

Constitution of Essendon Football Club

ACN 004 286 373

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1. Name, colours, motto and uniform

(a) The name of the Club is Essendon Football Club.

(b) The colours of the Club are red and black.

(c) The name of the Club or its colours may not be changed except by Special Resolution.

(d) The motto of the Club is "*Sauvitor in modo fortiter in re*" which is translated as "*Gentle in manner, resolute in deed*".

(e) The uniform for the AFL Premiership Season must consist of a black jumper or guernsey with a red sash, red and black socks and white or black shorts. Such uniform must be worn at all matches subject to the rules and directions of the AFL.

2. Home Ground

(a) The Home Grounds of the Club from time to time will be at such places as determined by not less than 60 percent of the Board. The Board may determine that the Club will concurrently have more than 1 Home Ground.

(b) Within 3 months of any determination by the Board in relation to a Home Ground, the Board must call a General Meeting for the purpose of approving or rejecting the Board's determination.

(c) The Board's determination is approved by a General Meeting if such determination is not rejected by at least 60 percent of Eligible Members present and voting at such General Meeting.

3. Objects

The objects of the Club are to:

(a) promote the playing of Australian Rules Football in particular and sport in general, including by maintaining, providing, supporting and controlling a team or teams of Australian Rules Footballers bearing the name of the Essendon Football Club in the AFL Premiership competition and in any other competitions as determined by the Club from time to time;

(b) promote, foster and develop sport in the community through promoting, supporting, or operating sporting teams or activities;

(c) preserve, foster and promote the ideals and traditions of the Club; and

(d) undertake and/or do all things or activities as are necessary, incidental or conducive to the advancement of these objects including providing services to Members and engaging in promotional and income generating activities.

4. Powers

Solely for carrying out its objects, the Club may, in any manner permitted by the Corporations Act:

(a) exercise any power;

(b) take any action; or

(c) engage in any conduct or procedure,

which under the Corporations Act a company limited by guarantee may exercise, take or engage in if authorised by its constitution.

5. Membership classes

5.1 Classes of membership

(a) The Club has the following classes of Members:

(1) Ordinary Members;

(2) Life Members;

(3) Youth Members;

(4) Honorary Members;

(5) Licensed Premises Members;

(6) Licensed Premises Life Members; and

(7) classes created under clause 5.1(b).

(b) The Directors may from time to time establish a new class of membership with such qualifications, rights, privileges and obligations as they see fit.

(c) The establishment of a new class of membership under clause 5.1(b) is not to be taken to vary the rights of any other class of membership in existence at that time.

(d) No body corporate, unincorporated body or other institution may become a Member.

5.2 Provisions for specific membership classes

(a) In relation to Ordinary Members:

(1) an Ordinary Member is a person who:

(A) both:

(i) is eligible to be admitted to this class under clause 5.2(a)(2); and

(ii) applies for and is admitted to this class under clause 6.1;

or has already been admitted to this class;

(B) qualifies for this class under clause 5.2(a)(3) or 5.2(a)(4); or

(C) becomes a Member in this class under clause 5.2(c)(3),

and who remains a Member in this class;

(2) a person is eligible to be admitted as an Ordinary Member if the person:

(A) is at least 18 years of age; and

(B) has paid any applicable Membership Fee;

(3) unless the Directors determine otherwise, an EFC External Club Support Member qualifies as an Ordinary Member without any requirement to pay any further Membership Fee; and

(4) unless the Directors determine otherwise, a Designated Companion qualifies as an Ordinary Member without any requirement to pay any Membership Fee.

(b) In relation to Life Members:

(1) a Life Member is a person who:

(A) is or has been appointed to this class by the Directors; and

(B) remains a Member in this class; and

(2) a Life Member:

(A) has all the rights and entitlements of an Ordinary Member under this Constitution; and

(B) is not obliged to pay any Membership Fee.

(c) In relation to Youth Members:

(1) a Youth Member is a person who both:

(A) is eligible to be admitted to this class under clause 5.2(c)(2); and

(B) applies for and is admitted to this class under clause 6.1;

or has already been admitted to this class, and who remains a Member in this class;

(2) a person is eligible to be admitted as a Youth Member if the person:

(A) is under 18 years of age; and

(B) has paid any applicable Membership Fee; and

(3) a Youth Member's membership automatically converts to an Ordinary Member membership upon the Youth Member becoming 18 years of age.

(d) In relation to Honorary Members:

(1) an Honorary Member is a person who:

(A) is appointed to this class by the Directors; and

(B) remains a Member in this class,

or has already been admitted to this class;

(2) a membership in the Honorary Member class terminates at the end of the AGM to which that membership relates;

(3) an Honorary Member is not obliged to pay any Membership Fee; and

(4) an Honorary Member is not liable for any proportion of the liabilities of the Club.

(e) In relation to Licensed Premises Members, a Licensed Premises Member is a person who:

(1) applies for and is admitted to this class by the Directors in their absolute discretion, or has already been admitted to this class; and

(2) remains a Member in this class.

(f) In relation to Licensed Premises Life Members:

(1) a Licensed Premises Life Member is a person who:

(A) is or has been appointed to this class by the Directors; and

(B) remains a Member in this class; and

(2) a Licensed Premises Life Member:

(A) has all the rights and entitlements of a Licensed Premises Member under this Constitution; and

(B) is not obliged to pay any Membership Fee.

5.3 Membership year

(a) The membership of an Ordinary Member, Honorary Member or Youth Member commences on the later of:

(1) payment of the Membership Fee (or the 1st instalment) for the relevant year; and

(2) the close of the AGM for the previous year,

and such membership ceases at the close of the AGM for the relevant year.

(b) The membership year of a Licensed Premises Member is as determined by the Directors.

6. Admission of Members

6.1 Admission of Members and renewal of membership

(a) Every applicant for membership or renewal of membership must:

(1) apply in the form and manner determined by the Directors, which may include or involve:

(A) an option to lodge an application by telephone or online; and/or

(B) arrangements facilitating the automatic renewal of a membership if specified conditions are satisfied; and

(2) provide any additional information or material to accompany the applicant's application as determined by the Directors, including information required to substantiate the eligibility of the applicant for the relevant class of membership.

(b) The Directors may admit as a Member any applicant on such conditions and at such time as the Directors think fit.

(c) The Directors may, in their absolute discretion, decline to admit any applicant as a Member, or to renew a membership.

(d) The Directors may require an applicant to execute such form of reasonable undertaking as the Directors may stipulate as a condition of admitting that person as a Member or renewing the membership.

(e) Once the Directors decide to admit a new Member, renew a membership, decline the admission of an applicant for membership, or decline the renewal of a membership they must advise the applicant of that decision (but no reasons need be given for a decision to decline the admission of an applicant for membership or decline the renewal of a membership).

(f) If an application for membership or renewal of membership is declined, the Club must refund any fees paid in relation to that application.

6.2 Prohibitions

The Directors must not:

(a) issue multiple memberships to the same person, but for the avoidance of doubt, this does not prevent the Club from offering, and a Member:

(1) acquiring multiple Membership Packages; or

(2) being a Licensed Premises Member or Licensed Premises Life Member, and holding a membership in any other class; or

(b) issue a membership to any person to hold for another person as a nominee or trustee.

7. Membership Fees

(a) The Directors may determine the:

(1) Membership Fees applicable to each class of membership (other than the classes of Life Members and Licensed Premises Life Members which do not have Membership Fees); and

(2) timetable of payment of any such Membership Fee, including payment by instalments.

(b) The Directors may exempt individuals within the following categories from the obligation to pay the otherwise applicable Membership Fee:

(1) EFC External Club Support Members;

(2) 60 Year Members;

(3) Designated Companions;

(4) permanent employees of the Club;

(5) in the relation to the Licensed Premises Members class only:

(A) former members of Melton Country Club Inc. (deregistered); and

(B) individuals who contracted with the Club (or any predecessor of the Club) prior to 1997 for a lifetime exemption from membership fees in relation to a Licensed Premises.

8. Register of Members

(a) The Directors must maintain a register of Members in accordance with the Corporations Act.

(b) The Directors may require details in addition to those details that are required under clause 8(a) to be recorded in the register of Members.

(c) A:

(1) person admitted as a Member under clause 6.1(b) – becomes a Member;

(2) person appointed as a Member under clause 5.2(b)(1)(A), 5.2(d)(1)(A) or 5.2(f)(1)(A) – becomes a Member;

(3) person who qualifies for membership as an Ordinary Member under clause 5.2(a)(3) or 5.2(a)(4) – becomes a Member;

(4) Member affected by an event or circumstance under clause 9 (other than clause 9(a)) – ceases to be a Member,

from the time an entry in the register of Members is made to record that fact, provided that such entry may specify that the commencement or cessation date for a particular Member may have an earlier or later effective time.

9. Cessation of membership

A Member ceases to be a Member (and for the avoidance of doubt, each of the following provisions applies to Members in any class of membership, including Life Members and Licensed Premises Life Members):

(a) immediately at the expiry of the ordinary term of the relevant membership, determined where applicable under clause 5.3;

(b) if the Member resigns by notice in writing to the Club;

(c) if the Member dies;

(d) if the Member has his or her membership cancelled under clause 30.1(b)(1)(B) or 30.1(c)(4);

(e) if the Member no longer satisfies applicable eligibility criteria for membership, and the Directors determine that the Member's membership ceases; or

(f) upon the Member becoming, in the reasonable opinion of the Directors, uncontactable, and the Directors, as a consequence, determining that the Member's membership ceases.

10. Calling a General Meeting

10.1 General Meetings called by Directors

The Directors may whenever they think fit call and convene a General Meeting.

10.2 Requisitioned General Meetings

(a) The Directors must call and arrange to hold a General Meeting at the request of Eligible Members as required under the Corporations Act.

(b) The request must:

(1) be in writing;

(2) state any resolution to be proposed at the General Meeting;

(3) be signed by the Eligible Members making the request; and

(4) be given to the Club in accordance with clause 36.3.

(c) The Directors must call a requisitioned General Meeting within 21 days after the request is given to the Club and the General Meeting must be held not later than 2 months after the request is given to the Club.

(d) If the Directors do not call a requisitioned General Meeting within 21 days after the request is given to the Club, Eligible Members with more than 50% of the votes of all Eligible Members who make the request may call and arrange to hold the General Meeting but any such General Meeting must be held not later than 3 months after the request is given to the Club.

10.3 Notice of a General Meeting

(a) The Directors must give not less than 21 days notice of a General Meeting to all Eligible Members and to all Directors.

(b) A notice of General Meeting must:

(1) specify the place, date and time of the meeting;

(2) state the general nature of the meeting's business;

(3) if a Special Resolution is to be proposed at the meeting, set out an intention to propose the Special Resolution and state the resolution; and

(4) contain a statement of each Eligible Member's right to appoint a proxy.

11. The AGM

(a) The AGM will be held in December each year, or at such other time as the Directors may, subject to the Corporations Act, determine.

(b) The ordinary business of an AGM must include:

(1) declaring the results of any Ballot, the results of which have not already been declared;

(2) considering the financial reports of the Club relating to the previous Financial Year;

(3) considering the reports of the Directors;

(4) considering the report of the Chief Executive Officer;

(5) considering the report of the auditor;

(6) the appointment of the auditor;

(7) considering the general business and affairs of the Club; and

(8) transacting such other business which under this Constitution or the Corporations Act is or may be required to be transacted at a general meeting.

(c) Financial reports of the Club must be provided to persons entitled to receive them in accordance with the Corporations Act.

12. Proceedings at General Meetings

12.1 Chair of a General Meeting

(a) The President is entitled to preside as chair at every General Meeting.

(b) If the President is not present within 15 minutes after the scheduled time for a General Meeting, or if the President is present, but he or she declines to take the chair, then the Vice President is entitled to preside as chair at the General Meeting.

(c) If the Vice President is not present within 15 minutes after the scheduled time for the General Meeting, or if the Vice President is present, but he or she declines to take the chair, the Directors present must elect as chair another Director who is present and willing to act.

(d) If no Director present is willing to act as chair of the General Meeting, the chair of the General Meeting must be an Eligible Member elected by the Eligible Members present at the General Meeting.

12.2 Procedures generally

(a) The Chair is responsible for the general conduct of the General Meeting and for the procedures to be adopted at the General Meeting.

(b) The Chair may at any time he or she considers it necessary or desirable for the proper and orderly conduct of the General Meeting:

(1) impose a limit on the time that a person may speak on each motion or other item of business and terminate debate or discussion on any business, question, motion or resolution being considered by the General Meeting and require the business, question, motion or resolution to be put to a vote of the Eligible Members present; and

(2) subject to this Constitution, adopt any procedures for casting or recording votes at the General Meeting, including the appointment of scrutineers.

(c) Any question arising at a General Meeting relating to the order of business, procedure or conduct of the General Meeting must be referred to the Chair, whose decision is final.

(d) The Chair may take any action he or she considers appropriate for the safety of persons attending the General Meeting and the orderly conduct of the General Meeting and may refuse admission to, or require to leave and remain out of, the General Meeting any person:

(1) in possession of an article considered by the Chair to be dangerous, offensive or liable to cause disruption;

(2) who refuses to produce or permit examination of any article, or the contents of any article, in the person's possession;

(3) who behaves or threatens to behave in a dangerous, offensive or disruptive way; or

(4) who is not entitled to receive notice of the General Meeting.

(e) Nothing in clause 12.2(d) limits the powers conferred on the Chair by law.

(f) The Directors may engage a Registry Services Provider to assist with the conduct of a General Meeting.

12.3 Adjournment

The Chair may adjourn a General Meeting from time to time and place to place, but no business may be transacted at any such adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

12.4 Members entitled to attend a General Meeting

An Eligible Member is entitled to attend a General Meeting.

12.5 Members entitled to vote in relation to a General Meeting or a Ballot

An Eligible Member is entitled to vote at a General Meeting and in a Ballot.

12.6 Postal and/or electronic ballots

(a) Any resolution that could be considered and voted upon at a General Meeting (other than the election of a Chair or the adjournment of the meeting) may be submitted to Eligible Members and voted upon by postal and/or electronic ballot conducted at such time and in such manner as the Directors decide (subject to any applicable Rules).

(b) The election of Elected Directors must be conducted by a postal and/or electronic ballot under clause 12.6(a) subject to specific requirements set out in clause 16(e).

(c) A resolution passed by a postal and/or electronic ballot is regarded as passed at the time the result of the ballot is declared, unless the wording of the resolution itself states otherwise.

12.7 Decisions of Eligible Members

(a) Subject to clause 12.7(b), each Eligible Member has 1 vote at a General Meeting and in a Ballot.

(b) In the case of an equality of votes, the Chair has a casting vote in addition to his or her deliberative vote.

(c) Except in the case of any resolution which under this Constitution or as a matter of law requires a special majority, questions arising at a General Meeting or submitted to Members in a Ballot are to be decided by a majority of votes cast by Eligible Members present at the meeting, or participating in the Ballot, and any such decision is for all purposes a decision of the Members.

(d) A resolution put to the vote at a General Meeting must be decided upon a show of hands unless a poll is demanded (whether before or after the declaration of the result of the show of hands) by a person or persons referred to in the Corporations Act.

(e) Unless a poll is demanded, a declaration by the Chair that a resolution has, on a show of hands, been carried, carried unanimously, carried by a particular majority or lost, and an entry to that effect made in the minutes is conclusive evidence of the fact of the number or proportion of votes recorded in favour of or against that resolution.

(f) If a poll is demanded it must be taken in such manner and at such time as the Chair directs and the result of any such poll is deemed to be the resolution of the General Meeting at which the poll was demanded.

(g) No objection may be raised as to the qualification of any voter except at the General Meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such General Meeting is valid for all purposes. Any such objection made in due time must be referred to the Chair, whose decision is final and conclusive.

12.8 Proxies

An Eligible Member may appoint a proxy to attend and/or vote at a General Meeting in accordance with the Corporations Act and any applicable Rules.

12.9 Quorum

(a) Subject to clause 12.9(c)(2), 100 Eligible Members present constitute a quorum at any General Meeting.

(b) No business may be transacted at any General Meeting unless a quorum is present at the commencement of the General Meeting.

(c) If within half an hour from the time appointed for a General Meeting, a quorum is not present, then the meeting:

(1) if convened upon a requisition of Eligible Members, must be dissolved; or

(2) in any other case, stands adjourned to such day and time within the next week at such place as the Chair determines and if at such adjourned meeting a quorum is not present those Eligible Members who are present constitute a quorum.

13. Directors

(a) The Board is comprised of:

(1) up to 6 Elected Directors elected under clause 14; and

(2) up to 4 Appointed Directors appointed under clause 15.

(b) No Director may receive any remuneration or other benefit in money or money's worth from the Club for his or her services as a Director.

(c) No Director may hold any salaried office of the Club, other than an Executive Officer who is also an Appointed Director under clause 15.

(d) A Director is entitled to be reimbursed all reasonable out of pocket expenses properly incurred by that Director in connection with the affairs of the Club.

(e) No Director may appoint an alternate director.

(f) The election or appointment of any Director is subject to and conditional upon any governmental approval required for that person to serve as a Director being obtained from the relevant governmental authority, including any approval required from the Victorian Commission for Gambling and Liquor Regulation (or its successor body) under the Liquor Control Reform Act or the Gambling Regulation Act. Until such governmental approval is obtained, the person may only act as a Director to the extent permitted by the relevant governmental authority.

(g) A person is not eligible to be nominated, elected or appointed as a Director if the aggregate of his or her various terms in office as a Director is 12 years or more at the time the election or appointment would take effect.

(h) A person is not eligible to be appointed as an Appointed Director if the aggregate of his or her various terms in office as an Appointed Director is 6 years or more at the time the appointment would take effect.

14. Election of Elected Directors

14.1 Nominating for election

(a) Not less than 42 days prior to the date for an AGM, the Company Secretary must give notice in writing to each Eligible Member of:

(1) all Elected Directors retiring under clause 16(a)(2), 16(c) or 16(d) at the relevant AGM; and

(2) the number of Elected Director vacancies (if any) that may be filled by Members.

(b) A Member may, on or before the Director Nominations Closing Date, nominate any other Eligible Member for election as a Director to fill an upcoming vacancy by giving written notice to the Company Secretary, in such manner as the Directors prescribe.

(c) Any Member who:

(1) is an Eligible Member on the Director Nominations Closing Date;

(2) has been nominated by at least 3 other Members who were each an Eligible Member on the Director Nominations Closing Date;

(3) provided a written consent to act as a Director on or before the Director Nominations Closing Date; and

(4) has provided a personal national police check that is dated no more than 90 days before the Director Nominations Closing Date,

is, subject to clause 13(g), a candidate for election as a Director.

(d) Any:

(1) Elected Director who:

(A) is due to retire under clause 16(a)(2) at the relevant AGM, or ceased to hold office under clause 16(c) or 16(d);

(B) is eligible to be re-elected;

(C) offers himself or herself for re-election by notice in writing received by the Company Secretary on or before the Director Nominations Closing Date; and

(D) has provided a personal national police check that is dated no more than 90 days before the Director Nominations Closing Date; or

(2) person nominated by the Directors on or before the date the materials referred to in clause 14.2(b)(1) are or would be finalised who has provided a personal national police check that is dated no more than 90 days before the date of the nomination,

is, subject to clause 13(g), a candidate for election as a Director.

(e) Notwithstanding clauses 14.1(b), 14.1(c) and 14.1(d), an Eligible Member, Elected Director or other person who is or becomes a Disqualified Person is not eligible to be:

(1) nominated for election as a Director;

(2) elected as a Director; or

(3) re-elected as a Director.

14.2 Deemed election, and election by Ballot

(a) If the number of candidates for election does not exceed the number of Elected Director vacancies, those candidates are deemed elected with effect from the end of the relevant AGM. Any Elected Director vacancy following this process is deemed a casual vacancy which may be filled under clause 17.

(b) If the number of candidates for election exceeds the number of Elected Director vacancies or clause 16(c) or 16(d) requires a Ballot, an election must be held by Ballot. The procedure for the Ballot must include the following elements:

(1) each Eligible Member must be sent:

(A) a notice setting out:

(i) the names of the Elected Directors who are retiring;

(ii) the names of all candidates for election under the Ballot;

(iii) instructions for voting in the Ballot, including the opening and closing times for the Ballot, provided the Ballot is open for no less than 14 days; and

(iv) any recommendations of the Directors in relation to the election;

(B) Ballot Materials with the full names of all candidates for election in such order determined by lot;

(2) an Eligible Member may vote in person, by post, electronically, or by such other means as may be prescribed by the Returning Officer from time to time;

(3) an Eligible Member may vote for up to as many candidates as there are vacancies to be filled;

(4) the Directors may engage a Registry Services Provider to assist with the conduct of the Ballot;

(5) at the conclusion of the Ballot the Returning Officer must, with the assistance of any Registry Services Provider, oversee the review and counting of the Ballot; and

(6) the results of the Ballot must be declared by the Chair at the relevant AGM.

14.3 The Returning Officer

(a) The Directors may appoint and/or remove the Returning Officer from time to time.

(b) To protect the independence of the Returning Officer, the Returning Officer must not:

(1) vote at any General Meeting;

(2) hold office as a Director; or

(3) nominate any person for election as a Director.

15. Appointed Directors

(a) The Directors may, subject to clauses 13(a)(2), 13(g), 13(h) and this clause 15, appoint an Eligible Member as a Director.

(b) An Eligible Member who is a Disqualified Person is not eligible to be appointed as a Director under clause 15(a).

(c) A resolution to appoint a Director under clause 15(a) is only passed if it receives the support of at least $^{2}/_{3}$ of the Directors who vote on the resolution.

(d) Subject to clause 18, the ordinary term of an Appointed Director commences on his or her appointment date and ends at the end of the 3rd AGM following the expiry of the last ordinary term for that position.

16. Term of office of Elected Directors

(a) Subject to clause 18, the ordinary term of office of an Elected Director:

(1) commences at the end of the 1st AGM following the Ballot in which that Director is elected; and

(2) ends by retirement at the end of the 3rd AGM following the date the Director's term of office commenced.

(b) Subject to this Constitution, a retiring Elected Director is eligible for re-election.

(c) If all of the Elected Directors cease to hold office at the same time, a Ballot must be conducted under clauses 14.2(b) and 16(e) to fill the vacancies, and the following transitional provisions apply:

(1) at the 1st AGM after such occurrence, 2 Elected Directors must retire. These retiring Elected Directors must be selected by unanimous agreement of all Elected Directors, or in the absence of such agreement within 14 days following the declaration of the results of the Ballot, these retiring Elected Directors are the Elected Directors who were elected in the Ballot by the lowest number of votes as certified by the Returning Officer;

(2) at the 2nd AGM after such occurrence, 2 Elected Directors that did not retire at the 1st AGM must retire. These retiring Elected Directors must be selected by unanimous agreement of all Elected Directors, or in the absence of such agreement within 14 days following the declaration of the results of the Ballot, these retiring Elected Directors are the Elected Directors who were elected in the Ballot by the lowest number of votes (excluding those who retired under clause 16(c)(1)) as certified by the Returning Officer; and

(3) at the 3rd AGM after such occurrence the remaining Elected Directors that did not retire at the 1st AGM or at the 2nd AGM must retire.

(d) If more than 2 but less than 6 of the Elected Directors cease to hold office at the same time:

(1) a Ballot must be conducted under clauses 14.2(b) and 16(e) to fill the vacancies;

(2) the time at which each of the Elected Directors elected under the Ballot will retire, being the 1st, 2nd or 3rd AGM after the Ballot, will be determined in accordance with the following:

(A) no more than 2 Elected Directors (including the Elected Directors who were not elected under the Ballot) will retire at the same time; and

(B) the AGM at which the Elected Directors elected under the Ballot will retire must be determined by unanimous agreement of the Directors, or in the absence of such unanimous agreement within 14 days following the declaration of the results of the Ballot, the longest term must be given to the Elected Director who was elected in the Ballot by the highest number of votes as certified by the Returning Officer, the

next longest term must be given to the Elected Director who was elected in the Ballot by the 2nd highest number of votes as certified by the Returning Officer, and so forth.

(e) Where a Ballot is conducted under clause 16(c) or 16(d), the following provisions apply:

(1) a candidate for election as a Director must be:

(A) eligible under clause 13(g); and

(B) an Eligible Member at all times during the Ballot;

(2) nominations of candidates for election must be called for and determined in accordance with applicable Rules;

(3) despite clause 14.2(b) – the results of the Ballot must be declared by notice to Eligible Members given:

(A) in the same way that the relevant Ballot Materials were sent; and

(B) within 7 days of completion of the counting of the Ballot; and

(4) despite clause 16(a) – the term of office of an Elected Director elected under the Ballot:

(A) commences at the time the results of the Ballot are declared under clause 16(e)(3); and

(B) ends by retirement at the time determined under clause 16(c) or 16(d) (as relevant).

17. Casual vacancies

(a) Where a casual vacancy arises in an office of a Director, the Directors may appoint any Eligible Member to fill that vacancy.

(b) An Eligible Member who is a Disqualified Person is not eligible to be appointed as a Director under clause 17(a).

(c) Any Director appointed to fill a casual vacancy holds office for the balance of the ordinary term for which the vacating Director was elected or appointed.

18. Vacation of office

In addition to the circumstances prescribed by the Corporations Act, the office of a Director becomes vacant if the Director:

(a) resigns by notice in writing to the Club;

(b) is or becomes a Disqualified Person;

(c) is convicted on indictment of an offence and the Directors do not within 1 month after that conviction resolve to confirm the Director's appointment or election (as the case may be) to the office of Director;

(d) is absent from 3 consecutive meetings of the Directors, without adequate excuse;

(e) becomes of unsound mind or a person who is, or whose estate is, liable to be dealt with in any way under the law relating to mental health;

(f) experiences an Insolvency Event;

(g) ceases to be an Eligible Member;

(h) does not obtain a Working with Children Check in Victoria or in the jurisdiction of the person's place of ordinary residence, within 4 months of the earlier of the date the Director:

(1) applied for that Working with Children Check; and

(2) was elected or appointed as a Director;

(i) the Director's Working with Children Check:

(1) is revoked (or equivalent);

(2) is surrendered (or equivalent) by the Director; or

(3) expires (or equivalent) and a new Working with Children Check is not obtained within 4 months of the date the previous Working with Children Check expired;

(j) in the case of an Appointed Director who is an Executive Officer at the time of his or her appointment as an Appointed Director, ceases to be an Executive Officer;

(k) is not approved by any relevant governmental or semi-governmental authority;

(l) has held office as an Appointed Director for an aggregate of 6 years, provided that where a Director reaches that time he or she may:

(1) subject to clauses 18(a) to 18(k), retain that office up to the end of the next AGM; and

(2) subject to this Constitution, be elected as an Elected Director at that time; and

(m) has held office as a Director (including any combination of capacities as an Elected Director and/or an Appointed Director) for an aggregate of 12 years, provided that where a Director reaches that time he or she may, subject to clauses 18(a) to 18(k), retain that office up to the end of the next AGM.

19. Powers and duties of Directors

(a) The business and affairs of the Club are to be managed by or under the direction of the Directors.

(b) The Directors may exercise all the powers of the Club except any powers that the Corporations Act or this Constitution requires the Club to exercise in General Meeting.

(c) Without limiting the generality of clause 19(b), the Directors may exercise all the powers of the Club to borrow or otherwise raise money, to charge any property or business of the Club and to issue debentures or give any other security for a debt, liability or obligation of the Club or of any other person.

(d) The Directors may determine how cheques, promissory notes, bankers drafts, bills of exchange or other negotiable instruments must be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by or on behalf of the Club.

20. Proceedings of Directors

20.1 President, Vice President and Finance Director

(a) The Directors must elect 1 of the Directors as president at the first meeting of the Directors after an AGM.

(b) The Directors may remove the President from office and elect another Director as President from time to time.

(c) The President has such powers and duties as set out in this Constitution and as determined by the Directors.

(d) The Directors must elect 1 of the Directors as vice president at the first meeting of the Directors after an AGM.

(e) The Directors may remove the Vice President from office and elect another Director as Vice President from time to time.

(f) The Vice President has such powers and duties as set out in this Constitution and as determined by the Directors.

(g) The Directors must elect 1 of the Directors as finance director at the first meeting of the Directors after an AGM.

(h) The Directors may remove the Finance Director from office and elect another Director as Finance Director from time to time.

(i) The Finance Director has such powers and duties as set out in this Constitution and as determined by the Directors.

20.2 Chairing a meeting of the Board

(a) The President must (if present within 15 minutes after the time appointed for the holding of a meeting of the Board and being willing to act) preside as chair.

(b) If at a meeting of the Board:

(1) there is no President;

(2) the President is not present within 15 minutes after the time appointed for the holding of the meeting; or

(3) the President is present within that time but is not willing to act as chair,

then the Vice President must preside as chair.

(c) If at a meeting of the Board:

(1) there is no President and no Vice President;

(2) neither the President or the Vice President is present within 15 minutes after the time appointed for the meeting; or

(3) neither the President or the Vice President is willing to act as chair,

then the Directors present must elect as chair another Director who is present and willing to act.

20.3 Meetings of the Board

The Directors must meet at least 8 times per year which must include meetings:

(a) within 14 days after each AGM;

(b) upon the Chief Executive Officer calling a Board meeting in the case of urgent business; and

(c) at such other times as necessary or desirable in the opinion of the Directors or the President.

20.4 Notice of a meeting of the Board

(a) Subject to this Constitution, notice of a meeting of the Board must be given to each person who is at the time of giving the notice a Director, other than a Director on leave of absence approved by the Directors.

(b) A notice of a meeting of the Board:

(1) must specify the time and place of the meeting;

(2) should where practicable state the nature of the business to be transacted at the meeting; and

(3) must be given in accordance with clause 36.2.

(c) In the absence of special circumstances, at least 48 hours' notice of a meeting of the Board should be given.

20.5 Decisions of Directors

(a) At a Board meeting when a question of order or procedure arises, the ruling of the Chair is the final determination of such a question.

(b) Subject to this Constitution, resolutions of the Directors are passed by a majority of the votes cast by Directors entitled to vote on the resolution.

(c) In the case of an equality of votes, the Chair has a casting vote in addition to his or her deliberative vote.

(d) Any Director who has a material personal interest in any matter that is being considered at a Board meeting must not vote on that matter, and must not be present whilst that matter is being considered at that meeting, except as permitted by the Corporations Act.

20.6 Quorum

(a) Subject to clause 20.6(b), any number not less than one half the number of Directors at any time is a quorum at a Board meeting.

(b) If after 30 minutes from the scheduled time of commencement of a Board meeting a quorum is not present, the Board meeting stands adjourned to a date to be fixed by the Chair and those present at the adjourned meeting constitute a quorum.

(c) If due to any vacancies, the number of Directors in office falls below 6, the continuing Directors may act to increase the number of Directors in accordance with clause 17(a), or to call a General Meeting, but for no other purpose.

20.7 Meetings held using technology

(a) The contemporaneous linking together by telephone or other electronic means (allowing reasonable interaction between them) of a number of the Directors sufficient to constitute an absolute majority of the Directors constitutes a meeting of the Directors.

(b) All the provisions in this Constitution relating to meetings of the Directors apply, so far as they can and with such changes as are necessary, to meetings of the Directors by telephone or other electronic means.

(c) A Director participating in a meeting by telephone or other electronic means is to be taken to be present in person at the meeting.

(d) A meeting by telephone or other electronic means is to be taken to be held at the place determined by the Chair provided that at least 1 of the Directors involved was at that place for the duration of the meeting.

20.8 Written resolutions

(a) If:

(1) all of the Directors have received reasonable notice of a proposed act, matter, thing or resolution; and

(2) such number of Directors who are eligible to consider the act, matter, thing or resolution and who together are an absolute majority of the Directors, assent to a document containing a statement to the effect that the act, matter or thing has been done or resolution has been passed,

then that act, matter, thing or resolution is to be taken as having been done at or passed by a meeting of the Directors.

(b) For the purposes of clause 20.8(a):

(1) the meeting is to be taken as having been held on the day on which, and at the time at which, the document was last assented to by 1 of those constituting that absolute majority;

(2) 2 or more separate documents in identical terms each of which is assented to by 1 or more of the relevant Directors are to be taken as constituting 1 document;

(3) a Director may signify assent to a document by signing the document or by notifying the Club of the Director's assent in person or by post, or by telephone, fax or other electronic means; and

(4) where a Director signifies assent to a document verbally in person or by telephone, the Director must by way of confirmation either:

(A) promptly send to the Club an email confirming the Director's assent; or

(B) sign the document at the next meeting of the Directors attended by that Director,

but failure to do so does not invalidate the act, matter, thing or resolution to which the document relates.

20.9 Validity

All acts performed or matters resolved by any Board meeting or by any person acting as a Director are valid as if that person was validly appointed, notwithstanding the subsequent discovery of some defect in the election or appointment of such person.

20.10 Rights of the Chief Executive Officer

If the Chief Executive Officer is not a Director:

(a) subject to clause 20.10(c), he or she has the right to attend any Board meeting, but he or she never has the right to vote at any such meeting;

(b) the right of the Chief Executive Officer to speak at a Board meeting may be determined from time to time by the Chair, but the Chair may not unreasonably prevent a Director from asking questions of the Chief Executive Officer at any such meeting nor the Chief Executive Officer from responding to such questions; and

(c) the Chief Executive Officer must not be present at a Board meeting:

(1) whilst any matter in which the Chief Executive Officer has a material personal interest is being considered; or

(2) at any other time determined by the Chair (subject to any contrary determination of the Directors).

20.11 Minutes and other Club documents

(a) The Club must maintain all books of minutes, books of account and other records as may be required by the Corporations Act or as determined by the Directors from time to time.

(b) The Directors must ensure that all documents that are required to be made available for inspection in accordance with the Corporations Act, are so made available.

21. Delegation

(a) Where this Constitution (including under clauses 5.1(b), 6.1, 8, 12.6, 14.3(a), 23(a) or 30), the general law or any relevant contract gives a power or discretion to:

(1) the Directors;

(2) the President, the Vice President or the Finance Director;

(3) a Director;

(4) the Company Secretary;

(5) the Chief Executive Officer; or

(6) the Returning Officer,

those people or that person may, by notice in writing, but subject to any direction of the Directors, delegate that power or discretion to any committee or other person.

(b) Any delegate must exercise the powers delegated in accordance with any directions set out in the delegation.

22. Chief Executive Officer

(a) The Directors must appoint a Chief Executive Officer, whose role is to manage the business and affairs of the Club, subject to the policy and specific directions given by the Directors.

(b) The remuneration and conditions of employment of the Chief Executive Officer must be determined by the Directors from time to time.

(c) The Directors may:

(1) confer on the Chief Executive Officer such powers, discretions and duties (including any powers, discretions and duties vested in or exercisable by the Directors) as they think fit; and

(2) withdraw, suspend or vary any of the powers, discretions and duties conferred on the Chief Executive Officer.

23. Company secretary

(a) The Directors must appoint a Company Secretary.

(b) The Company Secretary must, in addition to any duties and responsibilities set out in this Constitution:

(1) record in the minute books of the Club minutes of all resolutions and proceedings of all General Meetings and Board meetings; and

(2) maintain the register of Members and all associated records.

(c) The Company Secretary may, at the discretion of the Directors, receive remuneration in consideration for carrying out the duties of the Company Secretary.

24. Accounts

So as to enable periodic accounts to be prepared, the Directors must cause the Club to keep written financial records in relation to the business of the Club in accordance with the requirements of the Corporations Act and so as to identify the principal sources of revenue and any expenses relating to those sources and any profit or loss as required by the Corporations Act or any authority statutory or otherwise to which the Club must produce its accounts.

25. Audit

(a) The Club must appoint a registered company auditor to audit the books of account of the Club.

(b) The auditor must report the results of the audit to Members on an annual basis.

(c) The appointment, conduct, and removal of the auditor is governed by clause 11(b)(6) and the Corporations Act.

26. Senior coach

The senior coach is selected, appointed and removed by the Directors from time to time.

27. AFL Licence

The Club hereby grants to the AFL the power, subject to the terms and conditions of the AFL Licence, to appoint an administrator to the Club. Any administrator appointed by the AFL has the power, subject to the terms and conditions of the AFL Licence and notwithstanding anything contained in this Constitution, to:

(a) have full conduct and control of the Club;

(b) dismiss any or all of the Directors of the Club;

(c) arrange for the election of new Directors prior to the resignation of the administrator,

provided that this clause 27 ceases to have effect at such time as these powers are no longer required to be contained in this Constitution pursuant to the terms and conditions of the AFL Licence.

28. Liability and indemnity

28.1 Indemnities

(a) Subject to the prohibitions and limitations imposed by law, the Club indemnifies each Officer against any Liability (other than a liability for legal costs) incurred by the Officer as an officer or former officer of the Club or in the relevant capacity as an Additional Indemnified Person.

(b) Subject to the prohibitions and limitations imposed by law, the Club indemnifies each Officer against any reasonable legal costs and expenses incurred in defending an action for a Liability incurred by the Officer as an officer or former officer of the Club or in the relevant capacity as an Additional Indemnified Person.

28.2 Limit on indemnity

Nothing in clause 28.1 obliges the Club to indemnify an Officer in relation to proceedings brought against the Officer by the Club which are approved by the Directors.

28.3 Extent of indemnity

The indemnity in clause 28.1 is a continuing obligation and is enforceable by the Officer even though an Officer may have ceased to be an officer of the Club or an Additional Indemnified Person.

28.4 Insurance

The Club may, to the extent permitted by law:

(a) purchase and maintain insurance; or

(b) pay or agree to pay a premium for insurance,

for each Officer against any Liability incurred by the Officer as an Officer including a liability for negligence or for reasonable costs and expenses incurred in defending proceedings, whether civil or criminal and whatever their outcome.

28.5 Savings

Nothing in clause 28.1 or 28.4:

(a) affects any other right or remedy that a person to whom those clauses apply may have in respect of any Liability referred to in those clauses; or

(b) limits the capacity of the Club to indemnify or provide or pay for insurance for any person to whom those clauses do not apply.

28.6 Deed

The Club may enter into a deed with any Officer to give effect to the rights conferred by clauses 28.1 to 28.4, or the exercise of a discretion under clauses 28.1 to 28.4 on such terms as the Directors think fit provided they are not inconsistent with clauses 28.1 to 28.4.

29. Income and property

(a) The Club's income and property must be applied solely towards promoting the Club's objects.

(b) No part of the income or property of the Club may be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus, or other profit distribution, to any Member or to any person claiming through such a person.

(c) Nothing in clause 29(b) prevents the payment in good faith of:

(1) reasonable and proper remuneration to any employee of the Club;

(2) a reasonable and proper sum:

(A) in return for any services actually provided to the Club by;

(B) for goods supplied to the Club in the ordinary course of business by;

(C) by way of interest at a rate not exceeding the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic.) on money borrowed by the Club from; or

(D) by way of rent or a licence fee for premises made available to the Club by,

any Member;

(3) sums permitted to be paid under Chapter 2E of the Corporations Act;

(4) sums permitted to be paid under clause 13(d) or 23(c); or

(5) sums permitted to be paid under clause 28.

30. Suspension and cancellation of membership

30.1 Circumstances where suspension or cancellation of membership may occur

(a) Without limiting their powers under clause 30.1(b), where the Directors have reasonable grounds to believe that a Member has, or is likely to have, breached a Code of Conduct, the Directors may suspend the Member's membership for an interim period of no more than 14 days, in which case:

(1) the Member must be given notice of the interim suspension;

(2) the Directors must investigate the circumstances; and

(3) the Directors must either determine:

(A) they are not satisfied that the Member has breached a Code of Conduct, and in that event:

(i) the interim suspension ends at the time that determination is made; and

(ii) the Member must be notified accordingly; or

(B) they are satisfied the Member has breached a Code of Conduct, and in that event they must decide to:

(i) take no further action, and in that event the interim suspension ends at the time that decision is made;

(ii) issue a warning to the Member, and in that event the interim suspension ends at the time that warning is issued; or

(iii) make a determination under clause 30.1(b).

(b) Where the Directors are satisfied that a Member has breached a Code of Conduct, the Directors may, in:

(1) the case of a serious breach, or a further breach (whether or not related to any earlier breach) following a formal warning, determine to:

(A) suspend the Member's membership for a period of up to 6 months (less any period of interim suspension imposed under clause 30.1(a) in respect of the same breach); or

(B) cancel the Member's membership by notice in writing to the Member; or

(2) any other case – determine to suspend the Member's membership for a period of up to 1 month (less any period of interim suspension imposed under clause 30.1(a) in respect of the same breach),

provided that before making such a determination, the Directors must first provide the Member with:

(3) notice of the allegations; and

(4) a reasonable opportunity to respond in writing.

(c) Where a Member fails to pay:

(1) his or her Membership Fee, or any instalment of his or her Membership Fee; and/or

(2) fees in relation to a Membership Package, or any instalment of fees in relation to a Membership Package,

when due, the Directors may:

(3) suspend that Member's membership until payment in full of all sums owing is made; and/or

(4) where payment in full of all sums owing is not made within 7 days (whether or not suspension occurs under clause 30.1(c)(3)) of written notice from the Directors – cancel the Member's membership by notice in writing to the Member.

30.2 Effects of suspension and cancellation

(a) Any interim suspension or suspension imposed under clause 30.1 has the effect of preventing the Member from:

(1) exercising any Membership Rights; and

(2) enjoying any benefits he or she holds under any Membership Package,

whilst the interim suspension or suspension remains in effect.

(b) A Member who has his or her membership cancelled under clause 30.1(b)(1)(B) or 30.1(c)(4) may not reapply for membership of the Club without the consent of the Directors.

31. Liquor Control Reform Act

While the Club holds a Club Licence:

(a) no amount may be paid to any officer or employee of the Club by way of commission or allowance from the receipts of the Club for the supply of liquor;

(b) a visitor must not be supplied with liquor on Licensed Premises unless that visitor is:

(1) a Guest in the company of a Member (other than a Member under the age of 18 years); or

(2) an Authorised Gaming Visitor admitted in accordance with the rules of the Club;

(c) no person may be:

(1) admitted as an honorary or temporary member of the Club (if the Club has these types of memberships); or

(2) exempted from the obligation to pay the applicable Membership Fee,

unless the person is of a class specified in this Constitution and the admission or exemption is in accordance with this Constitution;

(d) the number of Eligible Members must constitute not less than 60% of the total membership of the Club, excluding honorary members and persons who are members by reason only of reciprocal arrangements with another club and persons whose rights as members are limited to rights as social or gaming members;

(e) a register of Guests of Members must be maintained on the Licensed Premises in accordance with all applicable requirements of the Liquor Control Reform Act and the Gambling Regulation Act and any other requirements as may be prescribed by the Directors; and

(f) if the Club also holds a venue operator's licence under the Gambling Regulation Act, all Authorised Gaming Visitors must:

(1) produce evidence of their residential address before being admitted to Licensed Premises;

(2) carry identification at all times while on Licensed Premises; and

(3) comply with any relevant rules of the Club while on Licensed Premises.

32. Modifying this Constitution

No modification may be made to this Constitution except by Special Resolution.

33. Liability of Members

Every Member undertakes to contribute to the assets of the Club if it is wound up while he or she is a Member or within 1 year afterwards for payment of the debts and liabilities of the Club contracted before the time at which he or she ceases to be a Member and the costs, charges and expenses of winding up and for an adjustment of the rights of contributories among themselves such amount as may be required not exceeding $20.

34. Codes of Conduct and Rules

34.1 Codes of Conduct

(a) The Directors may from time to time establish codes of conduct:

(1) for the purposes of:

(A) supporting the enjoyment of Club-related activities by Members and others;

(B) protecting the image and reputation of the Club;

(C) supporting the good order and integrity of the Club; or

(2) in relation to elections of Directors, Ballots or General Meetings.

(b) Any Code of Conduct must be made available on the Club's primary website.

34.2 Rules

(a) The Directors may from time to time, make, amend, add to, rescind or replace rules and procedures relating to:

(1) the conduct of Members;

(2) the appointment by an Eligible Member of a proxy to attend and/or vote at a General Meeting; and

(3) Ballots for the election of Directors or other purposes.

(b) To the extent of any conflict between this Constitution and any Rule, this Constitution prevails.

(c) Any Rule made, and any amendment, addition, rescission or replacement:

(1) has effect on and from the date it is made unless otherwise stated in the relevant instrument; and

(2) must be made available on the Club's primary website, provided that failure to do so does not render it or anything done in accordance with it void, voidable or ineffective.

(d) Any Rule:

(1) is as valid and enforceable as if it was repeated in this Constitution; and

(2) can be enforced by legal action.

(e) A failure by a Director, other officer of the Club or Member to comply with a Rule is deemed to be a failure by that Director, other officer of the Club or Member to comply with this Constitution.

35. Winding-up

In the event of the winding-up or dissolution of the Club:

(a) all Loan Collections must be returned to the lender;

(b) all Permanent Collections must be given or transferred to a similar institution or institutions having objects similar to the objects set out in clause 3 and meeting the requirements of section 30 of the *Income Tax Assessment Act 1997* (Cth) and whose constitution prohibits the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Club under or by virtue of this Constitution, such institution or institutions being determined by the Eligible Members at or before the time of dissolution and in default by the Supreme Court of Victoria for determination in perpetuity for the benefit of the Australian public; and

(c) any other property remaining after dealing with all Loan Collections and Permanent Collections and satisfying all the debts and liabilities of the Club may not be paid or transferred to Members but must be given or transferred to any institution or institutions having objects similar to the objects of the Club and whose constitution prohibits the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Club under this Constitution, such institution or institutions being determined by the Members at or before the time of winding-up or dissolution, but if the Members cannot or do not determine this, as determined by the Supreme Court of Victoria.

36. Notices

36.1 Notice to a Member

(a) A notice may be given by the Club to a Member by:

(1) serving it personally at, or by sending it by post in a prepaid envelope to, the Member's registered address;

(2) sending it to the fax number or electronic address, or such other address or contact details, in the register of members; or

(3) posting it in a 'Notices' section of the Club's primary website, provided that where the Member has a valid email address or mobile phone number recorded in the register of Members, an email or other electronic communication must be sent to the email address or mobile phone number to advise him or her that the notice is so available (unless the Member has requested that the Club not provide such emails or other electronic communications).

(b) A Member may give notice to the Club requesting that notices to that Member be given by post, in which case the Club may only give that Member a notice in a manner envisaged by clause 36.1(a)(1).

36.2 Notice to a Director

Subject to this Constitution, a notice may be given by the Club to any Director either by serving it personally at, or by sending it by post in a prepaid envelope to, the Director's usual residential or business address, or by sending it to the fax number or electronic address, or such other address as the Director has supplied to the Club for the giving of notices.

36.3 Notice to the Club

Subject to this Constitution, a notice may be given by a Member or Director to the Club by serving it on the Club at, or by sending it by post in a prepaid envelope to, the Office or principal mailing address of the Club or by sending it to the principal fax number or principal electronic address of the Club at the Office.

36.4 Service of notices

Where:

(a) a notice is sent by post – service of the notice is taken to be effected 3 days after it is sent provided a prepaid envelope containing the notice is properly addressed and placed in the post;

(b) a notice is sent by fax or electronic means – service of the notice is to be taken to be effected on the next Business Day after it is sent; or

(c) the Club gives a notice under clause 36.1(a)(3), service of the notice is to be taken to be effected on the next Business Day after the notice is posted on the Club's primary website, but where clause 36.1(a)(3) requires an email or other electronic communication to be sent for notice to be given to a Member under that clause, service is taken to be effected on the next Business Day after the email or other electronic communication is sent.

37. Replaceable rules

The replaceable rules for a company under the Corporations Act do not apply to the Club.

38. Definitions and interpretation

38.1 Definitions

In this Constitution:

60 Year Member means a person who has been a member of the Club for 60 consecutive years or more.

2018 AGM Date means 17 December 2018.

Additional Indemnified Person means a person determined by the Directors from time to time under (c) in the definition of Officer.

AGM means an annual general meeting of the Club.

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

AFL Licence means the licence agreement entered into between the Club and the Victorian Football League on 25 January 1986, and including any licences entered into between the Club and the AFL that are intended to replace that licence.

Appointed Director means a Director appointed under clause 15(a).

Authorised Gaming Visitor means an 'authorised gaming visitor' within the meaning of the Liquor Control Reform Act.

Ballot means a postal and/or electronic ballot conducted under clause 12.6.

Ballot Materials means:

(a) ballot papers; or

(b) materials or communications facilitating electronic voting in the relevant Ballot.

Board means the board of Directors of the Club as constituted from time to time.

Business Day means a day other than a Saturday, Sunday or public holiday in Melbourne, Victoria.

Chair means the chair of the relevant meeting under clause 12.1 or 20.2 (as the case may be).

Chief Executive Officer means the chief executive officer of the Club, or such other person who has been appointed to carry out the roles and responsibilities of a chief executive officer.

Club means the company Essendon Football Club (ACN 004 286 373).

Club Licence means a club licence issued under the Liquor Control Reform Act.

Code of Conduct means a code of conduct established by the Directors under clause 34.1(a).

Company Secretary means a company secretary of the Club.

Constitution means this constitution.

Corporations Act means the *Corporations Act 2001* (Cth).

Designated Companion means the designated companion of an Ordinary Member who holds a current National Companion Card.

Director means a director of the Club, and includes an Elected Director and an Appointed Director.

Director Nominations Closing Date means:

(a) the date 35 days prior to the date of the relevant AGM (or the next Business Day if that date is not a Business Day); or

(b) in the case of a Ballot held under clause 16(c) or 16(d), the date set out in the relevant Rules.

Disqualified Person means a person who at any time has been disqualified from managing corporations under the Corporations Act or has been subject to any equivalent disqualification under predecessor legislation (whether or not that disqualification remains in place), but if applicable law (including equal opportunity legislation) would, at a particular time, have the effect that such person would experience prohibited discrimination or otherwise be treated unlawfully because of the person's status as a Disqualified Person, that person is not a Disqualified Person at that time.

EFC External Club Support Member means:

(a) a current holder of an AFL membership who has currently nominated the Club to the AFL as his or her club of support for the purposes of that membership; or

(b) a natural person who has subscribed to a Membership Package through an external organisation pursuant to an arrangement with the Club which the Directors have approved for the purpose of qualifying for membership, subject to this Constitution.

Elected Director means a Director elected under this Constitution, or appointed to fill a casual vacancy in the office of a Director elected under this Constitution.

Eligible Member in relation to a General Meeting or a Ballot, or other relevant event or circumstance, means an Ordinary Member or a Life Member unless that Member:

(a) as at the relevant Participation Eligibility Date or other relevant time:

(1) was not a Member;

(2) has not paid his or her Membership Fee (or any instalment of his or her Membership Fee) relating to the current year of his or her membership (and has not been exempted from the obligation to pay the relevant Membership Fee under clause 7(b)); or

(3) in the case of an Ordinary Member, has any outstanding fees (or instalments of any fees) in respect of his or her Membership Package relating to the current year of his or her membership; or

(b) is the Returning Officer.

Executive Officer means an officer of the Club within the meaning of paragraph (b) in the definition of 'officer of a corporation' in the Corporations Act in its form as at the 2018 AGM Date.

Finance Director means the finance director of the Club holding that office under clause 20.1(g).

Financial Year of the Club is the 12 month period commencing on 1 November in each year, subject to any change in accordance with the Corporations Act.

Gambling Regulation Act means the *Gambling Regulation Act 2003* (Vic.).

General Meeting means a general meeting of the Club and includes an AGM.

Guest means a person introduced to the Club by a Member in accordance with this Constitution.

Hall of Fame means any hall of fame to recognise and honour the players, supporters, officials, history and traditions of the Club.

Home Ground means a home ground from time to time of the Club's senior team in the AFL Premiership competition.

Honorary Member means a person who is a Member under clause 5.2(d).

Insolvency Event means:

(a) the person is placed into bankruptcy, an order is made by a court that the person be placed into bankruptcy, or the person gives notice of the person's intention to be placed into bankruptcy;

(b) a trustee in bankruptcy is appointed in respect of the person or any property of the person or an order is made by a court that a trustee in bankruptcy be appointed in respect of the person or any property of the person;

(c) the person is, or states that the person is or may become, unable to pay the person's debts as and when they fall due; or

(d) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Liability means a loss, liability, cost, charge or expense.

Licensed Premises means those parts of any premises of the Club which have been licensed pursuant to a Club Licence for the provision of liquor and/or gambling facilities.

Licensed Premises Life Member means a person who is a Member under clause 5.2(f).

Licensed Premises Member means a person who is a Member under clause 5.2(e).

Life Member means a person who is a Member under clause 5.2(b).

Liquor Control Reform Act means the *Liquor Control Reform Act 1998* (Vic.).

Loan Collections means those items lent to the Hall of Fame for specific exhibitions or research, in relation to which items property remains with the lender.

Member means a person who is a member of the Club under clause 5.

Membership Fee in relation to a particular Member means the ordinary subscription payable for membership in the relevant class of membership under this Constitution.

Membership Package means benefits (which may include rights to attend matches in which a team of the Club participates, rights to purchase AFL finals tickets where a team of the Club may be competing, access to communications from the Club and entitlements to merchandise) which may be acquired from time to time by the relevant Member in connection with his or her membership.

Membership Rights means the rights of a Member under this Constitution and the Corporations Act in his or her capacity as a Member, but for the avoidance of doubt these rights do not include any benefits forming part of a relevant Membership Package.

National Companion Card means a companion card issued to eligible persons with a disability by the Commonwealth or any Australian State or Territory government.

Office means the registered office of the Club.

Officer means each of the following:

(a) a Director, Company Secretary or Executive Officer;

(b) a former Director, Company Secretary or Executive Officer who held that office on or at any time after the 2018 AGM Date; or

(c) any other person determined by the Directors from time to time.

Ordinary Member means a person who is a Member under clause 5.2(a).

Participation Eligibility Date in relation to a General Meeting or Ballot means:

(a) the 31 July immediately preceding the relevant General Meeting or Ballot; or

(b) any other date specified by the Directors being not more than 30 days and not less than 14 days prior to the date of such General Meeting or prior to the date Ballot Materials for such Ballot are or would be finalised.

Permanent Collections means those items collected by way of donation, bequest, purchase or transfer for display in the Hall of Fame and in respect of which property passes to the Club upon acquisition.

President means the president of the Club holding that office under clause 20.1(a).

Registry Services Provider means a professional registry and/or membership services provider nominated by the Directors.

Returning Officer means the person serving as returning officer of the Club under clause 14.3.

Rule means a code of conduct, rule or procedure of the Club made under clause 34.1 or 34.2.

Special Resolution means a resolution that has been passed by at least 75% of the votes cast by Eligible Members, and of which notice has been given in accordance with the Corporations Act.

Vice President means the vice president of the Club holding that office under clause 20.1(d).

Working with Children Check means a current official government volunteer or employee (or equivalent) working with children clearance (or any equivalent successor or replacement clearance).

Youth Member means a person who is a Member under clause 5.2(c).

38.2 Interpretation

In this Constitution headings and bold typing are included for convenience only and do not affect interpretation and:

(a) a reference to a word includes the singular and the plural of the word and vice versa;

(b) a reference to a gender includes any gender;

(c) if a word or phrase is defined, then other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;

(d) a term which refers to a person includes a person in any capacity, a body corporate, an unincorporated body (for example a society or association), a trust, a partnership, a sovereign state, a government or a government department or agency;

(e) a reference to a document includes a reference to that document as amended, novated, supplemented, varied or replaced;

(f) a reference to a statute or regulation or a provision of a statute or regulation is a reference to that statute, regulation or provision as amended or a statute, regulation or provision replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws made or issued under that statute;

(g) a reference to a document is a reference to a document of any kind including an agreement in writing, a certificate, a notice, or an instrument;

(h) a reference to an entity, other than the Club or a Member, which ceases to exist or whose powers or functions are transferred to another entity, is a reference to the entity which replaces it or which substantially succeeds to its powers or functions;

(i) a Member is present at a General Meeting if the Member is present in person or by proxy;

(j) a reference to a resolution includes a Special Resolution;

(k) a Member is regarded as having paid the Member's Membership Fee at a relevant time if that Member has:

(1) paid the Member's Membership Fee in full; or

(2) entered into an agreement with the Club to pay the Member's Membership Fee by instalments and has paid the first instalment and all other instalments which have fallen due up to the relevant time;

(l) a Director is present at a meeting of Directors, if the Director is present in person or by proxy;

(m) a reference in this Constitution related to voting at a General Meeting includes voting in a postal and/or electronic ballot;

(n) a reference in general terms to a person holding or occupying a particular office or position includes a reference to any person who occupies or performs the duties of that office or position; and

(o) specifying anything after the words **including**, **includes**, **for example** or similar expressions does not limit what else is included unless there is express wording to the contrary.

38.3 Exercise of powers

(a) Where this Constitution provides that a person or body may do a particular act or thing and the word **may** is used, the act or thing may be done at the absolute discretion of the person or body unless there is express wording to the contrary.

(b) Where this Constitution confers a power to do a particular act or thing, the power is, unless the contrary intention appears, to be taken as including a power:

(1) exercisable in the like manner and subject to the like conditions (if any) to repeal, rescind, revoke, amend or vary that act or thing; and

(2) to do the act or thing from time to time.

(c) Where this Constitution confers a power to do a particular act or thing with respect to particular matters, the power is, unless the contrary intention appears, to be taken to include a power to do that act or thing with respect to some only of those matters or with respect to a particular class or particular classes of those matters and to make different provision with respect to different matters or different classes of matters.

(d) Where this Constitution confers a power to make appointments to any office or position other than Director, the power is, unless the contrary intention appears, to be taken to include a power:

(1) to appoint a person to act in the office or position until a person is appointed to the office or position;

(2) subject to any contract between the Club and the relevant person and any applicable industrial law, to remove or suspend any person appointed, with or without cause; and

(3) to appoint another person temporarily in the place of any person so removed or suspended or in place of any sick or absent holder of such office or position.

(e) Where this Constitution imposes a duty then, unless the contrary intention appears, the duty must be performed from time to time as the occasion requires.

(f) Where this Constitution confers a power or imposes a duty on the holder of an office as such then, unless the contrary intention appears, the power may be exercised and the duty must be performed by the holder for the time being of the office.

(g) Where this Constitution confers power on a person or body to delegate a power or discretion:

(1) the delegation may be concurrent with, or to the exclusion of, the performance or exercise of that power or discretion by the person or body;

(2) the delegation may be either general or limited in any manner provided in the terms of delegation;

(3) the delegation need not be to a specified person but may be to any person from time to time holding, occupying or performing the duties of, a specified office or position;

(4) the delegation may include the power to delegate;

(5) where the performance or exercise of that power or discretion is dependent upon the opinion, belief or state of mind of that person or body in relation to a matter, that power or discretion may be performed or exercised by the delegate upon the opinion, belief or state of mind of the delegate in relation to that matter; and

(6) the power or discretion so delegated, when performed or exercised by the delegate, is to be taken to have been performed or exercised by the person or body.