

# Constitution of Brisbane Bears – Fitzroy Football Club Limited ACN 054 263 473

*“Corporations Act 2001 (Cth)”*  
A company limited by guarantee

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[Adopted by members on 22 February 2023]

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## 1. Introduction

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### 1.1 Definitions

- (a) In this Constitution unless a contrary intention appears:

**"Act"** means the *Corporations Act 2001 (Cth)* as amended from time to time;

**"AFL"** means Australian Football League or its successor;

**"Board"** means the Board of Directors of the Club constituted under this Constitution;

**"Club Governance Manual"** means the guidance manual adopted by the Board in respect of the governance of the Club, as amended by the Board from time to time;

**"Constitution"** means the Constitution of the Club for the time being in force and a reference to a particular clause is a reference to a particular clause in this Constitution;

**"Club"** means Brisbane Bears–Fitzroy Football Club Limited ACN 054 263 473;

**"Director"** means a member for the time being of the Board;

**"Football Ticket Member"** means a person who obtains membership of the Club under clause 4.1(b);

**"Full Member"** means a person who obtains membership of the Club under clause 4.1(a);

**"in writing"** means written, typed or printed, or partly written, partly typed and partly printed and includes, without limitation, electronic communication;

**"Life Member"** means a person who obtains membership of the Club under clause 4.1(c);

**"Membership Application"** means an application for membership of the Club in such form as the Board may from time to time approve;

**"Multi-game Football Pass"** means a pass or ticket which entitles the holder to attend more than one but less than all "home" games during the home and away AFL men's or women's season during a respective year of membership (and for the avoidance of doubt, a Multi-game Football Pass will not entitle the holder to attend any games in the AFL men's or women's final series or any "away" games).

**"Officer"** has the same meaning as given to that term in Section 9 of the Act;

**"Player"** means a person who for the time being is a player engaged by the Club to play Australian Football or some other athletic games or sport whether as an individual or for a team or teams operated, managed or supported by the Club;

**"Season Pass"** means:

- (1) a pass or ticket which entitles the holder to attend all games of the Club which are designated as "home" games, or in the case of a Victorian based member all Club games fixtured in Melbourne during the home and away AFL season during a respective year of membership; or
- (2) in the case of an AFLW women's season, only an AFL women's season pass or ticket where the terms of issue of that ticket specifically include Full Membership.

**"Secretary"** means any person appointed to perform the duties of secretary of the Club from time to time;

**"Social Member"** means a person who obtains membership of the Club under clause 4.1(d);

**"Subscription Fees"** means any membership subscription fee or annual subscription fee, for any class of membership, fixed by the Board from time to time.

**"Voting Members"** means those members of the Club whose membership rights include the right to vote at a general meeting of the Club pursuant to clause 4.

## 1.2 Interpretation

- (a) Unless the contrary intention appears, a reference in this Constitution to:
  - (1) a document includes any variation or replacement of it despite any change in the identity of the parties;
  - (2) one gender includes the others;
  - (3) the singular includes the plural and the plural includes the singular;
  - (4) a person, partnership, corporation, trust, association, joint venture, unincorporated body, government body or other entity includes any other of them;
  - (5) a clause, subclause or paragraph is to a clause, subclause or paragraph of this Constitution;
  - (6) a party to a document includes the party's executors, administrators, successors, substitutes (including a person who becomes a party by novation) and permitted assigns;
  - (7) any statute, ordinance, code or other law includes regulations and other instruments under any of them and consolidations, amendments, re-enactments or replacements of any of them; and
  - (8) money is to Australian dollars, unless otherwise stated.
- (b) The words include, including, such as, for example and similar expressions are not to be construed as words of limitation.
- (c) Headings shall not affect the construction of this Constitution.
- (d) Where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions (including electronic signature) or in any other manner approved by the Board.
- (e) Except so far as a contrary intention appears, in a provision of this Constitution that deals with a matter dealt with in a particular provision of the Act, the provision of this Constitution has the same meaning as in that provision of the Act.
- (f) The Club has the following objects:

- (1) to hold and maintain its licences from the AFL entitling the Club to operate an AFL club and to field a football team or teams in the national Australian Football competitions for men and women and any other Australian Football competition administered by the AFL;
  - (2) to promote and advance the playing of Australian Football in Australia and internationally in general and in particular to promote and advance that object by maintaining, providing, supporting and managing a team or teams of footballers bearing the name of the Brisbane Lions based in Brisbane, Queensland and to compete in the national AFL competitions administered by the AFL with other members of those competitions and if considered necessary and desirable by the Board, to compete in any other sporting competition played in any part of Australia or internationally;
  - (3) to provide facilities including, but not limited to social, sporting, athletic and legal gaming facilities for members of the Club and their guests and to maintain such premises for the use and enjoyment of the members and their guests for those purposes;
  - (4) to prohibit the conduct by any person on any premises maintained by the Club of any gaming activities prohibited by any applicable legislation whatsoever; and
  - (5) to do all things necessary for or incidental to the advancement of the objects set out in paragraphs (a), (b), (c) and (d) of this clause.
- (g) The income and property of the Club shall be applied solely towards the promotion of the objects of the Club as set forth in this Constitution and no part thereof shall be paid, distributed or transferred, directly or indirectly by way of dividend, bonus or otherwise, to the members of the Club.
- (h) Nothing herein contained shall prevent the Club from in good faith and in the ordinary course of business:
- (1) entering into commercial arrangements to acquire goods or services from a member on reasonable commercial terms normally applicable to the provision of such goods or services (including the acquisition of personal or commercial services, bona fide loan or financing arrangements, and leases or licences of premises or other property);
  - (2) the remuneration of any Officers or servants of the Club or to any member of the Club in return for any services actually rendered to the Club or for goods supplied in the ordinary and usual way of business nor prevent the payment of interest at a rate not exceeding the rate (if any) for the time being fixed for the purpose of this paragraph by the Constitution on money borrowed from any members of the Club or reasonable and proper rent for premises demised or let by any member to the Club.
- (i) For the purposes of clause 1.2(h)(2) of the Constitution, the rate of interest payable in respect of the money lent by members to the Club shall not exceed the Bank Bill Swap Reference Rate published by ASX Limited ACN 008 624 691 (**ASX**) for six (6) months as published daily on the ASX BBSW page plus two percent (2%), or should that indicator cease to exist, ten percent (10%) per annum.
- (j) The provisions of this Constitution displace the replaceable rules (but not the replaceable rules which mandatorily apply to a public company) contained in the Act.
- (k) This Constitution is governed by and construed in accordance with the laws of Queensland and the Club and each member irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this Constitution.

## **2. Amendment**

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If the Club holds a licence or sub-licence as contemplated by clause 1.2(f)(1), then no amendment shall be made to this Constitution without the written approval of the AFL.

## **3. Membership**

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- 3.1 The Board may from time to time admit persons as members of the Club and determine the terms and conditions on which any such persons shall be admitted to membership of the Club, provided that no person (the "Primary Person") alone or together with:
- (a) any trustee, nominee or representative of the Primary Person;
  - (b) any person who is or (in the case of a body corporate) the directors of which are accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the Primary Person; or
  - (c) any body corporate in which the Primary Person has a controlling interest (within the meaning ascribed to that expression by the Act),
- shall be entitled to hold more than one (1) vote at any one time.
- 3.2 Each applicant for membership of the Club (including, without limitation, any person nominated for Full Membership in the circumstances described in clause 4.1(a)(2)(B) shall:
- (a) complete, sign and deliver to the office of the Club a Membership Application; and
  - (b) pay to the Club the membership Subscription Fees fixed by the Board from time to time; and
  - (c) be approved as a member at a meeting of the Board or other committee established by the Board.
- 3.3 Unless otherwise determined by the Board, and subject to clause 3.4, the number of members of the Club shall be unlimited.
- 3.4 The Board shall not approve any Membership Application pursuant to clause 4.1(a)(2)(B) where upon the approval of such Membership Application the total number of members admitted to the Club pursuant to clause 4.1(a)(2)(B) shall equal more than 10% of the total number of Full Members of the Club at that time.

## **4. Classes of Membership**

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- 4.1 The membership of the Club shall consist of the following classes of members:
- (a) Full Members
- Full Members shall be those persons who:
- (1) have attained the age of eighteen (18) years and:
  - (2) either:
    - (A) hold a Season Pass; or
    - (B) are an individual nominated by an organisation or body corporate who has an existing sponsorship or corporate supporter arrangement with the Club where such arrangement includes a right to nominate one or more individuals as a Full Member(s);

- (3) have unrestricted Social Membership;
- (4) may vote at general meetings;
- (5) can be nominated for and act as a Director of the Club; and
- (6) have access to social clubs at all times subject to the regulations of the Club.

(b) Football Ticket Members

Football Ticket Members shall comprise senior, junior, family or any other category of football membership allowable by the AFL. Football Ticket Members shall be limited to their rights under a Multi-Game Pass or ticket and shall have no voting rights and have no access to social clubs unless a separate social club membership fee is paid or an entry fee paid as directed by the Board from time to time.

(c) Life Members

Life Membership may be granted by the Board at its discretion to outstanding members of the Club (including without limitation the right to vote). Life Members are entitled to all of the rights and privileges of Full Members without the requirement to pay Subscription Fees. Except where the context requires, or in respect of the requirement to pay Subscription Fees, references in this Constitution to Full Members will be taken to be references to Full Members and Life Members.

(d) Social Members

Social Members shall be entitled only to the social privileges of social clubs and to participate in such recreation and pastimes as determined by the Board from time to time but, unless a Social Member is also a Full Member, shall not be entitled to vote at any meeting of the Club and have no control over the Board of the Club. Such social facilities shall not be available on match playing days except by paying a fee or as directed by the Board from time to time.

(e) Junior Members

Junior Members are those persons less than eighteen (18) years of age who hold a Season Pass or a Multi-Game Pass but have no voting rights and have access to social clubs only when a separate Social Membership is paid or as directed by the Board from time to time and their presence within the social club premises complies with the requirements of minors under the *Liquor Act 1992* (Qld) (as amended).

(f) Honorary Social Members

Honorary social membership may be granted by the Board or company secretary without payment of any subscription fee to the social club, unless a fee for entrance to the social club has been determined by the Board. Honorary social membership may be granted provided the applicant has one (1) of the following qualifications:

- (1) a guest of a Full Member in the member's company;
- (2) a member of a reciprocal club whose member's reciprocal rights are secured by formal reciprocal arrangements, or a guest of a member of such a reciprocal club in the members' company;
- (3) an applicant for membership of social clubs for a period of thirty (30) days after receipt by the Club of the applicant's application for any class of Social Membership;
- (4) a visitor to the social club whose ordinary place of residence is in another State or a Territory or in a foreign country;

- (5) a visitor to the social club whose ordinary place of residence is in the State at least fifteen (15) kilometres from the club's premises; or
- (6) a person attending a function or social club activity other than for the purpose of merely attending the social club on the premises.

The Board shall have the power to cancel the honorary social membership of any person at any time and without assigning any reason. Honorary social members shall not be entitled to vote at any meeting of the Club.

- 4.2 Subject to this Constitution and the Act the Board shall have the power to prescribe additional classes of membership of the Club and to fix the qualifications, rights, privileges and obligations of all classes of members.
- 4.3 Each member shall be liable to pay to the Club on the first day of each financial year of the Club, or at such other time in the respective financial year as determined by the Board, the Subscription Fees in the amount (if any) from time to time fixed by the Board for the purposes of this clause.
- 4.4 A Full Member shall not be entitled to vote at any meeting of members of the Club while any Subscription Fees due and owing by that Full Member to the Club in accordance with this Constitution remain in arrears in excess of two (2) calendar months.
- 4.5 No member shall be liable to suspension or termination of the member's membership or expulsion from the Club for reason only that Subscription Fees owed by that member to the Club are overdue, except where subscription fees are overdue by a period in excess of two (2) calendar months.
- 4.6 Subject to clause 4.11, the privileges and obligations of any member of the Club shall not be transferable and shall cease on death, retirement, resignation or termination of membership.
- 4.7 Subject to clause 4.5, the Club may by resolution of Directors present and voting at a meeting of the Board suspend or expel any member for:
  - (1) any misconduct;
  - (2) action or omissions injurious to the Club;
  - (3) any matter which in the opinion of the Board is contrary to the interests of the Club;
  - (4) failure to comply with the Constitution or the regulations of the Club; or
  - (5) committing any act of bankruptcy or calling or threatening to call any meeting with a view to entering into a composition or arrangement with his or her creditors.
- 4.8 Any member proposed to be the subject of a resolution pursuant to clause 4.7, shall have seven (7) clear days notice sent to the member of such special meeting of the Board, and the member may attend the meeting and state the member's case, but shall not be present at the voting or take part in the proceedings other than as the Board allows.
- 4.9 A member expelled in accordance with clause 4.7 shall cease to be a member of the Club.
- 4.10 A member may at any time by giving notice in writing to the company secretary resign the member's membership of the Club.
- 4.11 A member who resigns his or her membership in accordance with clause 4.10 or is excluded from the Club in accordance with clause 4.7 shall continue to be liable to the Club for:
  - (a) any and all Subscription Fees and any other debt or liability owed to the Club as at the date notice of resignation is received by the company secretary or the date of resolution of the Board excluding that member from the Club, as the case may be; and



- (b) any amount not exceeding twenty dollars (\$20.00) for which the member is liable as a member of the Club under clause 24.1 of the Constitution.

## **5. Effect of Membership**

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5.1 Each member acknowledges and agrees:

- (a) this Constitution constitutes a contract between each of them and the Club and that they are bound by this Constitution (and all amendments to this Constitution);
- (b) they shall observe this Constitution and the rules and regulations of the Club and decisions of the Board in force from time to time;
- (c) they shall be bound to further to the best of their ability the objects, interests, influence and standing of the Club;
- (d) they shall not do or say anything that may bring the Club or its officers or employees or contractors into disrepute; and
- (e) this Constitution is necessary and reasonable for promoting the objects of the Club.

## **6. General Meetings**

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6.1 An annual general meeting of the Club shall be held in accordance with the Act at such times and at such place as nominated by the Board.

6.2 The Board may, whenever it thinks fit, and shall, upon requisition made in writing by members who are together entitled to at least five percent (5%) of the total voting rights of all the members having at the date of the deposit of the requisition a right to vote at general meetings, convene a general meeting of the Club.

6.3 Any requisition made by members must:

- (a) be in writing;
- (b) state any resolution to be proposed at the meeting;
- (c) be signed by the members making the requisition;
- (d) contain the addresses and membership numbers of the members making the requisition; and
- (e) be left at the registered office of the Club.

6.4 Upon receipt of such a requisition, the Board shall forthwith proceed to convene a general meeting within twenty-one (21) days after the date of receipt of the requisition.

6.5 If the Directors do not call the meeting within 21 days of being requisitioned under clause 6.2, 50% or more of the members who made the requisition may call and arrange to hold a general meeting.

6.6 Subject to the provisions of the Act and any valid agreement for shorter notice, at least twenty-one (21) days before every meeting, a notice of the meeting specifying the place, the day and hour of the meeting, including any:

- (a) proposed special resolution; and
- (b) in case of special business, the general nature of such business,

must be given to each Voting Member in the manner prescribed by the Act, or in such other manner, if any, as may be prescribed by the Club in a general meeting.

- 6.7 The accidental omission to send a notice or instrument of proxy in accordance with clause 6.6 to, or the non- receipt of such notice by, any Voting Member, will not, of itself, invalidate the proceedings at any general meeting.

## **7. Proceedings of General Meetings**

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- 7.1 A general meeting of the Club may be held at:

- (a) one venue; or
- (b) two or more venues,

or at such other place as may be determined by the Board using any technology that gives the Voting Members present a reasonable opportunity to participate.

- 7.2 If the place of the meeting is determined by the Board not to be a physical location and is facilitated by an instantaneous communication device which, by itself or in conjunction with other arrangements:

- (a) gives the Voting Members a reasonable opportunity to participate in the business of the general meeting; and
- (b) enables Voting Members to vote on a show of hands, on a poll or by direct voting as permitted by clause 10,

a Voting Member present at the place is taken to be present at the general meeting of members and entitled to exercise all rights of a Voting Member present.

- 7.3 If a separate meeting place is linked to the main place of a general meeting of members by an instantaneous communication device which, by itself or in conjunction with other arrangements:

- (a) gives the general body of Voting Members in the separate meeting place a reasonable opportunity to participate in the business of the general meeting of members in the main place; and
- (b) enables the Voting Members in the separate meeting place to vote on a show of hands, on a poll or by direct voting as permitted by clause 10,

a Voting Member present at the separate meeting place is taken to be present at the general meeting of members and entitled to exercise all rights as if he or she was present at the main place.

- 7.4 If the technology used in accordance with clause 7.1 encounters a technical difficulty, whether before or during the general meeting of members, which results in a Voting Member not being able to participate in the general meeting of members, the Chair may, subject to the Act and this Constitution, allow the general meeting of members to continue or may adjourn the meeting either for such reasonable period as may be required to fix the technology or to such other time and location as the Chair deems appropriate.

- 7.5 The quorum for a general meeting of the Club shall be three (3) Voting Members present (whether in person or in accordance with clause 7.2 or 7.3) and no business shall be transacted at any meeting unless a quorum is present at the commencement of such business.

- 7.6 If within thirty (30) minutes from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members shall be dissolved. In any other case the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day, time and place as the Board may specify by notice to the members. If at such adjourned meeting a

quorum is not present within thirty (30) minutes from the time appointed for the meeting, those Voting Members who are present in person (including in accordance with clause 7.2 or 7.3) shall be deemed to constitute a quorum and may transact the business for which the meeting was called.

- 7.7 The Chair of the Board shall preside as Chair at every general meeting of the Club.
- 7.8 If the Chair of the Board is not present at the time of holding the meeting or is unwilling to act as Chair, the Directors present shall choose one (1) of their number to be Chair for the purposes of that meeting.
- 7.9 Subject to the requirements of the Act, every resolution submitted to a general meeting shall be decided in the first instance by a show of hands, and in the case of an equality of votes the Chair shall both on a show of hands and at a poll have a casting vote in addition to the vote or votes to which the member may be entitled as a Voting Member.
- 7.10 Notwithstanding clause 7.9, any resolution considered to be a special resolution, including but not limited to changes or amendments to the Constitution, shall require support of seventy-five percent (75%) of the votes cast by Voting Members entitled to vote at the meeting on the resolution.
- 7.11 At any general meeting, unless a poll is demanded by at least five (5) Voting Members OR by Voting Members with at least five percent (5%) of the votes that may be cast on the resolution on a poll (whichever is the greater) OR by the Chair OR required by law, a declaration by the Chair that a resolution has been carried or carried by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the book of proceedings of the Club shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 7.12 If a poll is demanded pursuant to clause 7.11, it shall, subject to clause 7.11 be taken in such manner, and at such time and place as the Chair of the meeting directs, and either at once, or after an interval or adjournment or otherwise.
- 7.13 A poll demanded on a question of adjournment shall be taken forthwith.
- 7.14 The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 7.15 The demand for a poll may be withdrawn.
- 7.16 The Chair may, with the consent of the meeting, adjourn any meeting from time to time and from place to place, but no business shall be transacted at any such adjourned meeting other than that left unfinished at the meeting from which the adjournment took place.
- 7.17 In this clause 7, member or Voting Member present includes a person attending in person, as a proxy, or attorney, of a member including in attendance in accordance with clauses 7.2 or 7.3.

## **8. Conduct of General Meetings**

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- 8.1 The Chair shall at any time prior to, at or during a Meeting determine:
  - (a) the conduct of the Meeting;
  - (b) the security arrangements to apply to the Meeting; and
  - (c) the procedures to be adopted at the Meeting, which in the Chair's opinion are necessary or desirable for proper and orderly debate or discussion (including limiting the time that a person may speak on a motion or other item of business) and the proper and orderly casting or recording of votes at the Meeting.

- 8.2 The Chair or any person acting with the Chair's authority may at any meeting:
- (a) require any person wishing to attend to comply with any search or other security arrangements;
  - (b) refuse access to the Meeting to any person who does not comply with the security arrangements;
  - (c) refuse access to the Meeting to any person who possesses a recording or broadcasting device; or
  - (d) refuse access to the Meeting to any person who possesses any item or chattel considered to be dangerous, offensive or disruptive to the Meeting.
- 8.3 At any Meeting, the Chair may, if it is considered necessary or desirable for the proper and orderly conduct of the Meeting:
- (a) stop debate or discussion on any business, resolution, motion or question; and
  - (b) if appropriate, require the business, resolution, motion or question to be voted on by the Voting Members.
- 8.4 A Director shall be entitled to attend and speak at any Meeting.

## **9. Voting at General Meeting**

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- 9.1 Only Voting Members are entitled to vote at or attend general meetings of the Club and, subject to clause 3.1, each such Voting Member shall only have one (1) vote.
- 9.2 No Voting Member shall be entitled to vote at any general meeting should any monies including Subscription Fees presently payable by the Voting Member to the Club be in arrears in excess of two (2) calendar months.
- 9.3 A Voting Member may vote in person (including in attendance in accordance with clauses 7.2 or 7.3) or by proxy or attorney.
- 9.4 A Voting Member entitled to attend and vote at a meeting of the Club may appoint a proxy (who must be a Voting Member) to attend, speak and vote at a meeting in the member's place only by an instrument of proxy in the following form (or in a form which is as similar to it as the circumstances permit) or in any other form that the Board may from time to time prescribe or accept:

## **BRISBANE BEARS-FITZROY FOOTBALL CLUB LIMITED**

### **PROXY FORM**

I, \_\_\_\_\_  
of \_\_\_\_\_

Full Membership No

being a Full Member of Brisbane Bears-Fitzroy Club Limited hereby appoint

\_\_\_\_\_

of \_\_\_\_\_

Full Membership No

(or failing him/her) the Chair of the meeting as my proxy to vote for me and on my behalf at the general meeting of the Club to be held on ( ) at am/pm and at any meeting held subsequent and pursuant to an adjournment of that meeting.

DATED: \_\_\_\_\_

SIGNED: \_\_\_\_\_

- 9.5 An instrument of proxy shall be in writing under the hand of the appointer or the appointor's attorney duly authorised in writing or if such appointer is a corporation, properly executed by the corporation under the Act.
- 9.6 Any appointment of a proxy or attorney is effective in respect of a particular general meeting if, and only if, the following instruments are actually received (which includes receipt of a copy of those instruments by electronic transmission) by the Club at its registered office (or another place notified by the Board) at least forty- eight (48) hours (or any shorter time that the Board determines) before the time notified for that meeting:
- (a) in the case of a proxy, the instrument of proxy and, if it is executed by an attorney, the relevant power of attorney or a copy of the power of attorney certified by a person authorised to take a statutory declaration; and
  - (b) in the case of an attorney, a copy of the power of attorney certified by a person authorised to take a statutory declaration together with a declaration of non-revocation of the power of attorney; and
  - (c) in the case of a representative, the certificate under subsection 250D of the Act, or other evidence satisfactory to the Club.
- 9.7 Where the Club has received an instrument of proxy from a Voting Member the appointment made by that instrument is and remains valid and effective, except that where the Club subsequently receives:
- (a) a power of attorney entitling the attorney to attend and vote at the meeting, the appointment is revoked;
  - (b) intimation in writing either of the revocation of the appointment under the instrument of proxy or of the death of the member, the appointment is revoked; or
  - (c) another instrument of proxy from the member the instrument of proxy bearing the later date (or if the instrument of proxy bearing the later date or if the instruments bear the same date, the instrument later received by the Club) is an intimation in writing of the revocation of the appointment under the other instrument.
- 9.8 A proxy does not have the authority to speak and vote for a Voting Member at a general meeting while the Voting Member is present at the meeting save and except for where the Voting Member is present at the meeting using technology and that technology does not facilitate the Voting Member being able to cast its vote, in which case, the proxy shall remain entitled to speak and vote while the Voting Member is present at the meeting.
- 9.9 Any Voting Member may by power of attorney duly executed in the presence of at least one witness, appoint an attorney (who must be a Voting Member) to act on the member's behalf at all meetings of the Club and such power of attorney or proof thereof to the satisfaction of the Board, shall be produced for

inspection at the registered office of the Club together with such evidence of the due execution thereof as the Board may require. An attorney appointed under clause 9.9 may be authorised to appoint a proxy for the member granting the power of attorney.

9.10 For the purposes of clause 9.5, a proxy appointment received at an electronic address or provided by other electronic means will be taken to be signed or authenticated by the appointor if:

- (a) a personal identification code allocated by the Club to the appointor has been input into the appointment;
- (b) the appointment has been verified in another manner approved by the Directors; or
- (c) it is otherwise authenticated in accordance with the Act.

## **10. Direct Voting**

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10.1 The Directors may determine that at any Meeting, a member who is entitled to attend and vote on a resolution at that Meeting is entitled to a direct vote in respect of that resolution. A "direct vote" includes a vote delivered to the Club by post, fax, or other electronic means approved by the Directors.

10.2 The Directors may prescribe regulations, rules and procedures in relation to direct voting, including specifying the form, method and timing of giving a direct vote at a Meeting in order for the vote to be valid.

## **11. Financial Year**

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The financial year of the Club shall end on 31 October in each year.

## **12. The Board**

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12.1 The affairs of the Club shall be managed by the Board which, subject to clauses 12.10, 12.14 and 12.16, must be elected by the Voting Members of the Club at a general meeting of the Club by ordinary resolution or if the Board resolves to conduct a postal ballot, in accordance with that ballot.

12.2 The number of Directors shall be as determined by the Board from time to time but shall not:

- (a) be less than five (5) or greater than eight (8) in number (excluding any directors appointed pursuant to clause 12.14 who shall be in addition to this number); or
- (b) be less than the number in office at the time of such determination.

12.3 The Directors in office at the time of adoption of this Constitution shall continue in office as Directors until their current terms of appointment expire and, subject to the provisions of this Constitution, such Directors remain eligible for re-election.

12.4 The Board shall from time to time as occasion requires elect one (1) of its number to be Chair of the Board and shall determine the period for which the Director is to hold office as Chair.

12.5 At each annual general meeting of the Club, one-third (1/3) of the Directors (excluding a Director appointed under clause 12.14) for the time being, or, if their number is not three or a multiple of three (3), then the number nearest to one-third (1/3), shall retire from office.

12.6 A Director retiring under clause 12.5 or 12.10 is eligible for re-election. A retiring Director shall act as a Director until the close of the meeting at which the Director retires.

12.7 The Directors to retire at an annual general meeting under clause 12.5 are those who have been longest in office since their last election, but, as between persons who became Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot.

- 12.8 The Club may, at the meeting at which a Director so retires, by resolution or if the Board resolves to conduct a postal ballot, in accordance with that ballot, fill the vacated office by electing a person to that office.
- 12.9 If the vacated office is not so filled, the retiring Director shall, if applying for re-election and not being disqualified under the Act or this Constitution from holding office as a Director, be deemed to have been re-elected unless at that meeting:
- (a) it is expressly resolved not to fill the vacated office; or
  - (b) a resolution for the re-election of that Director is put and lost.
- 12.10 The Directors shall have power at any time and from time to time to appoint any other qualified person as Director either to fill a casual vacancy or as an addition to the Board but so that the total number of Directors shall not at any time exceed the number fixed pursuant to clause 12.2(a). Any such Director appointed must retire at the next annual general meeting and is eligible for election at that meeting. Any such Director need not satisfy the requirements of clause 12.11 and, unless and until the Director is elected to office under clause 12.1, shall not be taken into account in determining the retirement of Directors or the number of them to retire under clause 12.5 at that meeting.
- 12.11 Any Full Member seeking election to the Board must:
- (a) complete and sign the required nomination form and lodge such with the chief executive officer of the Club;
  - (b) be nominated and seconded by Full Members of the Club;
  - (c) lodge such nomination form by 1<sup>st</sup> November in the financial year in which the member seeks election to the Board.
- 12.12 The Board may resolve that the election of Directors shall take place by postal ballot or electronic voting system established by the Club from time to time conducted prior to the commencement of an annual general meeting and may (subject to the provisions of clauses 12.11 and 12.13) determine the form, manner of voting, timing and conduct of any such ballot. The result of the ballot shall be received at the relevant annual general meeting and the persons elected as Directors shall hold office as from the close of that annual general meeting.
- 12.13 Subject to clause 12.15, a person shall not be eligible to be a Director:
- (a) if that person:
    - (1) is not a Full Member of the Club; and
    - (2) is, or was in the four (4) years immediately preceding nomination as a Director, an employee of the Club or Player; and
    - (3) is not a Life Member or has not been a Full Member of the Club for the two (2) years prior to:
      - (A) in the case of a Director to be appointed under clause 12.10 – the appointment under clause 12.10; or
      - (B) in any other case – the lodgement of the nomination form referred to in clause 12.11(a); and
    - (4) in the three (3) years immediately preceding the lodgement of the nomination form referred to in clause 12.11(a), has nominated as a Director on two separate occasions and has not been elected on either occasion; and

- (b) unless that person has confirmed in writing that they accept and agree to comply with the Club Governance Manual adopted by the Board from time to time.
- 12.14 Notwithstanding anything else contained in this Constitution, the Board shall have the right to appoint up to four (4) additional Directors, each of whom the Board, in its absolute discretion considers, possesses the expertise, experience or other special attributes to make a meaningful contribution to the Club. Subject to this Constitution, a person appointed as a Director under this clause shall hold office:
- (a) for an initial period of two (2) years from the date of appointment, and  
after the expiration of the initial two (2) year period:
  - (b) is deemed to hold office as a Director appointed under clause 12.10;
  - (c) shall hold office at least until the next occurring annual general meeting of the Club; and
  - (d) must retire at the next occurring annual general meeting and is eligible for election at that meeting.
- 12.15 A person appointed as a Director under clause 12.14 need not satisfy the requirements of clauses 12.11 or 12.13(a)(3) and, unless and until the person is elected to office as a Director under clause 12.1, shall not be taken into account in determining the:
- (a) retirement of Directors or the number of them to retire under clause 12.5; or
  - (b) number of Directors under clause 12.2
- 12.16 In any year where members do not elect a Victorian Based Member to the Board, the Board may, in addition to any of their other powers to appoint Directors, appoint a Victorian Based Member as a Director for a period ending at the conclusion of the next annual general meeting.
- 12.17 For the purposes of clause 12.16, "Victorian Based Member" means a person who otherwise qualifies as a Full Member of the Club and is, and has been for a period of no less than two (2) years immediately prior to the appointment, ordinarily resident in Victoria.

### **13. Disqualification of Members of Board**

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- 13.1 The office of a Director shall be vacated if the Director:
- (a) ceases to be a Full Member of the Club; or
  - (b) ceases to be a Director by virtue of the Act; or
  - (c) becomes bankrupt; or
  - (d) becomes of unsound mind or a person whose personal estate is liable to be dealt with in any way under the law relating to mental health; or
  - (e) resigns from office by notice in writing to the Club;
  - (f) fails to attend at least one-half (1/2) of all meetings of the Board in any financial year of the Club other than by reason of sickness or accident; or
  - (g) is removed from office.



## **14. Powers and Duties of the Board**

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- 14.1 The Board shall have absolute control over all the affairs and property of the Club, and shall have power to prepare, alter, cancel and enforce regulations (including without limitation the Club Governance Manual) of the Club (not amounting to an alteration or addition to this Constitution for the regulation of the Club, and the promotion of its objects) and may exercise all such powers of the Club as are not by the Act or this Constitution required to be exercised by the Club in general meeting.
- 14.2 The Board may appoint a chief executive officer of the Club and engage all such officers and employees as they may consider necessary.
- 14.3 The Board shall have power to enter into agreements and arrangements with such corporations, societies, organisations and individuals as the Board shall think fit, for the purpose of furthering the objects of the Club or any of them.
- 14.4 The Board may meet together in person or by electronic device, provided that at all times the Directors shall be able to hear and may be heard by all other Directors at the meeting, for the despatch of business, adjourn or otherwise regulate its meetings as it thinks fit. Subject to this Constitution, questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair shall have a second or casting vote.
- 14.5 A resolution in writing (whether contained in one (1) document or in more than one (1) document) signed by each of the Directors entitled to vote thereon shall be as valid and effectual as if it had been duly passed at a meeting of Directors duly convened and constituted.
- 14.6 A resolution under clause 14.5 shall be deemed to have been passed when the last Director signs the resolution.
- 14.7 A resolution passed during a discussion held by telephone (or by any other electronic or other medium) in which Directors participate who would, if present together at a meeting, be sufficient to constitute a quorum, and can hear and be heard by all other participating Directors throughout the discussion, and recorded in writing by a Director who participated in the discussion, shall have the same force and effect as a resolution duly passed at a meeting of the Board.
- 14.8 A Director may, and the company secretary of the Club shall, on the requisition of a Director, summon a meeting of the Board.
- 14.9 The quorum necessary for the transaction of the business of the Board shall be more than one-half (1/2) of the Directors from time to time, or such greater number as may be fixed by the Board.
- 14.10 The Directors may act notwithstanding any vacancy in their number but if so long as their number is reduced below the number fixed as the necessary quorum of the Board, the Directors may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Club, but for no other purpose.
- 14.11 All acts done at a meeting of the Directors or of a committee of the Directors or by any person acting bona fide as a Director shall be as valid as if every such person had been duly appointed or had duly continued in office and was qualified and had continued to be a Director, regardless of whether it is afterwards discovered that there was some defect or continuance in office of any of such Directors or persons acting or that any of them were disqualified or had vacated office.
- 14.12 The Board may at any time and from time to time by writing or power of attorney under the Club's seal appoint any corporation, firm or person or persons to be the agent or attorney of the Club for such purposes and with such powers and discretions (not exceeding those vested in or exercisable by the Board under this Constitution) and for such period and subject to such conditions as the Board may from time to time think fit; and any such appointment may (if the Board thinks fit) be made in favour of any company or firm or of the members, directors, nominees or managers of any company or firm or in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board; and any

such writing or power of attorney may contain such provisions for the protection or convenience of persons dealing with such agent or attorney as the Board may think fit.

- 14.13 Any such agent or attorney referred to under clause 14.12 may be authorised by the Board to sub-delegate all or any of the powers, authorities and discretions for the time being vested in that person. The provisions of this and the preceding sub-paragraph shall be supplemental to the powers conferred on the Club by the Act.
- 14.14 Subject to clause 12.13(a)(2), a Director shall not be disqualified by reason only of the Director being a Director from holding any office or place of profit (except that of Auditor) under the Club or under any company in which the Club is a shareholder or otherwise interested or from contracting with the Club either as a vendor, purchaser or otherwise nor shall any contract or any contract or arrangement entered into by or on behalf of the Club in which any Director is in any way directly or indirectly interested be avoided or in any other way affected nor shall any Director be liable to account to the Club for any profit arising from any such office or place or profit or realised by any such act, contract or arrangement by reason only of such Director holding that office or of the fiduciary relationship thereby established.
- 14.15 The Directors have the following obligations in respect of contracts or proposed contracts with the Club:
- (a) Except where permitted under the Act (including without limitation where a material personal interest is not required to be declared pursuant to s 191 of the Act), no Director shall as a Director vote in respect of any contract or arrangement in which the Director has directly or indirectly a material personal interest and if the Director does so vote, the vote shall not be counted.
  - (b) It shall be the duty of a Director who is in any way directly or indirectly interested in any contract or arrangement or proposed contract or arrangement with the Club to declare the nature of the Director's interest in the manner required by the Act except for a material personal interest which is a Director is not required to declare pursuant to s 191 of the Act.
  - (c) It shall also be the duty of a Director who holds any office or possess any property whereby whether directly or indirectly duties or interests might be created in conflict with the Director's duties or interests as a Director to declare the nature character and extent of the conflict in accordance with the Act except for a material personal interest which is a Director is not required to declare pursuant to s 191 of the Act.
  - (d) A Director who is prohibited from voting on a matter due to a material personal interest in the matter that is being considered at a meeting of Directors must not sign or countersign on behalf of the Club any document relating to that matter.
  - (e) It shall be the duty of the company secretary to record in the minutes any declarations made or notices given by a Director.
  - (f) It shall be the duty of each Director to comply with sections 180, 181, 182 and 183 of the Act at all times.

## **15. Secretary**

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- 15.1 The Secretary:
- (a) shall be appointed by the Directors for such term, at such remuneration, and on such conditions as they may think fit in any manner permitted by law; and
  - (b) may be removed by the Directors in any manner permitted by law.
- 15.2 The Directors may appoint an acting Secretary as temporary substitute for the Secretary who while exercising such office shall be deemed to be the Secretary for the purpose of this Constitution

- 15.3 The Directors may also appoint assistant secretaries.
- 15.4 The Secretary must keep or cause to be kept at the Club's licensed premises a list of reciprocal clubs as defined under the *Liquor Act 1992* (Qld).

## **16. Regulations**

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- 16.1 Subject to clause 16.2, the Board shall have power from time to time to make, alter, amend and repeal any or all such regulations as the Board in its discretion considers necessary for the administration, conduct and management of the Club, its business, Players and football teams and without limiting the foregoing, may by such regulations regulate:
- (a) the engagement and appointment of Players, team captains and vice captains and coaching and training staff;
  - (b) the use by or supply to members of any of the property of the Club;
  - (c) the operating hours of any rooms, buildings, or grounds or premises owned or occupied by the Club;
  - (d) the activities of members on the Club's premises, including without limitation social clubs;
  - (e) the conduct of members in relation to one another and in relation to the servants, employees and agents of the Club;
  - (f) the duties, obligations, responsibilities and functions of any Officer, executive, employee or agent of the Club or delegate of the Board;
  - (g) the establishment and operation of administrative committees of the Board;
  - (h) the procedure at or order of business of general meetings of members of the Club and the members of the Board and any committee of the Board.
- 16.2 The Board shall not make, alter or amend any regulation so that it is inconsistent with any provision of the Constitution and to the extent that any inconsistency exists, the provisions of the Constitution shall prevail.
- 16.3 The Board shall ensure that copies of the regulations of the Board as altered and amended from time to time are available for the perusal of members at the registered office and principal place of business of the Club.

## **17. AFL Delegate**

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At least twenty-one (21) days prior to each annual general meeting of the AFL the Board shall give written notice to AFL nominating two (2) Directors of the Club to act as a director and an alternate director, respectively, of the AFL until the next annual general meeting of the AFL.

## **18. Cheques, Bills Etc**

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All cheques, bills of exchange, promissory notes or other negotiable instruments shall be signed, drawn, accepted, made or endorsed as the case may be for and on behalf of the Club in such manner as the Board may from time to time determine.

## **19. Execution of Documentation**

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- 19.1 If the Club has a common seal, the Directors shall provide for the safe custody of the seal.

- 19.2 No agreement, deed, share certificate, contract, document, writing or other material shall be executed by the Club except pursuant to the authority of the Board.
- 19.3 Every document which is executed by the Club shall be signed (whether with or without the common seal) by at least one (1) Director, a Director and secretary of the Club or a Director and another person specifically authorised by the Directors for that purpose.
- 19.4 This clause 19 does not limit the ways in which the Board may decide that the Club may execute a document (including a deed).

## **20. Accounts**

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- 20.1 The Board shall cause accounts maintained in accordance with accepted accounting standards to be kept of all sums of money received and expended by the Club and of the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Club.
- 20.2 The Board shall at every annual general meeting present a statement of financial performance of the Club during the preceding year and also statement of financial position as at the close of the financial year, together with a report of the Board as to the state and progress of the Club.
- 20.3 A copy of such statement, balance sheet and report (Annual Report) shall be sent to every Full Member at least twenty-one (21) days before the annual general meeting.
- 20.4 The Club may provide the Annual Report in any manner permitted by the Act.
- 20.5 Notwithstanding any other rule or provision of this Constitution, the Annual Report to be sent to a Member in accordance with this Constitution shall be deemed to have been given to that Member:
- (a) where the Annual Report is sent by post or where the Annual Report is made readily accessible on a website and notice of this is sent by post, on the day following that on which the letter envelope or wrapper containing the same was posted;
  - (b) where the Annual Report is sent or notified by facsimile or where the Annual Report is made readily accessible on a website and notice of this is sent or notified by facsimile, service shall be deemed to have been given at the time when a transmission of the facsimile is completed by the Club and a report is generated stating that the transmission has been sent to the facsimile number; or
  - (c) where the Annual Report is sent or notified by electronic transmission or other electronic means or where the Annual Report is made readily accessible on a website and notice of this is sent by electronic transmission or other electronic means, service shall be deemed to have been given when the Club receives a report confirming the transmission has been received, or if no such report is received, on the day following that which it was sent.

## **21. Auditors**

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- 21.1 An auditor shall be appointed in accordance with the Act ("Auditor") and the Auditor's duties shall be regulated in accordance with the Act.
- 21.2 Any person who is:
- (a) a Director;
  - (b) an Officer of the Club;
  - (c) a partner, employer or employee or a Director or Officer of the Club;
  - (d) a partner, employer or employee of an employee of a Director or Officer of the Club;

- (e) not a registered company auditor; or
- (f) indebted in any amount exceeding FIVE THOUSAND DOLLARS (\$5,000.00) to the Club or to a related corporation,

shall not be capable of being appointed or of acting as Auditor of the Club.

## **22. Notices**

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22.1 A notice may be given by the Club to a member:

- (a) by serving it personally at, or by sending it by post in a prepaid envelope to, the member's address shown in the register of members, or by sending it to the fax number or electronic address, or such other address the member has supplied to the Club for the giving of notices; or
- (b) if the member does not have a registered address and has not supplied another address to the Club for the giving of notices, by exhibiting it at the registered office of the Club.

22.2 Subject to the Act, any member who provides an email address to the Club will be deemed to have nominated that email address for the purpose of receiving notices, including notices of general meeting and Annual Reports.

22.3 The fact that a person has supplied a fax number or electronic address for the giving of notice does not require the Club to give any notice to that person by fax or electronic means.

22.4 A signature to any notice given by the Club to a member under this clause 22 may be written, typewritten or printed.

22.5 A certificate signed by a Director or company secretary of the Club to the effect that a notice has been given in accordance with this Constitution is conclusive evidence of that fact.

22.6 Subject to the 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.

22.7 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 registered office of the Club or by sending it to the principal fax number or principal electronic address of the Club at its registered office.

22.8 A notice sent by post to an address outside Australia must be sent by airmail.

22.9 Where a notice is sent by post, service of the notice is to be taken to be effected if a prepaid envelope containing the notice is properly addressed and placed in the post and to have been effected:

- (a) in the case of a notice of a general meeting, on the day after the date of its posting; or
- (b) in any other case, at the time at which the letter would be delivered in the ordinary course of post.

22.10 Where a notice is sent by fax or electronic means, service of the notice is to be taken to be effected on the date of transmission, unless an automated transmission report indicating a delivery failure is received.

22.11 Where the Club gives a notice under clause 22.1(b) by exhibiting it at the registered office of the Club, service of the notice is to be taken to be effected when the notice was first so exhibited.

- 22.12 Clauses 22.1 to 22.10 (inclusive) apply, so far as they can and with such changes as are necessary, to the service of any communication or document.
- 22.13 A reference in this Constitution to a notice in writing includes a notice given by facsimile or electronic means.

## **23. Indemnity**

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- 23.1 To the extent permitted by law every Officer (and former Officer) of the Club shall be indemnified out of the funds of the Club against all costs, expenses and liabilities incurred as such an Officer (or former Officer). However, no such Officer (or former Officer) shall be indemnified out of the funds of the Club under this clause unless:
- (a) it is in respect of a liability to another person (other than the Club or a related body corporate to the Club) where the liability to the other person does not arise out of conduct involving a lack of good faith; or
  - (b) it is in respect of a liability for costs and expenses incurred:
    - (1) in defending proceedings, whether civil or criminal in which judgement is given in favour of the Officer (or former Officer) or in which the Officer (or former Officer) is acquitted; or
    - (2) in connection with an application, in relation to such proceedings, in which the court grants relief to the Officer (or former Officer) under the Act.
- 23.2 To the extent permitted by law the Club may at the discretion of the Directors enter into and/or pay a premium in respect of a policy of insurance insuring an Officer (or former Officer) of the Club against any liability incurred by such person in that capacity (whether in respect of acts or omissions prior to or after the date of the issue of the policy or both) except for:
- (a) a liability arising out of conduct involving a wilful breach of duty in relation to the Club; or
  - (b) a contravention of sections 182, 183 or 184 of the Act.
- The Directors shall have the discretion to approve the terms and conditions of any such policy of insurance.
- 23.3 Where an Officer (or former Officer) has the benefit of an indemnity pursuant to an insurance policy in respect of the Officer's actions or omissions then the Club shall not be required to indemnify the Officer under clause 23.1 except to the extent that the indemnity affected by the insurance policy does not fully cover the person's liability.
- 23.4 The indemnity granted by the Club contained in clause 23.1 shall continue in full force and effect notwithstanding the deletion or modification of that clause, in respect of acts and omissions occurring prior to the date of the deletion or modification.

## **24. Winding Up**

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- 24.1 Every member of the Club undertakes to contribute to the property of the Club in the event of the same being wound up while the person is a member, or within one (1) year after the person ceases to be a member, for payment of the debts and liabilities of the Club (incurred before the person ceased to be a member) and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding twenty dollars (\$20.00).
- 24.2 If upon the winding up or dissolution of the Club there remains, after satisfaction of all its debts and liabilities, any property whatever, the same shall not be paid to or distributed among the members of the Club, but shall be given or transferred to some other institution or institutions having objects similar to

the objects of the Club and whose constitution shall prohibit 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 to be determined by the members of the Club at or before the time of the dissolution and in default thereof by application to the Supreme Court of Queensland for determination.

## **25. Licensing Queensland**

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- 25.1 If at any time the Club is granted a liquor licence in respect of premises in Queensland then the Club shall comply with the provisions of the *Liquor Act 1992* and the *Liquor Regulations 2002*.
- 25.2 If at any time the Club is granted a gaming machine licence in respect of premises in Queensland then the Club shall comply with the provisions of the *Gaming Machine Act 1991* and the *Gaming Machine Regulations 2002*.