
**A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING CAPITAL DIVIDED INTO SHARES**

CONSTITUTION

of

**ST. KILDA SAINTS FOOTBALL
CLUB LTD (ACN 005 174 836)**

CONSTITUTION

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CONSTITUTION

1. INTERPRETATION

1.1 The Replaceable Rules

To the extent permitted by law, the replaceable rules contained in the Law do not apply to the Company.

1.2 Definitions

In this Constitution, unless a contrary intention appears or the context requires otherwise:

“AFL” means the Australian Football League (ACN 004 155 211) and its successors.

“AFL Licence” means the licence agreement entered into between St. Kilda Football Club Ltd and the Victorian Football League on 10 February 1986 and transferred from St. Kilda Football Club Ltd to St. Kilda Saints Limited as amended from time to time, and includes any licences entered into between the Company and the AFL that are intended to replace the AFL Licence.

Annual General Meeting means an annual general meeting of the Company convened and conducted in accordance with clause 22.

“ASIC” means the Australian Securities & Investments Commission.

“Board” means the Board of Directors of the Company as constituted from time to time.

“Business Day” means a day on which banks are open for general banking business in Melbourne, Victoria, excluding Saturdays, Sundays and public holidays in that city.

“Chairperson” means the person appointed from time to time to chair meetings of the Board and meetings of Members.

“Chief Executive Officer” means a person appointed by the Board as the Chief Executive Officer of the Company.

“Club” means the football club owned and operated by the Company.

“Company” means St Kilda Saints Football Club Ltd (ACN 005 174 836). **“Constitution”** means this Constitution as supplemented, substituted or amended from time to time.

“Director” means a member of the Board.

“Financial Year” means the 12 month period from 1 November to 31 October.

“Law” means the *Corporations Act 2001* (Cth).

“Member” means a member of the Company.

“Non-Voting Member” means a person who is included on a register maintained by the Company under one of the categories of membership set out in clause 3.2(a) or 3.2(b).

“Officer” has the meaning given to it in section 9 of the Law.

“President” means a Director appointed to the position of President of the Company.

“Register” means the register of members of the Company required to be kept under the Law.

“St Kilda Football Club Limited” means St Kilda Football Club Limited ACN 005 471 429 (deregistered).

“St Kilda Saints Limited” means St Kilda Saints Limited ACN 070 694 316 (deregistered).

“Seal” means the common seal (if any) of the Company.

“Secretary” means a person appointed by the Board to perform the duties of company secretary of the Company.

“Transfer of Operations” means the transfer of assets and operations from St. Kilda Saints Limited and St Kilda Football Club Limited to the Company before the date of adoption of this Constitution.

“Vice President” means a Director appointed to assist the President in performance of their duties.

“Voting Member” means any person whose name is entered in the Register as an Ordinary Member or a Life Member.

1.3 Construction

In this Constitution unless the context otherwise requires:

- (a) a reference to a clause or paragraph is a reference to a clause or paragraph in this Constitution;
- (b) words (including defined expressions) importing the singular include the plural and vice versa;
- (c) words (including defined expressions) importing any gender include all genders;
- (d) words (including defined expressions) importing persons shall include corporations and bodies politic;
- (e) a reference to a statute ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- (f) references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and includes electronic transmission;
- (g) reference to a month and cognate terms means a period commencing on any day of a calendar month and ending on the corresponding day in the next succeeding calendar month but if a corresponding day does not occur in the next succeeding calendar month the period shall end on the last day of the next succeeding calendar month;
- (h) headings are included for convenience and do not affect the interpretation of this Constitution;
- (i) the term ‘present’, when used in relation to a Member or Director, means present in person, or by audio or audio-visual technology, or by proxy, attorney, representative or guardian (where applicable); and
- (j) words or expressions contained in this Constitution shall be interpreted in

accordance with the provisions of the Law and in the event that a word or expression cannot be so interpreted then the word or expression shall be interpreted by the Board whose decision shall be final.

2. OBJECTS AND IDENTITY

2.1 Objects

The principal objects of the Company are:

- (a) To promote, encourage and advance the game of Australian football and other athletic sports and pastimes and in particular to promote, encourage, foster, operate and assist the Club and any football teams owned and operated by the Company or any other sporting body which may become associated with the Company;
- (b) To continue all those activities previously conducted by the St Kilda Football Club Limited and the St Kilda Saints Limited; and
- (c) To do all other lawful things as are incidental, or conducive to the attainment of the above objects.

2.2 Not for profit

- (a) The income and property of the Company wheresoever derived shall be used and applied solely in promotion of its objects and in the exercise of its powers as set out in clause 2.1. No portion of the income or property shall be distributed, paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or amongst the Members.
- (b) Nothing in this clause 2.2 shall prevent:
 - (i) the payment in good faith of interest to any Member in respect of monies advanced by them to the Company or otherwise owing by the Company to them;
 - (ii) the remuneration of any Officers or servants of the Company or any Member or other person in return for any services actually rendered to the Company; or
 - (iii) the payment or repayments to any Member of out of pocket expenses, money lent, reasonable and proper charges for goods hired by the Company or reasonable and proper rent for premises demised or let to the Company; or
 - (iv) making a payment to a Member in carrying out the Company's objects.
- (c) No dividend shall be paid to, and no income or property of the Company shall be distributed among, the Members.

2.3 Identity

- (a) The name of the football team of the Club shall be the St Kilda Football Club;
- (b) The motto of the Club shall be "Fortius Quo Fidelius";
- (c) The colours of the Club shall be red, white and black and the uniform of the players shall be the uniform which is in these colours and from time to time

registered with the AFL, and subject to the rules, regulations and direction of the AFL, provided that the Club's guernsey may bear different colours from time to time at the discretion of the Board. There shall be no permanent change to the colours of the guernsey of the Club other than by special resolution passed by the Members in a general meeting.

3. MEMBERS

3.1 Voting Members

The Company shall consist of the following classes of Members:

(a) Ordinary Members

- (i) Subject to clause 3.4, an "Ordinary Member" is a person who is recorded in the Register as being at least 18 years of age and who has duly applied for and been admitted to membership as an Ordinary Member.
- (ii) No person shall be admitted to membership until any applicable subscription has been fully paid.
- (iii) All Ordinary Members shall be entitled to attend, speak and vote at any meeting of Members provided all subscriptions and other amounts owed by the Ordinary Member to the Company have been paid in full at the time the Register is closed for that meeting.
- (iv) The Directors shall have discretion to issue different categories of membership to Ordinary Members. All categories of Ordinary Members shall be entitled to attend, speak and vote at any meeting of Members, provided all subscriptions and other amounts owed by the Ordinary Member to the Company have been paid in full at the time the Register is closed for that meeting. The Directors will have discretion to determine different subscription fees for each category of ordinary membership.

(b) Life Members

- (i) A "Life Member" is a person who:
 - (A) was a Life Member of the Company as at the date of adoption of this Constitution; or
 - (B) has been admitted as a Life Member by the Board in its absolute discretion.
- (ii) Every Life Member shall have all of the privileges, duties and obligations of an Ordinary Member but shall not be required to pay any subscriptions referred to in clause 3.6.

3.2 Non-Voting Members

(a) Junior Members

- (i) The Company may have "Junior Members", being persons who have

duly applied for and been admitted to membership as a Junior Member.

- (ii) Subject to the provisions of the *Liquor Control Reform Act* 1998 or to such other laws as may from time to time be appropriate and to any rule and guideline by the AFL binding upon the Company, any person under the age of 18 years shall be eligible to be a Junior Member of the Company;
- (iii) Notwithstanding sub-clause (ii), the Board may by majority resolution determine that a full-time student over the age of 18 years shall be a Junior Member of the Company;
- (iv) Each Junior Member of the Company shall be bound by the Company's Constitution and shall be entitled to attend and speak at any meetings of Members but shall not be entitled to vote at any meeting of the Company.
- (v) The Board shall determine whether Junior Members should be liable to pay any subscriptions referred to in clause 3.6.
- (vi) The Directors shall have discretion to issue different categories of membership to Junior Members. All categories of Junior Members shall have the same rights to those rights set out in this clause 3.2. The Directors will have discretion to determine different subscription fees for each category of junior membership.

(b) **Other Classes of Members**

The Company shall consist of the following additional classes of Non-Voting Members and each shall have the rights and obligations set out below:

(i) **Honorary Members**

- (A) An "Honorary Member" is a person who has been conferred the status of honorary membership by the Board.
- (B) An Honorary Member shall be entitled to attend and speak at any meeting of the Company, but shall have no right to vote.
- (C) The Board shall where conferring honorary membership determine the length of time the person shall remain as an Honorary Member or the conditions upon which honorary membership is granted.
- (D) An honorary membership may be granted for life.

(ii) **Social Club Members**

- (A) A "Social Club Member" is a person who has duly applied for and been admitted for membership as a Social Club Member.
- (B) A Social Club Member shall not be entitled to attend or speak at any meeting of Members and shall have no right to vote at meetings of Members.
- (C) A Social Club Member shall be required to renew their social club membership annually.

(iii) **Gaming Members**

- (A) A "Gaming Member" is a person who participates in the

facilities of the Company at the invitation of Ordinary Members and Life Members only, and who meets the requirements set out in clause 38.

- (B) Gaming Members shall not be entitled to attend or speak at any meeting of Members, and shall have no right to vote at meetings of Members.

3.3 **Application for Membership**

- (a) An application for Ordinary Membership or Junior Membership or Honorary Membership or Social Club Membership shall be in such form as the Directors may from time to time prescribe and shall be lodged with the relevant designated representative of the Company no later than the time and date as stipulated by the Company in each year.

Other than by majority resolution of the Board, a person who is not a Member as at the time and date stipulated by the Company in any calendar year cannot become a Member until the next calendar year's memberships become available for purchase by subscription.

- (b) The Board shall determine from time to time the date upon which each calendar year's memberships shall become available for purchase by subscription.

3.4 **Admission of Membership**

A person is deemed to be a member of a particular class upon payment of the full subscription relevant to that class, provided that within 30 days of receipt of payment the Board may reject the application and any subscription paid will be returned to the relevant person. In no case shall the Board be required to give any reason for the rejection of an application.

3.5 **Non-Transferability**

The rights and privileges of a Member shall not be transferable during their lifetime and shall cease upon the Member ceasing to be a Member whether by death, retirement, resignation or otherwise.

3.6 **Subscriptions and Benefits**

- (a) The Directors shall, subject to any express restriction in this Constitution, have the power to determine from time to time and as they deem fit:
 - (i) the amount of any subscriptions payable by Members;
 - (ii) all relevant particulars relating to the time and manner of payment of any subscriptions by the Members;
 - (iii) the benefits associated with each class of Membership;
 - (iv) the names, subscriptions, and benefits of any sub category of a class of Membership.
- (b) Subject to the winding up of the Company, Members who have paid their subscription for a particular calendar year shall be entitled to the rights and benefits of membership for that particular calendar year, provided however that if the Annual General Meeting in respect of that year is held after the end of that calendar year, any right to attend, speak and vote at the Annual General Meeting to which that Member is entitled shall continue until the end of that Annual General Meeting.

3.7 **Nominees**

No person shall be registered as a Member as nominee or trustee for another person.

4. LIABILITY

- 4.1 The liability of the Members is limited.
- 4.2 Every person who was an Ordinary Member or Life Member of the Company prior to the Transfer of Operations undertakes to contribute to the property of the Company in the event of the Company being wound up during the time that they are a Voting Member or within one year after they cease to be a Voting Member for the payment of the debts and liabilities of the Company contracted before they cease to be a Voting Member and of the costs charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding twenty dollars (\$20.00).
- 4.3 Every person who becomes an Ordinary Member or Life Member of the Company following Transfer of Operations undertakes to contribute to the property of the Company in the event of the Company being wound up during the time that they are a Voting Member or within one year after they cease to be a Voting Member for the payment of the debts and liabilities of the Company contracted before they cease to be a Voting Member and of the costs charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding one dollar (\$1.00).

5. TERMINATION OF MEMBERSHIP

5.1 Resignation

- (a) A Member may at any time, by giving notice in writing to the relevant designated representative of the Company, resign their membership of the Company.
- (b) The resignation of a Member shall be effective upon receipt of a written resignation by the relevant designated representative of the Company or at such later time specified in the resignation.

5.2 Expulsion

- (a) Membership of any Member may also be terminated by a two thirds majority vote of the Board if the Member (without limitation):
 - (i) fails, refuses or neglects to comply with any of the provisions or clauses of this Constitution and/or any applicable policies, rules, regulations or by-laws from time to time of the Company; or
 - (ii) engages in discrimination, harassment, or abuse of others, or fails to respect the rights, dignity and worth of another person regardless of their gender, race, colour, religion, language, politics or national or ethnic origin;
 - (iii) conducts themselves in a manner considered to be injurious, harmful or likely to cause harm to the Company, its character or interests or Members, or to the Club.
- (b) A Member whose membership the Board proposes to terminate shall be given 7 days written notice of the proposal to terminate their membership. Such notice shall specify the nature of the reasons for the proposed termination and the date and time that the Board will consider the

proposal. The Member shall be given opportunity to show cause to the Board why their membership should not be terminated at the date and time set out in the notice. The Member may attend in person or make submissions in writing. A Director whose membership it is proposed be terminated must first be removed by the Company from their office as Director.

5.3 Suspension for failure to pay subscription

If a Member fails to pay their subscription by the due time and date, then all the relevant Member's rights shall be suspended until such subscriptions are paid in full or the membership is surrendered, whichever occurs first.

5.4 Continuing liability

The Member resigning or whose membership is otherwise terminated pursuant to this clause 5 shall continue to be liable:

- (a) for any sum not exceeding twenty dollars (\$20.00) in relation to persons who were Members prior to the Transfer of Operations or for any sum not exceeding one dollar (\$1.00) in relation to persons who become Members following the Transfer of Operations, for which they are liable as a Member of the Company under clause 4 or for such period as determined by the Law; or
- (b) for any unpaid subscriptions or other amounts due to the Company.

6. REGISTER

- 6.1 The Register shall be kept under the control of the Board and in accordance with the Law at the place in Australia where the work involved in maintaining the Register is done. The name of each Voting Member and their address as notified to the Company from time to time shall be entered in the Register together with such other particulars as the Law or the Board may from time to time require. A person wishing to inspect or obtain a copy of the Register in accordance with the Law must first apply in writing to the Board.
- 6.2 The Company shall maintain a register or registers in respect of Non-Voting Members in such form as required by the Directors.

7. ADDRESS FOR SERVICE

- 7.1 Each Member shall, if requested by the Company, deliver to the office a notice setting out an address to which notices may be sent.
- 7.2 A Member must notify the Company in writing delivered to the office of a change of their address within 21 days.

8. COPY OF CONSTITUTION

All Voting Members shall be entitled to obtain a copy of the Constitution of the Company upon written application to the Secretary.

BOARD OF DIRECTORS

9. DIRECTORS

- 9.1 The number of Directors shall be between 5 and 10. Subject to the Law, the number of Directors at any time shall be determined by the Board provided that:
- (a) Only the Company can remove a Director from his or her office in accordance with clause 12.1;
 - (b) If any Director retires or resigns in accordance with the provisions of this Constitution and does not seek election or re-election at the next Annual General Meeting, the Board may determine that the position is not to be filled at the next Annual General Meeting;
 - (c) If any Director retires or resigns in accordance with the provisions of this Constitution and does seek election or re-election the Board shall declare in respect of each such Director that their position is to be vacant and will be filled at the next Annual General Meeting.
- 9.2 Subject to clauses 11.4, 12.3 and 12.4:
- (a) each Director shall be elected for a term commencing on the date they are elected (**Term**) and ending at the conclusion of the third Annual General Meeting following their appointment at an Annual General Meeting and shall retire at the end of that Term, and may seek re- election in accordance with this Constitution;
 - (b) subject to sub-clause (c), a person may only serve a maximum of three consecutive Terms as a Director (inclusive of any time served as a Director before the adoption of this Constitution);
 - (c) notwithstanding sub-clause (b):
 - (i) a person may be elected for and serve one additional consecutive Term in duration as a Director (total four consecutive Terms) with the unanimous approval of the Board; and
 - (ii) a person may serve as a Director to fill a casual vacancy, and such time served will be excluded from the calculation of the Term and time limits in this clause 9.2;
 - (d) a person shall not be eligible to be elected as a Director unless that person:
 - (i) is at least 18 years of age;
 - (ii) except in the case of a Director appointed pursuant to clause 12.3, has been a Voting Member for at least 6 months immediately preceding the general meeting at which the person is proposing to be elected as a Director;
 - (iii) has delivered to the Company a written consent to the appointment on the prescribed form signed by the nominee and at least three other Voting Members entitled to vote at such election (excluding the nominee), during normal office hours on a Business Day which is no later than 30 days before the annual general meeting where the election is to take place;
 - (iv) has paid all amounts (including subscriptions) owing to the Company;
 - (v) holds any necessary regulatory approvals required for Directors of

the Company, including as required pursuant to clause 12.6; and

(vi) is permitted or eligible under the Law to be a Director.

10. OFFICEHOLDERS

10.1 The Board shall be constituted by:

- (a) the President;
- (b) one or two Vice Presidents; and
- (c) other Directors in office at the relevant time,

provided that the Board does not consist of more than the maximum number of Directors permitted under clause 9.1 and as otherwise determined by the Board.

10.2 The Board shall elect from amongst its number the President and one or two Vice Presidents.

10.3 The President and Vice President(s) in office as at the date of the adoption of this Constitution shall continue in those offices.

10.4 Following their appointment by the Board, the President and Vice President(s) shall continue in office until the earlier of:

- (a) their retirement as Directors pursuant to clause 9.2; or
- (b) their resignations as Directors, or they otherwise cease to act as Directors in accordance with clause 12.4; or
- (c) their removal from those positions by the Members in general meeting or by a two thirds majority of the Board.

10.5 The election of the President shall take place at the first meeting of the Board held after the former President ceases to hold office under clause 10.4. The Board meeting shall be held no earlier than 14 days and not more than 28 days after the position becomes vacant. Any Director who wishes to nominate must do so in writing to the Secretary 7 days before the date of the next Board meeting.

10.6 The election of the Vice President(s) shall take place at the first meeting of the Board held after the former President or Vice President(s) (as the case may be) ceases to hold office under clause 10.4. The Board meeting shall be held no earlier than 14 days and not more than 28 days after the position becomes vacant. Any Director who wishes to nominate must do so in writing to the Secretary 7 days before the date of the next Board meeting.

10.7 Where the office of the President becomes vacant in accordance with clause 10.4, until such time as the position of President is filled in accordance with this clause, the Vice President(s) shall be acting President. If there is no Vice President, the duties of President shall be fulfilled by the Chairperson.

11. CHIEF EXECUTIVE OFFICER

11.1 The Board may appoint a person, whether or not a Director of the Company, to the position of Chief Executive Officer of the Company. The Chief Executive Officer is eligible to be appointed or elected to the position of Director.

11.2 The Board may by two thirds majority vote remove any person appointed as Chief Executive Officer from that office.

- 11.3 The Chief Executive Officer is to be responsible for the day to day management of the Company. The Board may delegate to the Chief Executive Officer such powers as the Board considers necessary.
- 11.4 Notwithstanding any other provision of this Constitution, the Chief Executive Officer may be appointed by the Board as a Director for a fixed term (not exceeding 3 years) on such other terms and conditions as the Board sees fit and may from time to time (subject to the provision of any contract between the Chief Executive Officer and the Company) remove or dismiss the Chief Executive Officer from the office of Director. The Chief Executive Officer will not, while holding the office, be subject to re-election provisions or any rotation and retirement policies for Directors determined by the Board.

12. APPOINTMENT AND REMOVAL OF THE DIRECTORS BY THE COMPANY

12.1 Election and Removal of Directors

- (a) Subject to clauses 9.1 and 12.6, the Company may by resolution at an Annual General Meeting, appoint Directors; and
- (b) remove any Director before the end of the Director's term of office in accordance with the Law; and
- (c) appoint another person in place of a Director who has been removed by the Company from office and the replacement Director shall hold office for the term for which the Director who has been replaced would have held office if that Director had not been replaced.

12.2 Procedures for Election at Annual General Meeting

- (a) **Director nomination requirements**
 - (i) No person may stand for election as a Director at an Annual General Meeting unless nominated in accordance with this clause 12.2.
 - (ii) A person who is not a Director must be nominated in writing by at least three other Voting Members. Upon valid written nomination and a written consent by the nominee to act as a Director being delivered to the registered office of the Company the nominee shall be deemed to have been nominated for election as a Director. A nomination shall be considered valid if it states the name of the nominee and the three Voting Members nominating the person, is signed by the three Voting Members and is delivered to the Company not more than 14 days after the date of the advertisement referred to in clause 12.2(b).
 - (iii) A retiring Director may nominate themselves for election or re-election as a Director at a general meeting.
 - (iv) The Board may nominate a person for election as a Director at a general meeting.
- (b) In each year the Board shall cause a notice to appear in the Public Notices section of a daily newspaper circulating generally in Victoria and in a newspaper generally circulating Australia-wide. The Notice shall specify the date of the Annual General Meeting and the number of vacancies on the Board of Directors, if any, to be filled by election at the upcoming Annual General Meeting.
- (c) Subject to clauses 9.2(d) and 12.6, if the number of candidates so nominated does not exceed the number of vacancies, then those persons

nominated will be deemed to have been duly elected and will be declared duly elected at the conclusion of the Annual General Meeting.

- (d) If the number of candidates so nominated is greater than the number of vacancies, then a ballot will be held to fill the vacancies. The procedure for the ballot will be as follows:
- (i) The Secretary will include with, or subsequent to the notice of meeting, a statement that the number of candidates for election exceeds the number of vacancies and that a ballot is to be held together with any necessary ballot paper.
 - (ii) Ballot papers will be printed showing the full names of all candidates in alphabetical order. The Board may determine from time to time the form and content of the ballot paper.
 - (iii) Voting upon the ballot will be open to Voting Members entitled to vote. The ballot shall commence on the day when the Secretary gives notice of the ballot to the Members and concludes with the completion of voting in respect of the election of Directors at the Annual General Meeting.
 - (iv) Members will be entitled to vote in person, by post, by electronic ballot, or by such other means as may be prescribed by the Board from time to time. Where Members vote other than in person or by proxy, the ballot paper must be returned to the Company or such other address specified in the notice of meeting or ballot paper at least 48 hours prior to the Annual General Meeting.
 - (v) Each Member entitled to vote may vote on the ballot paper for up to the number of candidates as is equal to the number of vacancies to be filled. Any vote given otherwise than as aforesaid will be informal and will not be counted. Voting shall not be preferential. The method of voting shall be by placing a tick, cross, number or affirmative mark or notation in the box next to the selected candidate. The validity of any disputed ballot shall be determined by those members of the Board not seeking election or re-election at the meeting which is the subject of the ballot, which power may be delegated by the Board at its discretion, including for example when all Directors are subject to re-election.
 - (vi) The election will be determined on a first past the post basis, namely those candidates who receive the highest number of votes will be declared elected as Directors to fill the vacancies (and if there is an unfilled vacancy and there is a tie in the number of votes, the Chairperson will have a casting vote or votes in addition to their vote as a Voting Member).
 - (vii) Retiring Directors shall continue in office until the new Directors are declared to be elected. Subject to clauses 9.2(d) and 12.6, such declaration shall be made by the Chairperson and the general meeting shall not be declared to be ended until the final result of the ballot has been announced, and the new Directors declared to be duly elected.
 - (viii) The Board may determine other procedures for the proper conduct of the ballot and may delegate that power.

12.3 **Casual vacancies**

- (a) Subject to clauses 9.2(d) and 12.6, the Board shall have power to appoint any person as a Director either to fill a casual vacancy or as an addition to their number. Any person appointed pursuant to this clause 12.3 shall retire

at the first Annual General Meeting after their appointment and will be eligible to stand for election at that Annual General Meeting.

- (b) Where a Director is appointed under clause 12.3(a) at a meeting other than the Annual General Meeting, the Director so appointed shall hold office until the next Annual General Meeting after their appointment at which time they must retire and may offer themselves for election.

12.4 **Vacation of office**

Subject to clause 12.6, the office of a Director shall immediately be vacated if the Director:

- (a) is not permitted or eligible under the Law (or an order made under the Law) to be a Director;
- (b) ceases to be or is removed as a Director pursuant to the provisions of this Constitution or the Law;
- (c) becomes bankrupt or enters into or becomes subject to any arrangement or composition with creditors;
- (d) becomes mentally incapable or of unsound mind or a person whose estate or property is liable to be dealt with in any way under the law relating to mental health;
- (e) resigns or retires from their office by notice in writing to the Secretary (resignation being effective upon receipt of the notice by the Secretary or the effective date of the resignation, whichever is the later);
- (f) ceases to be a Voting Member;
- (g) the term for which the Director is appointed expires;
- (h) dies; or
- (i) without the permission of the Board, the Director absents themselves from the meetings of the Board for a continuous period of 6 months.

12.5 **Consent**

A person shall not be appointed as a Director, unless the Company has received from the person a written consent to their appointment.

12.6 **Gambling Machine and other Regulatory Requirements**

- (a) Notwithstanding any other provision of this Constitution, no person shall be appointed or elected as a Director unless they have first received all required regulatory approvals, including approval under the *Gambling Regulation Act 2003* (Vic) (while and so long as the Company is the holder of a licence under that Act).
- (b) Persons seeking any such approvals must at the time of making application notify the Board of their application.

13. **REMUNERATION OF DIRECTORS**

13.1 **Remuneration of Directors**

- (a) Subject to clauses 13.2 and 13.3 the Directors shall not be paid remuneration for their services as Directors.

- (b) For any period when the Chief Executive Officer also holds the position of Director, they shall not be remunerated for their service as a director, but may receive remuneration for their services as Chief Executive Officer.
- (c) Subject to this clause 13, a Director may not hold any other office or position of profit under the Company.

13.2 **Additional Services**

Subject to clause 13.1, if a Director is required to perform services for the Company which in the opinion of the Board are outside the scope of the ordinary duties of a Director, then the Company may pay the Director for those services subject to a resolution in favour of the payment being passed by two thirds majority of the remaining members of the Board.

13.3 **Reimbursement of Expenses**

The Directors may be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Company or of the Board or otherwise in connection with the Company's business, provided that the Director in question has provided suitable evidence and a resolution in favour of the reimbursement is passed by two thirds majority of the remaining Directors.

14. **POWERS AND DUTIES OF DIRECTORS**

14.1 **The Board of Directors Power of Management**

- (a) Subject to the Law and this Constitution:
 - (i) the management of the business and affairs, property and funds of the Company shall be vested in the Board who may exercise all powers of the Company that this Constitution and the Law do not require to be exercised by the Company in a general meeting; and
 - (ii) the Company has power to do all things necessary or convenient to be done for, or in connection with, the performance of its objects.
- (b) Without limiting the generality of clause 14.1(a), the Company has all the rights, powers and privileges and the legal capacity of a natural person including, but not limited to, the powers to:
 - (i) undertake activities of any kind to raise funds for the Company;
 - (ii) accept gifts, devises, bequests or assignments made to the Company;
 - (iii) make available information relating to the Company and its functions;
 - (iv) occupy, use and control any land or building owned or held under lease by any other person made available to the Company;
 - (v) acquire, hold and dispose of real and personal property;
 - (vi) enter into contracts;
 - (vii) employ managers and other staff to implement the objects of the Company and pay such fees, salaries, emoluments and expenses as the Board considers reasonable to such persons; and
 - (viii) do anything incidental to any of the Company's objects.

14.2 **Borrowing Powers**

The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, assets and to issue debentures, debenture stock and other securities whether outright or as security for any debt, contract, guarantee, engagement, obligation or liability of the Company or of any third party and on such terms and conditions as the Board thinks fit.

14.3 **Attorneys**

The Board may by two thirds majority vote, power of attorney or written instrument appoint any firm, company, corporation or person or body of persons to be the attorney or agent of the Company:

- (a) for the purposes;
- (b) with the powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under this Constitution);
- (c) for the period; and
- (d) subject to such conditions

as the Board may from time to time think fit.

14.4 **Protection of Third Parties**

Any resolution, power of attorney or written instrument under clause 14.3 may contain provisions for the protection and convenience of persons dealing with the attorney or agent as determined by the Board and may also authorise the attorney or agent to delegate all or any of the powers, authorities and discretions for the time being vested in the attorney or agent.

14.5 **Execution of Cheques**

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed (as the case may be) by the persons and in the manner determined by the Board.

14.6 **Validation of Irregular Acts**

All acts done by any meeting of the Directors or by a committee or by a person acting as a Director shall notwithstanding that it is afterwards discovered that there was some defect in the appointment or continuance in office of any such Directors or person acting as aforesaid or that they or any of them were disqualified or had vacated office or were not entitled to vote be as valid as if every such person had been duly appointed or had duly continued in office and was qualified and had continued to be a Director and had been entitled to vote.

14.7 **Power to make policies, standards, by-laws, rules and regulations**

- (a) Without limiting this clause 14, the Directors shall have power from time to time to make, vary and repeal policies, standards, by-laws, rules and regulations for the proper control, conduct, administration and management of the Company and the Club, including for the contributions, duties, obligations and responsibilities of Voting Members, Non-Voting Members, the Directors and of any committees.
- (b) The Directors shall adopt such means as it deems appropriate to bring to the notice of Voting Members and Non-Voting Members any policies, standards,

by-laws, rules or regulations made, their amendment and/or repeal.

- (c) All policies, standards, by-laws, rules or regulations made or varied will be binding upon all Voting Members and Non-Voting Members (in accordance with their terms) regardless of whether a Voting Member or Non-Voting Member is actually aware of that adoption or amendment.
- (d) No policies, standards, by-laws, rules or regulations shall be directly inconsistent with, or shall effect or repeal anything expressly set out in this Constitution.

14.8 **Delegation**

(a) **Power to delegate**

The Board may delegate any of its powers to:

- (i) a committee;
- (ii) a Director;
- (iii) an employee or advisor of the Company;
- (iv) an attorney; or
- (v) any other person as determined by the Board.

(b) **Terms of delegation**

A delegation of powers under clause 14.8 may:

- (i) be made for a specified period or without specifying a period;
- (ii) be made on the terms (including the power to delegate further) and subject to any restrictions that the Board determines; and
- (iii) may contain provisions for the protection and convenience of those who deal with the delegate that the Board thinks appropriate.

(c) **Delegate to comply with directions**

A delegate under clause 14.8 must exercise its powers subject to any direction from the Board.

(d) **Board may revoke delegation**

The Board may revoke a delegation of its powers at any time.

(e) **Committees**

- (i) The Board may establish one or more committees comprising such persons as the Board thinks fit. A member of any committee may, but need not be, a Director or Voting Member.
- (ii) A committee must exercise its powers in accordance with any directions of the Directors and a power exercised in that way is taken to have been exercised by the Directors.
- (iii) Directors shall have power to appoint any other person to any committee, on such terms as they determine in their sole and absolute discretion.

- (iv) The Directors may dissolve any committee, or vary the scope, authority, or mandate of any committee, or terminate the appointment of any member of a committee.
- (v) A committee may be authorised by the Directors to sub-delegate all or any of the powers for the time being vested in it.

(f) **Proceedings of committees**

Subject to the terms on which power is delegated to any committee and any directions from the Board:

- (i) a committee is free to determine the rules that regulate its meetings and proceedings; and
- (ii) in the absence of such a determination, the rules will be the same as those that govern Board meetings in this Constitution, so far as they are applicable,

and the Board may change any of the powers, duties and functions of a committee, may remove any member of a committee or dissolve a committee at any time.

15. INTERESTED DIRECTORS

15.1 Disclosure of interests

If required by the Law, a Director must disclose to the Board any material personal interest the Director has in a matter relating to the affairs of the Company. The Secretary must record details of any such disclosures in the minutes of the relevant Board meeting.

15.2 Restriction on Director

Subject to the Law, a Director (including any alternate Director) who has a material personal interest in any matter that relates to the affairs of the Company and which is being considered at a meeting of the Board will be prohibited or excluded from:

- (a) voting on the matter; or
- (b) being counted in a quorum for the purposes of the meeting; or
- (c) being present while the matter is being considered at the meeting.

15.3 Director not Disqualified

Subject to the Law, if a Director has disclosed the nature of their interest in accordance with the Law:

- (a) the Director shall not be disqualified by their office from contracting with the Company and any firm, body or entity in which the Director has a direct or indirect interest may contract with the Company;
- (b) a transaction may not be avoided by the Company by reason of the Director's position or interest; and
- (c) the Director shall not be liable to account to the Company for any profit made as a result of the contract or transaction.

16. BOARD MEETINGS

16.1 Meetings

The Board shall meet at least four times a year, provided the meetings are not more than 6 months apart. Unless otherwise determined by the Board, a majority of the Directors in office shall form a quorum, provided that if any Director is prevented from being present at, or entitled to vote at the meeting pursuant to any provision of this Constitution or the Law, then that Director shall not be counted in the number of Directors when the calculation of the quorum is made, subject to there being always not less than 3 Directors present and able to vote at the meeting.

16.2 Convening Special Meetings

A Director may at any time, and the Secretary shall, upon the request of a Director, convene a meeting of the Board of Directors.

16.3 Notice

Not less than 14 days' notice shall be given to members of the Board of any meeting of the Board of Directors except in circumstances declared at the sole discretion of the President or in the President's absence or incapacity, the Vice President and in the Vice President's absence or incapacity, the s and in the Chairperson's absence or incapacity the Secretary.

16.4 Use of technology

- (a) A Board meeting can be held using audio or audio-visual technology.
- (b) If a Board meeting is held by audio or audio-visual technology:
 - (i) a Director is treated as present if the Director is able to hear and be heard by all others attending; and
 - (ii) unless the Chairperson is notified that a Director is leaving the meeting, the Director will be assumed to have been present for the duration of the meeting.
- (c) A Board meeting may be held using audio or audio-visual technology for all participating Directors, or only for Directors who are unable to be present in person.
- (d) A minute certified by the Chairperson of such a meeting will be conclusive evidence of the proceedings at that meeting and the observance of all necessary formalities.

16.5 Chairperson

- (a) The Directors may, from time to time by two thirds majority vote, elect one Director (who must not be the CEO) to be the Chairperson and remove such Director from that office.
- (b) The Chairperson shall chair all meetings of the Board and all meetings of Members.
- (c) If the Chairperson is absent or unwilling to act, and there is no quorum of Directors present to elect a Chairperson, the President shall be Chairperson.

16.6 Majority Decision

Unless otherwise provided in this Constitution, all resolutions, motions and questions arising at any meeting of the Board shall be decided by a simple majority of votes. Each Director shall have one vote and a determination by a majority of the Board shall for all purposes be deemed a determination of the Board. The President (or in the President's absence or incapacity the Vice President, or in the Vice President's

absence or incapacity the Chairperson) shall have and must exercise a second or casting vote on a resolution where there is an equality of votes except in the case of a vote for the office of President or Vice President in which case the Chairperson shall have and must exercise a second or casting vote where there is an equality of votes.

16.7 **Written Resolutions**

- (a) A resolution or declaration in writing shall be as valid and effectual as if it had been passed at a meeting of the Board duly called and constituted if it is signed by a two thirds majority of the Board (not including any alternate Director unless the Director who appointed an alternate Director is not in Australia) for the time being in Australia (not being less than a quorum).
- (b) Any such resolution or declaration may consist of several documents in the same form each signed by one or more Directors.

16.8 **Resolutions by email**

All the Directors entitled to vote on a resolution can pass that resolution by agreeing to an email sent by a Director, or the Secretary, that contains the proposed resolution, by sending a reply email to that effect, including the text of the resolution in their reply.

16.9 **Other electronic means**

All the Directors entitled to vote on a resolution can agree to a resolution sent to them via any other electronic means agreed by the Board that meets the following criteria:

- (a) all Directors entitled to vote on the resolution are able to view the text of the resolution;
- (b) all Directors entitled to vote on the resolution are able to communicate their agreement to the resolution; and
- (c) such agreement can be recorded as required under clause 18.

16.10 **Signing written resolutions**

For the purposes of clause 16.7, the Company may accept a copy of a signed document sent by electronic means.

16.11 **Valid proceedings**

Each resolution passed or other thing done by or with the participation of a person acting as a Director or member of a committee is valid even if it is later discovered that:

- (a) there was a defect in the appointment of the person; or
- (b) the person was disqualified from continuing in office, voting on the resolution or doing that thing.

17. **ALTERNATE DIRECTORS**

17.1 **Appointment**

A Director may, with the approval of the Board, appoint any person who consents in writing to their appointment as their alternate for a period determined by that Director.

17.2 **Rights of Alternate Director**

An alternate Director is:

- (a) entitled to receive notices of Board meetings if notice has not been given to their appointor;
- (b) entitled to be present at a Board meeting if their appointor is not present but would have been entitled to be present;
- (c) entitled to be counted in a quorum of a Board meeting if their appointor is not present but would have been entitled to be counted in a quorum for the particular meeting; and
- (d) entitled to vote on any resolution at a Board meeting if their appointor is not present but would have been entitled to vote on the particular resolution.

17.3 **Officer of the Company**

An alternate Director is an Officer of the Company and is not an agent of the appointor.

17.4 **Provisions to Apply**

Subject to clause 17.2, the provisions of this Constitution which apply to Directors also apply to alternate Directors.

17.5 **Revocation of Appointment**

The appointment of an alternate Director may be revoked at any time by their appointor or by unanimous resolution of the other members of the Board. An alternate Director's appointment ends automatically when their appointor ceases to be a Director.

17.6 **Notice of Revocation**

Any appointment or revocation under this clause 17 must be effected by written notice signed by the Director delivered to the Office.

18. **MINUTES**

The Board shall cause to be kept in accordance with the Law:

- (a) minutes stating:
 - (i) the names of members of the Board present at each meeting of the Board; and
 - (ii) all resolutions and proceedings of general meetings and of meetings of the Board; and
- (b) resolutions and declarations in writing of the Voting Members or the Board.

19. **SEAL**

19.1 **Seal**

The Company may have a Seal. If so, subject to this clause 19, it may be used in any manner permitted by the Law. The Board shall provide for the safe custody of the Seal which shall only be used by the authority of the Board. Every instrument to which the Seal is affixed must be signed by a Director and be countersigned by the Secretary or by a second Director or by some other person appointed by the Board for that purpose.

19.2 Official Seal

The Company may have for use in any place outside Victoria an official seal which must be a copy of the Seal with the addition on its face of the name of every place where it is to be used. Every instrument to which an official seal is affixed must be signed by a Director and be countersigned by the Secretary or by a second Director or by some other person appointed by the Board for that purpose. Documents to which an official seal are affixed shall be treated as if they were executed under the Seal.

19.3 Execution under the Law

Neither this clause 19 nor the adoption of a common seal is intended to limit the ways in which the Company may validly execute documents in accordance with the Law or any other applicable law.

20. EXECUTION OF DOCUMENTS BY HAND

The Company may execute documents without using the Seal or an official seal if the document is signed by:

- (a) two Directors;
- (b) a Director and a Secretary; or
- (c) some other person or combination of persons appointed by the Board for that purpose.

GENERAL MEETINGS**21. ANNUAL GENERAL MEETINGS**

The Board shall convene Annual General Meetings of the Company in accordance with the Law.

22. CONVENING GENERAL MEETINGS

22.1 The Board or any Director may at any time call a general meeting of the Company to be held at such place as the Board shall direct.

22.2 Subject to the provisions of the Law regarding short notice, at least 21 days notice shall be given to the following persons of any general meeting provided that in the event of circumstances arising which prevent the holding of such meeting on the date fixed for the same, the Board shall have power to postpone the same until some later date:

- (a) each Voting Member who is entitled to vote;
- (b) each Director;
- (c) each Junior Member;
- (d) each Honorary Member;

- (e) any auditor of the Company; and
- (f) any other person required by law.

No other person is entitled to receive notice of a general meeting.

- 22.3 The Board shall convene a general meeting on the requisition of Voting Members in accordance with the Law.

23. BUSINESS

No business other than that of which notice has been given shall be dealt with at a general meeting.

24. NOTICE

- 24.1 Notice of a general meeting may be given by the Company to a Voting Member at least 21 days (or such other period as required by law) prior to the meeting:
- (a) By serving it personally at, or by sending it by post in a prepaid envelope to, the Voting Member's registered address or an alternative address nominated by that person, or by sending it to the email or electronic address, or such other address the Voting Member has supplied to the Company, for the giving of notices;
 - (b) If the Voting Member does not have a registered address and has not supplied another address to the Company for the giving of notices, by exhibiting it at the registered office of the Company.
- 24.2 Service of notices by the Company or its Voting Members shall be deemed to have been effected, given and received:
- (a) if hand delivered, on delivery;
 - (b) if sent by post from and to a place within Australia, on the day after the day which it was posted;
 - (c) if transmitted by email or other electronic means, when the email (including any attachment) or other electronic means is transmitted,
- but if the delivery or transmission is not on a Business Day or is after 5.00 pm on a Business Day, the notice is taken to be received at 9.00 am on the next Business Day.
- 24.3 A notice of a general meeting must:
- (a) set out the place, date and time for the meeting (and, if the meeting is to be held in two or more places or by audio or audio-visual technology, the technology that will be used to facilitate this);
 - (b) state the general nature of the meeting's business;

- (c) if a special resolution is to be proposed at the meeting, set out an intention to propose the special resolution and the special resolution itself; and
- (d) contain a statement specifying that:
 - (i) the Voting Member has a right to appoint a proxy;
 - (ii) the proxy does not need to be a Voting Member; and
 - (iii) a Voting Member entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise.

24.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

25. QUORUM

- 25.1 No business shall be transacted at any general meeting unless a quorum of Voting Members is present at the time when the meeting proceeds to business. Unless otherwise provided, 25 Voting Members who are present and entitled to vote at the meeting shall be a quorum.
- 25.2 If a quorum is present when a duly called meeting is convened, the Voting Members present and entitled to vote may continue to transact business until the meeting is adjourned and closed even though Voting Members originally present may leave the meeting and thereby reduce the number of Voting Members present below a quorum.
- 25.3 All Members of a class who are entitled to attend general meetings may attend a general meeting of the Company even if those Members are not counted for the purposes of establishing a quorum.

26. USE OF TECHNOLOGY

- 26.1 General meetings can be held using audio or audio-visual technology, whether for all participating Voting Members or only for Voting Members who are unable to be present in person.
- 26.2 If a general meeting is held by audio or audio-visual technology:
 - (a) a Voting Member is treated as present if the Voting Member is able to hear and be heard by all others attending; and
 - (b) unless the Chairperson is notified that a Voting Member is leaving the meeting, the Voting Member will be assumed to have been present for the duration of the meeting.

27. DISSOLUTION

If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present (being not less than 10) shall be a quorum.

28. VOTING

- 28.1 Subject to clause 28.2, every Voting Member present and entitled to vote on a show of hands and on a poll shall have 1 vote.
- 28.2 A Voting Member is not entitled to vote at a general meeting or by any circular resolution if any subscription owing by that Voting Member has not been paid on or before the date of the meeting or the date the resolution is circulated.
- 28.3 A resolution of Voting Members must be passed by a majority of the votes cast by Voting Members present and entitled to vote on the resolution unless otherwise required under the Law.
- 28.4 Subject to clause 28.5, at any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands. In the event there is an even show of hands, the Chairperson has a casting vote in addition to the Chairperson's vote as a Member, proxy, attorney or representative.
- 28.5 In the event of a resolution for the election of a Director being conducted by way of ballot, the ballot shall be determined by adding the number of votes received in accordance with clause 12.2(d)(iv) to the number of votes cast in accordance with clause 32 and by Voting Members present at the general meeting and who are entitled to vote on the resolution. Each Voting Member present at the general meeting shall vote in respect of the ballot by completing a ballot paper at the general meeting.

29. ELECTRONIC VOTING

29.1 Electronic and remote voting may be available

- (a) Electronic or remote voting will be available if approved by the Board before the notice of general meeting is sent.
- (b) If the notice of general meeting states that electronic or remote voting will be available, Voting Members entitled to attend and vote at a general meeting may vote prior to the meeting by way of remote or electronic voting.
- (c) If the notice of general meeting does not state that electronic or remote voting will be available, then it will not be allowed and the rest of this clause 29 will not apply for that general meeting.

29.2 Method

The manner and method of electronic or remote voting will be determined by the Company and notified to Voting Members from time to time.

29.3 Company must receive vote

The electronic or remote vote is only effective in relation to a general meeting if the Company receives the electronic or remote vote at least 48 hours before the time for holding the meeting or adjourned meeting (unless the notice of meeting specifies a shorter time period).

29.4 Definition of receipt

The Company receives the vote referred to in clause 29.3 when it is received:

- (a) at the office of the Company;
- (b) in a manner determined by the Company and notified to Voting Members

in accordance with clause 29.2;

- (c) at an electronic address specified in the notice of meeting; or
- (d) if the notice of meeting specifies other electronic means by which a Voting Member may give the vote, by those means in accordance with the Law.

29.5 Chairperson may declare vote valid

If the electronic or remote vote:

- (a) does not comply with the terms of this Constitution; or
- (b) is not received by the Company in accordance with the terms of this Constitution,

the vote will be treated as invalid unless the Chairperson declares otherwise.

29.6 Adjourned meetings

Subject to clause 29.7 the electronic or remote vote for a particular general meeting is valid at the adjourned meeting.

29.7 Status of electronic or remote vote if Voting Member present

If the Voting Member attends a meeting at which a vote is held on an issue that the Voting Member has already provided an electronic or remote vote, the electronic or remote already cast is void and the Voting Member must vote at the meeting.

29.8 Continuing authority

An electronic or remote vote at a general meeting will be valid even if, before the meeting the appointing Voting Member dies or becomes mentally incapacitated, unless the Company has received written notification of the matter before the start or resumption of the meeting.

30. ADJOURNMENT

- 30.1 The Chairperson of a general meeting may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place.
- 30.2 No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 30.3 When a meeting is adjourned for any reason for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or the business to be transacted at an adjourned meeting.

31. WHEN NUMEROUS PROXIES ARE PRESENT

If more than one proxy for a Voting Member is present at a meeting of the Company, only one of them shall be entitled to vote on a show of hands. The person appointed latest in time will be the person entitled to vote on a resolution.

32. PROXIES

32.1 Right to Appoint Proxy

- (a) A Voting Member who is entitled to attend and vote at a general meeting of the Company or at a meeting of any class of Members of the Company is entitled to appoint another person (whether a Member or not) as the Voting Member's proxy to attend and vote instead of the Voting Member at the meeting.
- (b) A proxy may be appointed for all meetings or for any number of meetings or for a particular meeting.

32.2 Proxy Must be Written

An instrument appointing a proxy must be in writing under the hand of the Voting Member appointing the proxy and contain the information specified in Section 250A(1) of the Law.

32.3 Chairperson Decides Validity

The Chairperson's decision as to the validity of a proxy or power of attorney will be final and binding.

32.4 Authority Conferred on Proxy or Attorney

A proxy or attorney appointed to attend and vote for a Voting Member has the same rights as the Voting Member:

- (a) to attend and speak at the meeting; and
- (b) to vote (but only to the extent allowed by the appointment).

32.5 Power of Attorney and Proxy Form to be Deposited before Meeting

- (a) Not less than 48 hours before the time for holding the meeting or an adjourned meeting at which a person proposes to vote by proxy, there shall be deposited with the Chairperson at the office of the Company or such other address specified in the notice of meeting, or be transmitted to an electronic address specified for that purpose in the notice of the meeting:
 - (i) the written instrument of appointment as proxy or attorney; and
 - (ii) any authority or power under which the document referred to in sub paragraph (i) was signed or a certified copy of that power or authority.

32.6 Form of Proxy

- (a) Subject to clause 32.6(b), the Company will have an instrument for appointing a proxy or attorney in such form as may be determined by the Board from time to time.
- (b) Voting Members are entitled to use any form of proxy provided it complies with Section 250A(1) of the Law.

32.7 Voting Member May Indicate Whether Proxy is To Vote For or Against Resolution

- (a) Any form of proxy sent out by the Company to Voting Members in respect of a proposed general meeting of Voting Members shall make provision for the Voting Member to indicate whether the Voting Member wishes to vote for or

against any resolution.

- (b) The Voting Member may but need not give an indication or direction as to the manner in which a proxy or attorney is to vote in respect of a particular resolution.
- (c) Where an indication or direction is given, the proxy or attorney is not entitled to vote on the resolution except in accordance with that indication or direction.

32.8 Poll

- (a) At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded by the Chairperson or (other than on the election of the Chairperson of a meeting or the adjournment of a meeting) by not less than 25 Voting Members having the right to vote at the meeting.
- (b) A poll may be demanded:
 - (i) before a vote is taken;
 - (ii) before the voting results on a show of hands are declared; or
 - (iii) immediately after the voting results on a show of hands are declared.

FINANCIAL REPORTING

33. ACCOUNTING AND OTHER RECORDS

The Directors shall cause proper accounting and other records to be kept and shall distribute copies of balance sheets as required by the Law and shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Company or any of them shall be open to the inspection of Voting Members not being Directors and no Voting Member (not being a Director) shall have any right of inspecting any account or book or paper of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting.

34. TIME FOR ACCOUNTS

The interval between the close of a financial year of the Company and the issue of the printed Annual Report and audited accounts relating to it shall not exceed the period (if any) prescribed by the Law.

GENERAL

35. WINDING UP

35.1 Distribution

On the winding up of the Company, any assets of the Company are to be distributed to any other organisations which in the sole opinion of the liquidator have similar objects to those of the Company and which also prohibit the distribution of profits and assets to their Members.

35.2 Payment to Liquidator

On a voluntary winding up of the Company no commission or fee shall be paid to the liquidator unless the proposed payment of the commission or fee has been approved by a resolution of the Company in general meeting and the amount of the proposed payment is specified in the notice calling the meeting.

36. OFFICERS: INDEMNITIES AND INSURANCE

36.1 Indemnity of Directors

Subject to and to the maximum extent permitted under the Law, every Director shall be indemnified by the Company against a liability incurred as a Director other than:

- (a) a liability owed to the Company or a related body corporate;
- (b) a liability for a pecuniary penalty order under section 1317G of the Law or a compensation order under Section 1317H of the Law; or
- (c) a liability that is owed to someone other than the Company or a related body corporate and did not arise out of conduct in good faith.

36.2 Indemnity of Auditors Officers or Employees

Every auditor and Officer of the Company may by resolution of the Directors be indemnified by the Company against a liability incurred as an auditor or an Officer of the Company other than:

- (a) a liability owed to the Company or related body corporate;
- (b) a liability for a pecuniary penalty order under section 1317G of the Law or a compensation order under section 1317H of the Law; or
- (c) a liability that is owed to someone other than the Company or a related body corporate and did not arise out of conduct in good faith.

36.3 Indemnity for legal costs

Every Director, other Officer and auditor of the Company may by resolution of the Directors be indemnified out of the assets of the Company against a liability for legal costs incurred by that person as a Director, other Officer or auditor of the Company in defending an action for liability incurred in that capacity unless the costs arise:

- (a) in defending or resisting proceedings in which the person is found to have a liability for which they could not be indemnified under clause 36.1 or 36.2;
- (b) in defending or resisting criminal proceedings in which the person is found guilty;
- (c) in defending or resisting proceedings brought by ASIC or a liquidator for a court order if the grounds for making the order are found by the Court to have been established (other than costs incurred in responding to actions taken by ASIC or a liquidator as part of an investigation before commencing proceedings for the court order);
- (d) in connection with proceedings for relief to the person under the Law in which the Court denies the relief.

The outcome of the proceedings is the outcome of the proceedings and any appeal in relation to the proceedings.

36.4 **Payment for Insurance Premiums**

The Company may by resolution of the Directors pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been a Director or auditor of the Company against:

- (a) a liability for legal costs;
- (b) any other liability except a liability incurred by the person as a Director, other Officer, employee or auditor and arising out of conduct involving:
 - (i) a wilful breach of duty in relation to the Company; or
 - (ii) a contravention of sections 182 or 183 of the Law.

37. **AFL LICENCE**

37.1 The Company hereby grants to the AFL the power, subject to the terms and conditions of the AFL Licence, to appoint an administrator to the Company. Any Administrator appointed by the AFL will have the power, subject to the terms and conditions of the AFL Licence and despite anything contained in this Constitution other than clauses 39 and 40 to:

- (a) have full conduct and control of the Company;
- (b) dismiss any or all of the Directors of the Company;
- (c) arrange for the election of new Directors prior to the resignation of the administrator,

provided that this clause will cease to have effect at such time as these powers are no longer required to be contained herein pursuant to the terms and conditions of the AFL Licence.

37.2 Subject at all times to the Company being the holder of a football licence issued by the AFL (or any body which substantially succeeds or replaces the AFL) and notwithstanding the provisions of any other clauses in this Constitution, this Constitution shall be read subject to the terms and conditions (if any) contained in the football licence from time to time to the extent of any inconsistency but only to the extent permitted by law.

38. **GAMING MACHINE REQUIREMENTS**

38.1 **Definition of Authorised Gaming Visitors**

An "Authorised Gaming Visitor" means, subject to the Liquor Control Reform Act 1998, a person who:

- (a) is over the age of 18 years;
- (b) whose place of residence is more than five kilometres from the premises of the Company; and
- (c) is not a person whom the Directors have determined should not be admitted to the premises of the Company.

38.2 **Requirements for Authorised Gaming Visitors**

Subject to the requirements of the *Gambling Regulation Act 2003 (Vic)* and to the

Company being the holder of a venue operator's licence issued under the provisions of the *Gambling Regulation Act 2003* (Vic), an Authorised Gaming Visitor must:

- (a) produce evidence of their residential address before being admitted to the premises of the Company;
- (b) carry identification at all times whilst on the premises of the Company; and
- (c) comply with any relevant rules of the Company whilst on its premises.

38.3 **Register of Authorised Gaming Visitors**

Subject to the requirements of the *Gambling Regulation Act 2003* (Vic) and to the Company being the holder of a venue operator's licence issued under the provisions of the *Gambling Regulation Act 2003* (Vic), the Secretary shall keep on the premises of the Company a register of Authorised Gaming Visitors containing the name and residential address of each Authorised Gaming Visitor admitted and the date of that admission.

38.4 **Entitlements of Authorised Gaming Visitors**

Subject to the requirements of the *Gambling Regulation Act 2003* (Vic) and to the Company being the holder of a venue operator's licence issued under the provisions of the *Gambling Regulation Act 2003* (Vic), an Authorised Gaming Visitor being a person who is not a Member or a guest of a Member, may be admitted to the premises of the Company on any day when guests are allowed for the purposes of playing gaming machines and for the use of such other Company facilities as the Directors may from time to time permit. Authorised Gaming Visitors may not introduce guests to the premises of the Company.

39. **LIQUOR CONTROL REFORM ACT**

Notwithstanding the provisions of this Constitution and subject to the requirements of the *Liquor Control Reform Act 1998* and to the Company being the holder of a licence under the *Liquor Control Reform Act 1998*:

- (a) no payment of any amount shall be made to an officer of the Company by way of commission or allowance from the receipts of the Company for the sale and disposal of liquor;
- (b) a visitor to the premises of the Company must not be supplied with liquor in the premises of the Company unless the visitor is:
 - (i) a guest in the company of a Member; or
 - (ii) an Authorised Gaming Visitor.
- (c) a person shall not be exempted from the obligation to pay the ordinary subscription for membership of the Company unless the person is of a class specified in this Constitution and the admission or exemption is in accordance with this Constitution;
- (d) persons under the age of 18 shall not be admitted as Members unless they are a Member primarily for sporting purposes;
- (e) the Directors shall be elected for a term of not less than twelve months by Voting Members of a class of Members that constitutes not less than 60 per cent of the total Voting Members of the Company; and
- (f) the Secretary shall keep on the premises of the Company a register of guests of Members containing such details as the Directors may prescribe.

40. AMENDMENTS TO CONSTITUTION

40.1 Amendment to Constitution

Subject to clause 40.2, this Constitution will not be altered or amended except by special resolution passed by the Voting Members in a general meeting.

40.2 AFL Approval

The AFL Licence provides that any alteration or amendment to this Constitution must have the prior written consent of the AFL, which shall not be unreasonably withheld. Accordingly, the Secretary must, within 30 days of a proposed amendment of this Constitution approved by Voting Members pursuant to clause 40.1, forward to the AFL a copy of the amendment for the AFL's approval, which approval will not be unreasonably withheld. Any amendment approved by Voting Members pursuant to clause 40.1 will not take effect until approval is received from the AFL.