
***Constitution
Of
Carlton Football Club Ltd***

[Proposed replacement version for approval – 22 February 2022]

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Corporations Act 2001

Company Limited by Guarantee not having a share capital

Constitution of Carlton Football Club Ltd

1. Interpretation

1.1 Definitions

Act means the *Corporations Act 2001 (Cth)* as modified or amended from time to time.

AFL means the Australian Football League.

AFL Football means the game of Australian Rules football.

AFL Licence means the licence agreement entered into between the Club and the Victorian Football League on or about 15 November 1985, as amended from time to time, and including any licences entered into between the Club and the AFL that are intended to replace the AFL Licence.

AFL Member with Club Support means any person who has been admitted by the AFL as an AFL member and who has nominated the Club under the terms of that membership and who has been admitted as a Member under clause 3.4.

Annual Subscription Fee means:

- (a) in relation to a particular Member (other than an AFL Member with Club Support), the ordinary subscription fee payable for Membership in the relevant class of Membership; or
- (b) in relation to an AFL Member with Club Support, the membership fee payable for membership of the AFL as an AFL Member with Club Support.

Auditor means an auditor appointed in accordance with clause 11.16.

Board or Board of Directors means the Directors of the Club.

Board Meeting means a meeting of the Board.

Closing Time means 5.00 pm on the date set for an election.

Club means the Carlton Football Club Limited.

Club Premises means any premises occupied by the Club and in respect of which the Club holds a liquor licence and/or a gaming licence.

Constitution means this Constitution, as altered or added to from time to time.

Director Eligibility Criteria has the meaning given to that term in clause 9.2(f).

Directors means the directors of the Club.

Employee means, for the purposes of this Constitution, all persons subject to a contract of service to the Club.

Gaming Member means any person who has been admitted as a Member under clause 3.8.

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

GST means goods and services tax under the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as in force from time to time.

Honorary Member means any person who has been admitted as a Member under clause 3.7.

Independent Nominations Committee means the committee appointed by the Board in accordance with clause 11.11(c).

Junior Member means any person who has been admitted as a Member under clause 3.5.

Life Member means any person who has been admitted as a Member under clause 3.6.

Member means all classes of membership of the Club, but unless otherwise stated excludes members of other entities regardless of whether or not that membership entitles the person to attend home games of the Club, and **Membership** has a corresponding meaning.

Member Present means, in connection with a General Meeting, the Voting Member being present in person or by proxy, by attorney and includes being present at a different venue from the venue at which other Voting Members are participating in the same meeting (including by participating via an electronic facility or facilities), providing the pre-requisites for a valid meeting at different venues are observed.

Nomination Form means the form for nomination as a candidate for election as a Director in the form provided by the Secretary from time to time.

Objects means the objects set out in clause 2.1.

Office means the registered office for the time being of the Club.

Officer has the same meaning ascribed to that term in the Act.

Ordinary Member means any person who has been admitted as a Member under clause 3.3.

Ordinary Resolution means a resolution passed by a majority of those Voting Members or Directors who are present and entitled to vote at a duly convened General Meeting or Board Meeting (as the case may be).

Player means any person contracted by the Club from time to time to play AFL Football for the Club.

Player Life Membership Criteria means, in respect of a Player, the criteria set by the Board from time to time by Ordinary Resolution.

Register means the Register of Members prepared pursuant to clause 3.11.

Returning Officer means the person appointed to that position in accordance with clause 9.7(b).

Secretary means any person appointed to perform the duties of the secretary of the Club.

Term of Office, in relation to a Director, means:

- (c) a period commencing on the date on which a Director is elected (or appointed) by Voting Members and ending on the next date on which the Director must be elected (or re-elected) by Voting Members; and
- (d) where the Director has served 3 consecutive Terms of Office but remains in office for the period referred to in clause 9.3(d)(ii), that period.

Virtual Meeting has the meaning given to that term in clause 6.1(a)(i).

Voting Members means:

- (a) Ordinary Members;
- (b) AFL Members with Club Support;
- (c) Life Members;
- (d) Honorary Members; and
- (e) subject to the terms of this Constitution, Members of any other class of Membership which the Board designates as Voting Members from time to time.

1.2 Interpretation

In this Constitution, unless the context requires otherwise:

- (a) clause and subclause headings are for reference purposes only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) a reference to a person includes any other entity recognised by law and vice versa;
- (e) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) any reference to a party to this document includes its successors and permitted assigns;
- (g) any reference to any agreement or document includes that agreement or document as amended at any time;
- (h) the use of the word **includes** or **including** is not to be taken as limiting the meaning of the words preceding it;
- (i) the expression **at any time** includes reference to past, present and future time and performing any action from time to time; and
- (j) an agreement, representation or warranty by two or more persons binds them jointly and severally and is for the benefit of them jointly and severally.

1.3 Application of relevant legislation

- (a) Every Member is bound to further, to their best ability, the Objects, interests, influence and standing of the Club and must observe this Constitution and the rules and regulations of the Club in force from time to time.
- (b) Each of the provisions of the sections or sub-sections of the Act which would but for this clause 1.3 apply to the Club as a replaceable rule within the meaning of the Act are displaced and do not apply to the Club except insofar as they are repeated in this Constitution.

1.4 Exercise of Powers

The Club may, in any manner permitted by the Act, exercise any power, take any action, or engage in any conduct or procedure which is authorised by this Constitution and which is permissible under the Act.

2. Preliminary

2.1 Objects

The Club exists for the benefit of its supporters and the community. The Club's objective is to provide its supporters with pride, enjoyment, engagement, fulfilment and hope of success in the playing of AFL Football while adhering to the following Club commitments:

- (a) to organise, lead, administer and provide support for a team or teams of Players bearing the name of the Carlton Football Club in any competition with other clubs primarily within Australia, but if necessary or desirable in the opinion of the Board, in any other part of the world;
- (b) to strive for success on a sustainable basis including the pursuit of premierships;
- (c) to actively promote the playing of, and participation in, AFL football in general and to welcome all people who play, administer and support the game;
- (d) to acknowledge the Traditional Owners of the lands upon which the Club plays, at home and away, and to honour the contribution of the First Nations Peoples to the formation, development, and celebration of the game;
- (e) to promote health, fitness, community wellbeing and belonging by:
 - (i) being positive role models;
 - (ii) supporting clinics within schools and at community events;
 - (iii) providing access to the Club's facilities for organised community groups;
 - (iv) participating in multi-cultural programs;
 - (v) supporting social, cultural and gender diversity across the Club;
 - (vi) promoting environmental sustainability awareness and education and having regard to interests of the Club, the game and the community in the long term;
- (f) to promote and actively support worthwhile causes including charitable organisations which can benefit from an association with, and assistance from, the Club; and

- (g) any other activities that will provide benefit to the community and the Club consistent with the Club commitments.

2.2 Name and Motto

The name of the Club is the "Carlton Football Club Limited" and the motto is "*Mens Sana In Corpore Sano*" the English translation of which is "*Sound In Mind And Sound In Body*".

2.3 Uniform of the Club

The uniform of the Club is a navy blue jersey with a white Carlton Football Club monogram, navy blue socks and navy or white shorts as presently endorsed by the AFL or any other uniform that may be approved by Ordinary Resolution of the Board and approved by the AFL from time to time.

3. Membership

3.1 Membership Unlimited

The number of Members of the Club is unlimited.

3.2 Classes of Membership

The Club will consist of the following classes of Members:

- (a) Ordinary Members;
- (b) AFL Members with Club Support;
- (c) Junior Members;
- (d) Life Members;
- (e) Honorary Members;
- (f) Gaming Members; and
- (g) any other classes of Membership created under clause 3.9.

3.3 Ordinary Members

- (a) Unless the Board determines otherwise or a person is otherwise deemed to be an Ordinary Member by virtue of this Constitution, any person of not less than 18 years of age who has paid the relevant Annual Subscription Fee by 1 September each year or has entered into an agreement to pay the relevant Annual Subscription Fee by instalments with the last instalment to be paid prior to 1 September each year, in each case, entitling that person to:
 - (i) attend a minimum of either all home games of the Club played in the AFL men's competition or all home games of the Club played in the AFL women's competition; or
 - (ii) be classified as a Country & Interstate Member according to AFL and Club guidelines (which includes demonstrating to the reasonable satisfaction of the Club that they ordinarily reside outside metropolitan Melbourne),

during the year of Membership, is eligible to be an Ordinary Member for that year and becomes an Ordinary Member once registration takes place in accordance with clause 3.11.

- (b) Players, Directors, Officers and Employees are deemed to be Ordinary Members of the Club for such time as they remain Players, Directors, Officers and Employees.

3.4 AFL Member with Club Support

Unless the Board determines otherwise, any person of not less than 18 years of age who has paid the relevant Annual Subscription Fee by 1 September each year or has entered into an agreement to pay the relevant Annual Subscription Fee by instalments with the last instalment to be paid prior to 1 September each year, in each case, entitling that person to attend a minimum of all home games of the Club during the year of Membership, is eligible to be an AFL Member with Club Support for that year and becomes an AFL Member with Club Support once the person has satisfied the requirements of clause 3.13.

3.5 Junior Members

- (a) Unless the Board determines otherwise, any person under 18 years of age, who has paid the relevant Annual Subscription Fee by 1 September each year or whose legal guardian has entered into an agreement to pay the relevant Annual Subscription Fee by instalments with the last instalment to be paid prior to 1 September each year, is entitled to be a Junior Member of the Club for that year, and becomes a Junior Member once registration takes place in accordance with clause 3.11.
- (b) A Junior Member's rights to use of, and attendance on, Club Premises will be subject to the provisions of the *Liquor Control Reform Act 1998* (Vic).
- (c) Junior Membership does not confer the right to attend or vote at General Meetings or elections.

3.6 Life Members

- (a) The Directors may in their discretion annually appoint as Life Members such persons as they may consider to be entitled to Life Membership by reason of special services rendered to the Club.
- (b) Any Player having achieved the Player Life Membership Criteria, will be deemed to be a Life Member of the Club with effect from the annual general meeting of the Club immediately following that occurrence.
- (c) Any person appointed as a Life Member is exempted from payment of any further Annual Subscription Fee, but nevertheless has the same voting rights as an Ordinary Member.

3.7 Honorary Members

- (a) The Directors may in their discretion appoint as Honorary Members such persons as they may consider to be entitled to Honorary Membership by reason or special services rendered to the Club, their standing in the community or otherwise.
- (b) Any person appointed as an Honorary Member is exempted from payment of any Annual Subscription Fee, but nevertheless has the same voting rights as an Ordinary Member.

3.8 Gaming Members, Guests and Authorised Gaming Visitors

- (a) Any person of not less than 18 years of age may apply to become a Gaming Member.
- (b) To apply for a Gaming Membership, an applicant must complete an application form and comply with such other requirements as determined by the Board from time to time. The Board may in its absolute discretion determine to accept or reject any application for a Gaming Membership.
- (c) Gaming Members will not be admitted as Gaming Members for a period greater than 12 months or for such other period as the Board may determine.
- (d) Gaming Membership does not confer the right to attend any home games of the Club or the right to attend or to vote at any General Meeting or election of the Club.
- (e) A Gaming Member of the Club is entitled to enter any Club Premises for the purpose of operating gaming machines lawfully installed on the Club Premises and for the purpose of access to the licensed facilities of the Club.
- (f) The Secretary will maintain a guest register book at the entrance to any Club Premises in which the details of Gaming Members' guests are to be recorded. Such details will include the name and address of the guests. A Gaming Member will sign the guest register book to verify the guest's details. Where the Club holds a venue operator's licence at that premises, any authorised gaming visitors (as defined in the *Liquor Control Reform Act 1998* (Vic)) must:
 - (i) provide evidence of their residential address before admission;
 - (ii) carry identification at all times whilst on the Club Premises; and
 - (iii) comply with any relevant rules from time to time of the Club whilst on the Club Premises.

3.9 Other Classes of Membership

Subject to the Act, the Board, in its absolute discretion, has the right to establish other classes of Membership, determine the rights attaching to those other classes of Membership, or vary existing classes of Membership (prior to a person becoming a Member for a year of Membership and in respect of that year of Membership), from time to time.

3.10 Subscriptions

- (a) Annual Subscription Fees for Ordinary Members of the Club or other classes of Members, where applicable, must be paid before 1 September in each year.
- (b) The Annual Subscription Fees of the Club for Members, depending on the class of Membership and where applicable, will be a sum determined by the Board from time to time.
- (c) A Voting Member who, by the terms of their Membership, is required to pay an Annual Subscription Fee and has not paid their Annual Subscription Fee in full by 1 September in a particular year is not eligible to vote at the annual general meeting which relates to that year or in any election of the Club held immediately prior to such annual general meeting.

3.11 Register of Members

Upon receipt of an application for Membership and upon the payment of the Annual Subscription Fee or the payment of the first instalment of the Annual Subscription Fee, unless the Board rejects such application, the Secretary will cause to be entered in the Register the name and address of the applicant, such particulars being those supplied by the applicant on their application for Membership.

3.12 Voting rights

Subject to clause 3.10(c), only Voting Members are entitled to attend and vote at General Meetings or vote in elections.

3.13 Application for Membership

An application for Membership or renewal of Membership must be made in the form and manner determined by the Board from time to time, which may include lodgement by electronic means.

3.14 Member warranties and other matters relating to Members

- (a) Upon applying for Membership and by paying, or agreeing to pay by instalments, the relevant Annual Subscription Fee, the applicant (or where a person is deemed by this Constitution to be an Ordinary Member or is otherwise appointed as a Member, the person) warrants and confirms that:
 - (i) other than in respect of Junior Membership, upon appointment to Membership, they are over 18 years of age;
 - (ii) they agree to be bound by the Constitution;
 - (iii) they do not apply for Membership as a nominee or trustee of any other person;
 - (iv) if they hold multiple Memberships, they are only entitled to exercise rights as a Voting Member in relation to one of those Memberships and the Club may disregard any attempt to exercise rights as a Voting Member in relation to multiple Memberships; and
 - (v) they agree that if the Club is wound up while the applicant is an Ordinary Member or AFL Member with Club Support or within one year after the applicant or person ceases to be an Ordinary Member or AFL Member with Club Support (as applicable), the applicant or person is liable to contribute up to \$50.00 to the assets of the Club.
- (b) The Club:
 - (i) must not accept more than one application for Membership from any one person; and
 - (ii) must not accept any applications for Membership made by a nominee or by a person acting as trustee for another person or persons.

3.15 Period of Membership

- (a) Membership of the Club will be for one year (or part thereof).
- (b) The Membership of an Ordinary Member, Junior Member and Honorary Member will commence on the later of:

- (i) where applicable, the payment of the Annual Subscription Fee (or the first instalment of the Annual Subscription Fee) for the relevant year of Membership; and
 - (ii) the close of the annual general meeting for the previous year,
- and, subject to clause 4, such Membership will cease immediately after the close of the annual general meeting for the relevant year of Membership.
- (c) The Membership year of a Gaming Member will be determined by the Directors from time to time.

3.16 Liquor Control

- (a) A visitor to Club Premises must not be supplied with liquor in the Club Premises unless the visitor is:
 - (i) a guest in the company of a Member of the Club; or
 - (ii) an authorised gaming visitor admitted in accordance with the Constitution.
- (b) No Officer or servant of the Club may receive payment or part payment by way of commission or allowance from or upon the receipts of the Club for the sale and disposal of liquor.
- (c) No person will be:
 - (i) admitted as an honorary or temporary Member of the Club; or
 - (ii) be exempted from the obligation to pay the relevant Annual Subscription Fee for Membership of the Club,except as permitted by this Constitution.

4. Cessation of Membership

4.1 Resignation of Membership

A Member may at any time by giving notice in writing to the Secretary resign their Membership of the Club, but will be liable for:

- (a) any arrears of the relevant Annual Subscription Fee;
- (b) all arrears on any account due and unpaid owing to the Club; and
- (c) a sum not exceeding \$50.00 for which they are liable as a Member of the Club under 3.14(a)(v) of this Constitution.

4.2 Expulsion, censuring, suspension of a Member

The Board has the power to censure, suspend or expel a Member from the Club if a Member:

- (a) willfully refuses or neglects to comply with the provisions of this Constitution; or
- (b) is guilty of any conduct which in the opinion of the Board is unbecoming of a Member or prejudicial to the interest of the Club, provided that, in the case of expulsion:

- (i) at least 7 days before the Board Meeting at which a resolution for their expulsion is passed, the Member has had notice of such meeting and of what is alleged against them and of the intended resolution for expulsion; and
- (ii) at such meeting and before the passing of such resolution they have had an opportunity to give orally or in writing any explanation or defence they may think fit.

5. General Meetings

5.1 Annual general meeting

The Club must hold an annual general meeting of the Club on a date nominated by the Board and in accordance with the Act.

5.2 Calling of General Meeting when requested by Members

- (a) The Directors of the Club must call and arrange to hold a General Meeting on the request of:
 - (i) Voting Members with at least 5% of the votes that may be cast at the General Meeting; or
 - (ii) at least 100 Voting Members who are entitled to vote at the general meeting
- (b) The request referred to in clause 5.2(a)(i) must:
 - (i) be in writing; and
 - (ii) state any resolution to be proposed at the meeting; and
 - (iii) be signed by the Voting Members making the request; and
 - (iv) contain the addresses and Membership numbers of the Voting Members making the request; and
 - (v) be given to the Club.

5.3 Notice period

Subject to the Act, the Club must give 21 days' notice of General Meetings to Voting Members.

5.4 Notice of General Meetings

Written notice of a General Meeting must be given as provided in this Constitution to:

- (a) every Voting Member;
- (b) every Director; and
- (c) the Auditor (if one);

5.5 Content of notice of General Meetings

A notice of a General Meeting must:

- (a) specify the place, date and time for the meeting and, if the meeting is a Virtual Meeting, the details of the electronic facility or facilities to be used for the General Meeting;
- (b) state the general nature of the business to be transacted at the meeting;
- (c) 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
- (d) contain a statement of:
 - (i) each Voting Member's right to appoint a proxy; and
 - (ii) the fact that a proxy must be a Voting Member of the Club.

5.6 Special provision applying to notice of annual general meetings

It is not necessary for the notice of an annual general meeting to state that the business to be transacted at the meeting includes:

- (a) the consideration of the financial statements and the reports of the Directors and Auditor (if any);
- (b) the appointment and fixing of the remuneration of the Auditor (if applicable);
- (c) the presentation of awards and trophies; and
- (d) any other business which, under this Constitution or the Act, is required to be transacted at an annual general meeting.

5.7 Nature of business

All business will be special that is transacted at an annual general meeting, with the exception of:

- (a) the consideration of the accounts, balance sheets, and the report of the Directors and Auditor; and
- (b) the election of the Auditor (if any).

5.8 Notice of adjourned General Meeting

When a General Meeting is adjourned, new notice of the resumed meeting must be given if the meeting is adjourned for 30 days or more.

5.9 Failure to give notice

Any resolution passed at a General Meeting is not invalidated by:

- (a) the accidental omission to give notice of a meeting to any Voting Member or non-receipt of that notice by a Voting Member; or
- (b) the accidental omission to send out the instrument of proxy to a person entitled to receive notice or non-receipt of that instrument.

5.10 Notice by electronic transmission

Written notice given by electronic transmission:

- (a) to the nominated email address of a Voting Member as entered in the Register; or
- (b) with the consent of the Voting Member, by other electronic method as determined by the Returning Officer to be appropriate from time to time,

is a valid method of giving written notice as is giving written notice by post or other accepted method of delivery.

6. Proceedings at General Meetings

6.1 Virtual Meetings

- (a) Notwithstanding any other clause of this Constitution:
 - (i) the Directors may determine in relation to any General Meeting (including any general meeting that is being held at more than one physical place) to enable any person entitled to attend and participate to do so by simultaneous attendance and participation by means of an electronic facility or facilities (**Virtual Meeting**);
 - (ii) the members present in person, by proxy, or by means of an electronic facility or facilities at a General Meeting that is a Virtual Meeting will be counted in the quorum for, and entitled to participate, in that General Meeting;
 - (iii) a Virtual Meeting will be duly constituted and its proceedings valid if the chairperson of the meeting is satisfied that adequate facilities are available throughout the meeting to:
 - (A) ensure the Members Present are given a reasonable opportunity to participate in the business for which the meeting has been convened;
 - (B) enable the chairperson to be aware of proceedings at the Virtual Meeting; and
 - (C) enable the Members Present at the Virtual Meeting to vote on a show of hands or on a poll;
 - (iv) subject to the requirements of the Corporations Act, if a General Meeting is a Virtual Meeting or is otherwise held partly by means of an electronic facility or facilities, the Directors (and, at the General Meeting, the chairperson of that meeting) may make any arrangement and impose any requirement or restriction in connection with participation by such electronic facility or facilities, including any arrangement requirement or restriction that is:
 - (A) necessary to ensure the identification of those taking part and the security of the electronic facility; and
 - (B) proportionate to the achieve the objectives specified in clause 6.1(a)(iii); and
 - (v) if during a meeting that is a Virtual Meeting, any technical difficulty occurs whereby one or more of the objectives specified in clause 6.1(a)(iii) is not satisfied, the chairperson may:

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- (A) adjourn the meeting until the technical difficulty is remedied or the chairperson otherwise believes that the objectives specified in clause 6.1(a)(iii) are satisfied; or
 - (B) continue to hold the meeting in the place where the chairperson is present (and any other place which is not affected by such technical difficulty) and transact business, and no Member Present, may object to the meeting being held or continuing;
- (vi) the inability of one or more Voting Members to access, or to continue to access, the electronic facility or facilities for participation in a Virtual Meeting does not affect the validity of the general meeting or the business conducted at the meeting provided that sufficient Voting Members are able to participate in the meeting as are required to constitute quorum under clause 6.2.
- (vii) For the avoidance of doubt, the Directors are under no obligation to offer to provide any electronic facilities for a General Meeting.

6.2 Quorum

- (a) The quorum for a General Meeting is 25 Voting Members and the quorum must be present at the commencement of the meeting.
- (b) No business will be transacted at any General Meeting unless a quorum is present at the commencement of the General Meeting.
- (c) For the purpose of determining whether a quorum is present, if an individual person is attending both as a Voting Member and as a proxy, attorney or representative, they may be counted only once.

6.3 Effect of no quorum

If a quorum is not present within half an hour after the time appointed for the General Meeting:

- (a) if the meeting was convened on the requisition of Voting Members, the General Meeting must be dissolved; or
- (b) in any other case:
 - (i) the General Meeting will be adjourned to the date, time and place, that the Directors specify (or if the Directors do not specify such details, the meeting is adjourned to the same day in the next week at the same time and place) except that if the meeting is adjourned for 30 days or more, notice of the resumed meeting must be given in accordance with this Constitution; and
 - (ii) if at a General Meeting resumed pursuant to clause 6.3(b)(i) a quorum is not present within half an hour after the time appointed for the meeting:
 - (A) 2 Voting Members constitute a quorum; or
 - (B) if 2 Voting Members are not present, the meeting will be dissolved.

6.4 Chairperson of General Meeting

The President of the Club is entitled to preside as chairperson at every General Meeting.

6.5 Vacancy in chair

Where a General Meeting is held and:

- (a) there has been no President appointed pursuant to clause 11.1; or
- (b) the President declines to act or is not present within 15 minutes after the time appointed for the holding of the meeting,

then one of the Vice-Presidents appointed pursuant to clause 11.1, will be the chairperson or if no Vice-President is present or those present decline to act or no Vice-President has been appointed, then another Director will be chosen and if no Director is present or if all Directors present decline to take the chair then the Voting Members present must elect one of their number to be chairperson of the meeting or part of the meeting (as the case may be).

6.6 Adjournment

The chairperson must adjourn a General Meeting if the Voting Members present with a majority of votes at the meeting agree or direct that the chairperson must do so.

6.7 Adjourned meetings

- (a) Only unfinished business is to be transacted at a General Meeting resumed after an adjournment.
- (b) A resolution passed at a General Meeting resumed after an adjournment is passed on the day it was in fact passed.

6.8 Minutes

- (a) The Secretary must cause minutes to be made of all proceedings at all General Meetings of the Club.
- (b) The minutes must be signed by the chairperson of the meeting at which the proceedings were held or by the chairperson of the next succeeding meeting.

7. Voting at General Meetings

7.1 Voting

- (a) A resolution put to the vote at a General Meeting must be decided on a show of hands unless a poll is demanded.
- (b) Before a vote is taken, the chairperson must inform the meeting whether any proxy votes have been received and how the proxy votes are to be cast.
- (c) On a show of hands, a declaration by the chairperson is conclusive evidence of the result provided that the declaration reflects the show of hands and the votes of the proxies received. Neither the chairperson nor the minutes need to state the number or proportion of the votes recorded in favour or against the resolution.

7.2 Voting Rights

At a General Meeting:

- (a) each Voting Member may vote in person or by proxy or attorney;

- (b) on a show of hands, each Voting Member has one vote; and
- (c) on a poll, each Voting Member has one vote.

7.3 Voting by poll

- (a) A poll may be demanded by:
 - (i) the chairperson; or
 - (ii) at least 5 Voting Members on the resolution.
- (b) A poll may be demanded:
 - (i) before a vote is taken; or
 - (ii) before or immediately after the voting results on a show of hands are declared.
- (c) The demand for a poll may be withdrawn.
- (d) If a poll is duly demanded, it must be taken in such manner and, subject to clause 7.3(f), either immediately or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll is the resolution of the meeting at which the poll was demanded.
- (e) A poll demanded on the election of the chairperson or on a question of adjournment must be taken immediately.
- (f) The demand for a poll does not prevent a meeting continuing for the transaction of any business other than the question on which a poll has been demanded.

7.4 Casting vote of chair

In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded has a casting vote (in addition to any vote that the chairperson may have had as a Voting Member).

7.5 Question of Procedure

At all meetings where questions of order and procedure arise, the ruling of the chairperson of the meeting will be accepted as final.

7.6 Voting Member of Unsound Mind

A Voting Member who is of unsound mind and whose personal estate is liable to be dealt with in any way under the law relating to mental health may vote, whether on a show of hands or on a poll, by their trustee or by such other person as properly has the management of their estate and any trustee or other person may vote by proxy or attorney.

8. Proxies

8.1 Who can appoint a proxy

A Voting Member may appoint a person as that Voting Member's proxy to vote for that Voting Member at a meeting of the Club. A proxy must be a Voting Member of the Club.

8.2 Execution and form of proxies

An instrument appointing a proxy:

- (a) may be contained in a facsimile or other electronic means;
- (b) must be in writing under the hand of the appointer or of an attorney duly authorised in writing;
- (c) may specify the manner in which the proxy is to vote in respect of a particular resolution and, where an instrument of proxy so provides, the proxy is not entitled to vote on the resolution except as specified in the instrument;
- (d) is deemed to confer authority to demand or join in demanding a poll; and
- (e) must (except in the case of proxies appointed under power of attorney), as nearly as the circumstances permit, be in the following form or in such other form as the Directors prescribe:

Carlton Football Club Limited ("the **Club**")

I/,....., of.....,
being a Voting Member of the Club, appoint..... of
..... or, failing which, of
..... as my proxy to vote for me on my behalf at the *annual
general/*general meeting of the Club to be held on the..... day of
..... 20.... and at any adjournment of that meeting.

** My proxy is hereby authorised to vote *in favour of/against the following resolutions:

Signed this.....day of.....20.....

.....
(Voting Member's signature)

Notes

- (i) In the event of the Voting Member desiring to vote for or against any resolution they must instruct their proxy accordingly. Unless otherwise instructed, the proxy may vote as the proxy thinks fit.
- (ii) *Strike out whichever is not desired.

8.3 Lodgment of proxies

- (a) If a Voting Member appoints a proxy, the following documents must be given to the Club at the Office or at the place specified for the purpose in the notice calling the General Meeting:
 - (i) the proxy's appointment; and
 - (ii) if the appointment is signed by the appointor's attorney, the authority under which the form was signed or a copy of the authority certified by a person authorised to take a statutory declaration.
- (b) The proxy's appointment is valid for a meeting if the appointment and any authority are given to the Club at least 48 hours before the General Meeting at which the proxy is to be used.

8.4 Validity of proxy vote

A vote cast in accordance with the terms of an instrument of proxy or of a power of attorney is valid if no notice in writing of:

- (a) the previous death of the appointing Voting Member;
- (b) the mental incapacity of the appointing Voting Member;
- (c) the revocation of the proxy's appointment;
- (d) the revocation of the authority under which the proxy was appointed by a third party;

has been received by the Club at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used or exercised.

9. The Board of Directors

9.1 Number of Directors

- (a) The Club must have at least 6 Directors, or such greater number of Directors not exceeding 8 as the Directors think fit, in office at all times. At least 2 of the Directors must be ordinarily resident in Australia.
- (b) The Club in a General Meeting may by Ordinary Resolution reduce the number of Directors, provided that the minimum is not reduced below 6.

9.2 Eligibility of person to be a Director

A person is eligible for election to the office of Director only if:

- (a) the person is a Voting Member and has been a Voting Member for at least 2 consecutive years;
- (b) the person is not prohibited from acting as a Director under the *Corporations Act 2001* (Cth);
- (c) the person has provided a written consent to act as a Director in accordance with the requirements of the Act;
- (d) if the person has previously been a Director who vacated office by virtue of clause 9.3(d), the person must not have been a Director at any time during the past 3 years;
- (e) the person has complied with the nomination procedure set out in clause 9.4(b) or the procedure under clause 9.8(b) (as applicable);
- (f) the person satisfies any eligibility requirements for Directors of the Club as determined by the Board from time to time on the recommendation of the Independent Nominations Committee (**Director Eligibility Criteria**); and
- (g) if required, the person has received, or is not aware of any circumstances that would cause them not to receive, approval to act as a Director by the Victorian Commission for Gambling and Liquor Regulation, if required by the provisions of the *Liquor Control Reform Act 1998* (Vic) as amended from time to time or the *Gambling Regulation Control Act 1991* (Vic) as amended from time to time.

9.3 Term of appointment

- (a) Subject to clause 9.3(b), every year one-quarter of the Directors (but excluding any Director required to submit for election under clause 9.8(d) or any Director seeking to extend their term of office under clause 9.3(e)), or if the number is not a multiple of 4, then the number nearest to one-quarter of the Board must retire from office. If the number who must retire from office is a fraction, then the number must be rounded down to the nearest whole number with any fraction equal to one-half rounded down. The Directors to retire in each year are the Directors who have been the longest in office (since they were last elected), but as between persons who became Directors on the same day those to retire will be determined by lot conducted by the Returning Officer appointed pursuant to clause 9.7(b).
- (b) A Director who holds the position of Chief Executive Officer pursuant to clause 11.13 will not be subject to retirement as provided in clause 9.3(a).
- (c) Subject to clause 9.3(d), any retiring Director is eligible for re-election, but is subject to the nomination process as set out in this Constitution.
- (d) Subject to clauses 9.3(e) and 9.3(e), no Director may remain in office for a period in excess of:
 - (i) the annual general meeting held following their third consecutive Term of Office; or
 - (ii) the annual general meeting held following the 12 year anniversary of the commencement of their first Term of Office,whichever is the longest, with such period deemed unbroken by any required retirement under clause 9.3(a).
- (e) A Director who must otherwise retire under 9.3(d) may remain in office for a further period of 12 months where the Members approve that further period by Ordinary Resolution.

9.4 Call for nominations to fill vacancies

- (a) By no later than 24 August in each year, the Secretary must cause notice to be given of the closing date for nominations for the Board election by publication on the Club's official website or other electronic media that is generally accessible by the public.
- (b) Any person seeking election to the Board of Directors must adhere to the following procedure:
 - (i) the nominee candidate must obtain the Nomination Form applicable to the Board election from the Secretary;
 - (ii) the Nomination Form must be signed by 3 proposing Voting Members;
 - (iii) the nominee candidate must sign the Nomination Form and certify that they comply with the Director Eligibility Criteria; and
 - (iv) the Nomination Form must be received, together with any ancillary documents prescribed by the Nomination Form, by the Secretary (or as otherwise prescribed by the Nomination Form) by 5.00pm on 1 September in the relevant year.
- (c) Failure to lodge a correctly completed Nomination Form in the time prescribed will render the nomination null and void.

9.5 Evaluation of candidates by Independent Nominations Committee

- (a) Any correctly completed Nomination Form received by the prescribed closing date must be forwarded by the Secretary to the Independent Nominations Committee.
- (b) If requested by the Independent Nominations Committee, each candidate must be available to attend an interview with members of the Independent Nominations Committee during business hours, not later than 30 September in the relevant year.
- (c) Failure to attend an interview with the Independent Nominations Committee (if required) will render the nomination null and void.
- (d) The Independent Nominations Committee will assess each candidate against the Director Eligibility Criteria.
- (e) The Independent Nominations Committee will report to the Board on the suitability of each candidate for appointment as a Director and will make a recommendation in relation to each candidate as to whether the Board should endorse the candidate's nomination for election as a Director. For clarity, the recommendation issued to the Board by the Independent Nominations Committee is advisory only, and a candidate's nomination will be valid regardless of whether the candidate is recommended by the Independent Nominations Committee.

9.6 Election to fill vacancies

- (a) A list of the candidates' names in alphabetical order must be posted on the Club's website for at least 14 days immediately preceding the date set for the election.
- (b) A voting paper must be prepared (if necessary) containing the names of the candidates in alphabetical order, and each Voting Member is entitled to vote for any number of such candidates not exceeding the number of vacancies.

9.7 Conduct of Elections

- (a) The election of Directors must be held on the Friday immediately prior to the date set for the annual general meeting.
- (b) The Directors must appoint a Returning Officer to conduct the election. Prior to the time of the election of Directors, the Secretary must supply the Returning Officer with a correct list of Voting Members' names and Membership number details (where applicable).
- (c) Election Rules
 - (i) From time to time the Returning Officer and the Secretary may declare and promulgate rules for the conduct and procedure of elections of the Club (**Rules**). Subject to the Rules not being inconsistent with the Constitution, the Rules bind all candidates and the Club during any election. The onus will be upon candidates standing for election to familiarise themselves with the Rules.
 - (ii) If there is a breach of any candidate of the terms of the Constitution or of any of the Rules, the Returning Officer may, in their absolute discretion, disqualify the candidate and any votes cast for such disqualified candidate will not be counted.
 - (iii) Voting Members may only vote for a candidate by either:

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- (A) using the electronic voting system which has been established for the relevant election in accordance with clause 9.7(f)(iv); or
 - (B) by completing the prescribed voting paper and returning it to the Returning Officer in accordance with clauses 9.7(f)(i)-(iii).
- (d) The Secretary must prepare and send to each Voting Member by post or by email where a relevant email address has been nominated by a Voting Member and entered in the Register or, with the consent of the relevant Voting Member, by other electronic means as determined appropriate by the Returning Officer, from time to time, a notice of election setting out:
 - (i) details of the vacancies;
 - (ii) a list of candidates (in alphabetical order);
 - (iii) the time and manner in which the election is to be conducted;
 - (iv) instructions for completion and return of the voting paper where the relevant Voting Member elects to follow the procedure set out in clauses 9.7(e) and 9.7(f)(i) to (iii);
 - (v) instructions for using the electronic voting system where the relevant Voting Member elects to follow the procedure set out in clause 9.7(f)(iv); and
 - (vi) the opening date and Closing Time for the period during which electronic votes must be lodged in order to be accepted.
- (e) The Secretary or the Secretary's delegate will, upon request, forward by post to the Voting Member an envelope enclosing:
 - (i) the notice of election;
 - (ii) the voting paper; and
 - (iii) a printed envelope, addressed to the Returning Officer, with Voting Member identification details to be provided on the reverse side, into which the voting paper is to be placed.
- (f) Subject to clause 9.7(f)(iv), the voting procedure is to be as follows:
 - (i) place voting papers inside the printed envelope provided;
 - (ii) complete Voting Member identification details (including name, signature and Membership number (if available)) on the outside of the envelope where indicated; and
 - (iii) return completed voting papers to the Returning Officer via:
 - (A) post, so that it reaches the Returning Officer on or before the Closing Time; or
 - (B) deposit in the ballot box located at the Club before the Closing Time; or
 - (iv) where a Voting Member elects to vote by electronic voting, by voting in accordance with the instructions given for electronic voting during the period from the opening date to the Closing Time specified in the notice given in accordance with clause 9.7(d).

- (g) The Returning Officer or their delegate may open any envelopes received under clause 9.7(f)(i) to (iii) or have access to electronic voting records prior to the Closing Time. The Returning Officer or their delegate may, in the Returning Officer's absolute discretion, commence counting the votes prior to the Closing Time.
- (h) After the Closing Time, the Returning Officer must:
 - (i) complete or facilitate a count of the votes;
 - (ii) certify to the Secretary the results of the ballot;
 - (iii) publicly announce the results; and
 - (iv) confirm the results at the annual general meeting.
- (i) If the voting paper is not completed in accordance with clause 9.7(f)(i) to (ii) or if the voting paper is not received by the date and time referred to in clause 9.7(f)(iii), the voting paper will not be counted.
- (j) The candidates will be elected to the position of Director by reference to the number of Board vacancies declared for the purposes of the election on the basis of the candidate or candidates receiving the highest number of votes cast in the ballot.
- (k) In the case of two or more persons obtaining the same number of votes in circumstances where there is only one vacancy to be filled, the President (or if they are a candidate in the election, a Vice-President or if both the President and a Vice-President are candidates in the election, the member of the Board who is the longest serving Director who is not a candidate) has a casting vote.
- (l) When questions of order or procedure arise during the conduct of the election, the decision of the Returning Officer is final.

9.8 Appointment to fill casual vacancy

- (a) Subject to clause 9.8(b), the Board may at any time appoint any person to be a Director, either:
 - (i) to fill a casual vacancy; or
 - (ii) as an addition to the existing Directors,provided that the total number of Directors does not exceed the maximum number set by this Constitution or set by the Members at a General Meeting under the *Corporations Act 2001* (Cth).
- (b) Any person seeking appointment to the Board of Directors to fill a casual vacancy under clause 9.8(a) must adhere to the following procedure:
 - (i) the proposed appointee must obtain the Nomination Form applicable to the appointment from the Secretary;
 - (ii) the Nomination Form must be signed by 3 proposing Voting Members;
 - (iii) the proposed appointee must sign the Nomination Form and certify that they comply with the Director Eligibility Criteria;

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- (iv) the Nomination Form must be received, together with any ancillary documents prescribed by the Nomination Form, by the Secretary (or as otherwise prescribed by the Nomination Form);
 - (v) any correctly completed Nomination Form received by the Secretary must be forwarded to the Independent Nominations Committee;
 - (vi) the person has provided a written consent to act as a Director in accordance with the requirements of the Act;
 - (vii) if requested by the Independent Nominations Committee, a proposed appointee must be available to attend an interview with members of the Independent Nominations Committee during business hours within 14 days of the date of the request (or such longer period as the Independent Nominations Committee may determine in its absolute discretion);
 - (viii) failure to attend an interview with the Independent Nominations Committee (if required) will render the nomination null and void;
 - (ix) the Independent Nominations Committee will assess a proposed appointee against the Director Eligibility Criteria; and
 - (x) the Independent Nominations Committee will report to the Board on the suitability of a proposed appointee for appointment as a Director and will make a recommendation in relation to each candidate as to whether the Board should appoint the proposed appointee as a Director. For clarity, the recommendation of the Independent Nominations Committee is advisory only, and a candidate's nomination will be valid regardless of whether the candidate is recommended by the Independent Nominations Committee.
- (c) The Board may expressly resolve not to fill a casual vacancy.
 - (d) Any Director appointed under clause 9.8(a) holds office only until the next annual general meeting following their appointment, and is then eligible for election.
 - (e) A Director holding office as a result of being appointed under clause 9.8(a) is not to be taken into account when determining the Directors who are to retire by rotation at an annual general meeting, and the period between the date on which a Director was appointed under clause 9.8(a) and the annual general meeting following such appointment, is not considered to form part of that Director's Term of Office for the purposes of this Constitution.

9.9 Vacation of office of Director

The office of a Director becomes vacant if the Director:

- (a) becomes bankrupt suspends payment or makes any arrangement or composition with their creditors;
- (b) by notice in writing to the Club resigns their office;
- (c) by reason of any provision of the Act their office is vacated or they become prohibited from being a Director;
- (d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (e) is permanently incapacitated from performing their duties;

- (f) is absent without permission of the Directors from the meetings of Directors for a period exceeding three months;
- (g) being the Chief Executive Officer ceases to hold the position of Chief Executive Officer;
- (h) the Director is deemed to have retired under clause **Error! Reference source not found.**; or
- (i) by reason of a criminal conviction (before or after that Director's election or appointment) would not be acceptable to the relevant authorities pursuant to any lotteries, gaming or liquor licensing legislation then in force. If there is any dispute between the Director and the Club as to whether or not the Director would be acceptable, the dispute will be determined by the written opinion of a Queens Counsel or Senior Counsel (not being a Director) of the Victorian Bar appointed by the solicitors then retained by the Club, and their decision is final and binding on the parties.

9.10 Interests of Directors

- (a) No contract made by a Director with the Club and no contract or arrangement entered into by or on behalf of the Club in which any Director may be in any way interested is voided or rendered voidable merely because the Director holds office as a Director of another body corporate (as defined in the Act).
- (b) No Director contracting with or being interested in any arrangement involving the Club is liable to account to the Club for any profit or other financial advantage realised by or under any such contract or arrangement merely because the Director holds office as a Director of another body corporate (as defined in the Act).
- (c) A Director is not disqualified merely by being a Director from contracting with the Club in any respect.
- (d) A Director or a body or entity in which a Director has a direct or indirect interest may:
 - (i) enter into any agreement or arrangement with the Club;
 - (ii) act in a professional capacity other than as Auditor for the Club,and the Director or the body or entity can receive and keep beneficially any remuneration, profits or benefits under any agreement or arrangement with the Club.
- (e) A Director who has a material personal interest in a matter that is being considered at a Board Meeting must not:
 - (i) be present while the matter is being considered at the meeting; or
 - (ii) be counted in determining whether or not a quorum is present at any meeting of Directors considering that matter; or
 - (iii) sign or countersign any document relating to that matter; or
 - (iv) vote in respect of that matter, or in respect of any matter arising out of that matter, unless permitted by the Act to do so.
- (f) A Director may be or become a Director or other officer of, or be otherwise interested in, any related body corporate (as defined in the Act) or any other body corporate promoted by the Club or in which the Club may be interested as a

vendor, shareholder or otherwise and is not accountable to the Club for any remuneration or other benefits received by the Director as a Director or officer of, or from having an interest in, that body corporate.

9.11 Regulatory Approval

If the Club holds a club licence pursuant to the *Liquor Control Reform Act 1998* (Vic) or a venue operator's licence pursuant to the *Gaming Machine Control Act 1991* (Vic), any Director appointed or elected as a Director is ineligible to exercise the powers of a Director until such appointment has been approved by the Victorian Commission for Gambling and Liquor Regulation (or any successor body) if required by:

- (a) the provisions of the *Liquor Control Reform Act 1998* (Vic), as amended from time to time; or
- (b) the provisions of the *Gaming Machine Control Act 1991* (Vic) or the *Gambling Regulation Act 2003* (Vic), as amended from time to time.

10. Powers and Duties of the Board

10.1 General Powers of Directors

The management of the business and affairs of the Club is vested in the Board. The Board may exercise all the powers and do all such acts and things as the Club is authorised to exercise and do and which are not by this Constitution or the Act required to be exercised by the Club in general meetings.

10.2 Board may borrow, charge issue debentures etc. on behalf of the Club

The Board may exercise all powers of the Club to borrow or otherwise raise money and to mortgage or charge or give any other form of security in respect of its property or any part of its property to secure the repayment of monies advanced or obligations made, and to issue debentures and other securities whether outright or as a security for any debt, liability or obligation of the Club.

10.3 Execution of cheques etc.

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Club must be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any 2 Directors or in such other manner as the Board from time to time determines.

10.4 Directors may grant a Power of Attorney

- (a) The Directors may appoint any person or persons to be the attorney or attorneys of the Club for such purposes, with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors) for such period and subject to such conditions as they think fit.
- (b) Any such power of attorney may contain such provisions for the protection and convenience of persons dealing with the attorney as the Directors think fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in them.

11. Proceedings of the Board of Directors

11.1 President and Vice Presidents

The Board must appoint one of its number to the position of President and may appoint up to 3 of its members as Vice Presidents.

11.2 Convening Directors' meetings

The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A Board member may at any time, and the Secretary must on the requisition of a Director, summon a meeting of the Board.

11.3 Board Minutes

The Board must cause minutes to be made -

- (a) of names of Directors of the Board present at all Board Meetings;
- (b) of all other persons present at Board Meetings;
- (c) of the appointment of the Chief Executive Officer and Senior Coach of the Club;
and
- (d) of all proceedings at all Board Meetings.

The minutes must be signed by the chairperson of the meeting at which the proceedings were held or by the chairperson of the next succeeding Board Meeting.

11.4 Determination of questions at Board Meetings

- (a) Subject to this Constitution, questions arising at any Board Meeting will be decided by Ordinary Resolution.
- (b) In the case of an equality of votes the chairperson of the meeting has a second or casting vote.

11.5 Quorum necessary for the Board to conduct business

The quorum necessary for the transaction of the business of the Board is one more than one half the number of persons as constitute the Board at any time or such greater number as may be fixed by the Board.

11.6 Vacancies in Board of Directors so less than required quorum at meeting

In the event of a vacancy or vacancies in the office of a Director or offices of Directors, the remaining Directors may act but, if the number of the Directors remaining is not sufficient to constitute a quorum at a meeting of Directors, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum or of convening a General Meeting of the Club.

11.7 President to be chairperson at Board Meetings

The President will preside as chairperson at every Board Meeting, or if there is no President, or if at any meeting the President is not present within 10 minutes after the time appointed for holding the meeting, a Vice President will be chairperson or if no Vice-President is present at the meeting then the members of the Board may choose one of their number to be chairperson of the meeting.

11.8 Acts of Directors or the Board of Directors

All acts done by any Board Meeting or by any Director will, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Board or Directors, or that the Directors or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

11.9 Circular resolution

- (a) The Directors may pass a resolution without a Board Meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Identical copies of the document may be distributed for signing by different Directors and taken together will constitute one and the same document.
- (c) The resolution is passed when the last Director signs the document.

11.10 Telephone and other meetings

Without limiting the power of the Directors to regulate their meetings as they think fit, a meeting of Directors or committee of Directors may be held where one or more of the Directors is not physically present at the meeting, provided that:

- (a) all Directors consent to the calling and the holding of the meeting by means of telephone or other form of communication;
- (b) all Directors participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously by means of the agreed form of communication;
- (c) notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed on or laid down from time to time by the Directors of the Club and such notice does not specify that Directors are required to be present in person;
- (d) in the event that a failure in communications prevents clause 11.10(b) from being satisfied by that number of Directors which constitutes a quorum, then the meeting will be suspended until clause 11.10(b) is satisfied again. If clause 11.10(b) is not satisfied within 15 minutes from the time the meeting was interrupted, the meeting will be deemed to have terminated; and
- (e) any meeting held where one or more of the Directors is not physically present will be deemed to be held at the location specified in the notice of meeting provided a Director is present at that location. If no Director is present at the location specified, the meeting will be deemed to be held at the location where the chairperson of the meeting is located.

11.11 Committees

- (a) The Board may appoint or disband committees as it so requires from time to time.
- (b) Such committees must exercise such powers and carry out such functions as the Board may determine.
- (c) The Board must appoint under clause 11.11(a) a committee to receive nominations, and to recommend to the Board candidates, for election as a director (**Independent Nominations Committee**). The Independent Nominations Committee must be comprised of:

- (i) the President; and
- (ii) 2 persons who are neither Directors nor members of the Club's management and who the Board has determined are free from any business or other relationship that could materially interfere with, or could reasonably be perceived to materially interfere with, the independent exercise of their judgement.

No committee may, without the approval of the Board, commit or purport to commit the Club to any legally enforceable obligation.

11.12 Secretary

The Secretary will be appointed by the Board for such term, upon such conditions as it thinks fit, and any Secretary so appointed may be removed by it.

11.13 Chief Executive Officer

The Board may appoint a Chief Executive Officer for a term and at such remuneration as the Board from time to time determines. The Chief Executive Officer may also be Secretary of the Club if the Board so desires and any additional secretarial staff which may be required by the Chief Executive Officer may be appointed by the Board.

11.14 Execution of documents

The Club may execute a document if it is signed by:

- (a) 2 Directors; or
- (b) a Director; and
 - (i) the Secretary; or
 - (ii) the Chief Executive Officer.

11.15 Accounts

- (a) The Board will cause proper accounting and other records to be kept and report to Members for a financial year by either:
 - (i) sending Members copies of:
 - (A) the financial report for the year; and
 - (B) the Directors' report for the year; and
 - (C) the Auditor's report on the financial report; or
 - (ii) sending Members a concise financial report for the year that complies with section 314(2) of the Act.
- (b) The Board will cause to be made out and laid before each annual general meeting:
 - (i) the financial report; and
 - (ii) the Directors' report; and
 - (iii) the Auditor's report

for the last financial year that ended before the annual general meeting.

- (c) The Directors will determine whether and to what extent, and at what time and places and under what conditions, the accounting records and other documents of the Club or any of them will be open to the inspection of Members other than Directors, and a Member other than a Director does not have the right to inspect any document of the Club except as provided by law or authorised by the Directors or by the Club in a General Meeting.

11.16 Auditor

A properly qualified registered auditor or auditors will be appointed and their duties regulated in accordance with Part 2M.4, Division 6, Subdivision A of the Act.

12. Notice

- (a) Any notice required by law or by or under this Constitution to be given to any Member may be given either by:
 - (i) serving it on them personally; or
 - (ii) sending it by post to them at their address entered in the Register or any alternative address nominated by the Member; or
 - (iii) email to the email address if any nominated by them for the giving of notices and entered in the Register, or with the consent of the relevant Member, by other electronic means as determined by the Returning Officer to be appropriate from time to time.
- (b) Where a notice is sent:
 - (i) by post, service of the notice is deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been given on the day that is 3 days after the date of its posting; and
 - (ii) by email or by other electronic means determined by the Returning Officer to be appropriate from time to time in accordance with this clause 12(a)(iii), service of the notice is deemed to be effective on the business day after the day on which the notice was sent by such method.
- (c) A notice of a General Meeting must be given to:
 - (i) every Voting Member except those Voting Members for whom the Club has no registered address or other address for the giving of notices to them; and
 - (ii) each Director; and
 - (iii) the Auditor or Auditors for the time being of the Club,and no other person is entitled to receive notices of General Meetings.

13. Indemnity

13.1 Scope of Indemnity

- (a) To the extent permitted by law and subject to the restrictions contained in section 199A of the Act, the Club indemnifies every person who is or has been an Officer of the Club against any liability incurred by that person acting as an Officer of the Club (including liabilities incurred by the Officer as an Officer of a subsidiary of the Club where the Club requested the Officer to accept that appointment).
- (b) To the extent permitted by law and subject to the restrictions contained in section 199A of the Act, the Club indemnifies every person who is or has been an Officer of the Club against reasonable legal costs incurred when defending an action for a liability incurred by that person acting as an Officer of the Club (including liabilities incurred by the Officer as an Officer of a subsidiary of the Club where the Club requested the Officer to accept that appointment).
- (c) The amount of any indemnity payable under this clause 13.1 will include an additional amount (GST Amount) equal to any GST payable by the Officer being indemnified in connection with the indemnity (less the amount of input tax credit claimable by the Officer in connection with the indemnity). Payment of any indemnity which includes a GST Amount is conditional upon the Officer providing the Club with a GST tax invoice for the GST Amount.

13.2 Insurance

In addition to the payment of any other insurance premium by the Club in accordance with the Act, and to the extent permitted by the Act, the Club may pay a premium in respect of a contract insuring an Officer of the Club against a liability:

- (a) incurred by the Officer of the Club in their capacity as an Officer, provided that the liability does not arise out of conduct involving a wilful breach of duty in relation to the Club or a contravention of section 199B of the Act; or
- (b) for costs and expenses incurred by that Officer of the Club in defending proceedings, whatever their outcome.

13.3 Interpretation

In clauses 13.1 and 13.2, "proceedings" means any proceedings, whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some act in their capacity as an Officer of the Club (including proceedings alleging that they were guilty of negligence, default, breach of trust or breach of duty in relation to the Club).

13.4 Winding Up

If a surplus remains following the winding up or dissolution of the Club, the surplus will not be paid to or distributed amongst Members, but will be given or transferred to another corporation or club with similar objects to that of the Club and which, by its constitution, is:

- (a) required to apply its profits (if any) or other income in promoting its objects; and
- (b) prohibited from making any distribution to its members or paying fees to its directors,

such corporation to be determined by the Voting Members at or before the winding up and in default, by application to the Supreme Court of Victoria for determination.

13.5 Non-profit

The assets and income of the Club must be applied solely in furtherance of the Objects of the Club and no portion may be distributed directly or indirectly to the Members except as bona fide compensation for services rendered or expenses incurred on behalf of the Club.