

# Constitution

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## **Sydney Swans Limited**

ACN 063 349 708

**SYDNEY SWANS**



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# Constitution

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## Part 1 - Preliminary

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### 1. Name

The Company's name is Sydney Swans Limited (**Club**) or such other name adopted from time to time.

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### 2. Nature of the Club

The Club is a public company limited by guarantee.

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### 3. Replaceable rules

The replaceable rules in the Corporations Act do not apply to the Club.

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### 4. Colours

The colours of the Club will be red and white.

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### 5. Home Ground

- 5.1 The home ground of the Club is the ground determined by the Board from time to time to be the 'home ground'.
- 5.2 The Board may determine that the Club will concurrently have more than one Home Ground for the purposes of participation in the AFL. The Board may change the Home Ground(s) of the Club by approval of not less than 75% of the Board.
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### 6. Objects and Powers of the Club

The objects and powers for which the Club is established are:

(a) **Football and Sporting**

- (1) To preserve and foster the ideals and traditions of the Club.
  - (2) To promote the playing of Football in general.
  - (3) To promote the playing of Football in particular, by maintaining, providing, supporting and controlling a team or teams of footballers in the AFL and any other 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.
  - (4) To employ and pay professional footballers to play in the Club's teams.
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- (5) To employ and pay other professional staff to act as trainers, managers and coaches of the Club's teams.
- (6) To establish, rent, hire, own, or enter into arrangements in relation to the use of grounds and equipment for the playing of Football.
- (7) To establish, promote or assist in establishing or promoting or to subscribe to or become a member of or amalgamate with:
  - (A) any club or association or league with objects similar either in whole or in part to those of the Club; or
  - (B) any club or association or league which may be beneficial to the Club, provided that any amalgamation may only be made with a club, association or league that restricts the distribution of income and property to the same, or to a greater extent, as the Club.
- (8) To join and subscribe to the AFL, their successors and/or any other body having similar objects.

(b) **Social and Facilities**

- (1) To purchase or lease from time to time such land, premises, buildings, part of a building or any personal property as may be required by the Club and to construct, alter, add to or maintain any such land, premises or buildings for the Club.
- (2) To sell, transfer, let, sub-let, mortgage, charge, pledge, dispose of or otherwise deal with the whole or any part of land, premises, building, part of a buildings or personal property owned or leased by the Club.
- (3) To apply for, hold, renew and surrender any permits or licenses that may be required from time to time to allow the Club to provide for the sale of any goods or services in accordance with all applicable laws.
- (4) To apply for, hold, renew and surrender any permits or licenses that may be required from time to time to allow the Club to conduct gaming operations and other ancillary activities in accordance with all applicable laws.

(c) **Administration**

- (1) To engage and employ staff, secretaries or managers and other persons considered necessary or desirable for carrying on the Club and to dismiss such persons and to pay such persons (in return for services rendered to the Club) salaries, wages, bonuses, gratuities and pensions in accordance with all applicable laws.
- (2) To invest and deal with the moneys of the Club not immediately required for carrying on the Club in such manner as may from time to time be determined by the Board and to lease, sell or deal with any real or personal property of the Club as may from time to time be determined by the Board.

- (3) To borrow or raise or secure the payment of money in such manner as determined by the Board.
- (4) To draw, make, accept, endorse, execute, discount and issue promissory notes, bills of exchange, debentures and other negotiable or transferable instruments in accordance with procedures and policies determined by the Board.
- (5) To give any guarantee for the payment of money or the performance of any obligation or undertaking and on behalf of the Club to give security upon the property of the Club, in the manner approved and determined by the Board.
- (6) To insure against risks liabilities and eventualities as may seem advisable and to apply the proceeds of any claim under any insurance in such manner and for such purpose or purposes as will be thought fit and approved from time to time by the Board.

(d) **Community**

To support and subscribe to any charitable or public institution, society, association or any other movement as approved from time to time by the Board.

(e) **Other General Objects and Powers**

- (1) To accept any gift of any real or personal property.
- (2) To pursue any other objects which are considered to directly or indirectly advance the interests of the Club, the Members and/or the game of Football.
- (3) To do other lawful things as are incidental or conducive to the attainment of the above objects.

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## **7. No distribution to Members**

- 7.1 The Club's income and assets must be used solely to promote the Club's objects stated in Part 7.
- 7.2 The Club must not pay or distribute any profits, income or assets to the Members.
- 7.3 This does not prevent the Club paying in good faith:
  - (a) reasonable remuneration to a Member or other person for services rendered to the Club;
  - (b) for goods supplied to the Club in the ordinary course of business;
  - (c) reasonable interest on money lent by a Member to the Club, or reasonable rent for premises let by a Member to the Club; or
  - (d) out-of-pocket expenses incurred by a Member on behalf of the Club.

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## **8. Limited liability**

8.1 The liability of Members is limited.

8.2 If the Club is wound up, present Members and past members, who were Members at any time during the 12 months immediately before commencement of the winding up, must contribute to the Club's property an amount sufficient:

- (a) to pay the Club's debts and liabilities and the costs, charges and expenses of the winding up; and
- (b) to adjust the rights of the contributories among themselves,

however, no present Member or past member need contribute more than \$2.00.

8.3 On a winding up, any surplus must be given to an institution:

- (a) which has objects similar to the Club's objects; and
- (b) which cannot distribute its income and assets to its Members.

The Members may decide the institution. If they do not do so, the Supreme Court of New South Wales may decide the institution.

8.4 If the previous subclause cannot be given effect, on a winding up, any surplus must be given to any charitable public institution determined by the AFL. If the AFL does not do so, the Supreme Court of New South Wales may decide the charitable institution.

## **Part 2 – Membership**

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### **9. Members**

The Members of the Club will be:

- (a) the Transitional Members at the date of adoption of this constitution; and
- (b) those persons who subsequently become Members in accordance with this constitution and who have undertaken to contribute to the Club's property if the Club is wound up in accordance with clause 8.2 and the Corporations Act.

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### **10. Classes of Membership**

10.1 Transitional Membership

- (a) Following the adoption of this constitution and prior to the Transition Date, the AFL will be the Transitional Member and only Member of the Club.
- (b) The AFL will be a Transitional Member until such time as the Board determines there is no longer a need for a Transitional Member, the AFL approves the Board's determination and arrangements are put in place for there to be Members in accordance with clause 10.2 who have given the undertakings required by clause 9(b). On such a determination being made by the Board then on the date determined

by the Board to be the Transition Date, the Transitional Member will cease to be a Member and the persons giving the necessary undertakings will become the Members.

10.2 The Club will consist of the following classes of Members.

(a) **Life Members**

A Life Member is a Member who has been elected as a Life Member by the Board in its absolute discretion.

(b) **Ordinary Members**

An Ordinary Member is a person, who:

- (1) will be 18 years of age or older as at 1 January in the relevant year to which the membership relates;
- (2) has duly applied to be a Member of the Club in accordance with this constitution;
- (3) has paid the appropriate Membership Fee in respect of one of the Membership categories in clause 10.2(b)(4) where such a fee is payable under clause 12.1. For the purposes of this clause, a Membership Fee will not be unpaid in respect of a membership year if the relevant Member:
  - (A) (if a member in the prior membership year) has paid in full the Membership Fee due for the immediately preceding membership year; and
  - (B) either has paid the Membership Fee for the current membership year prior to 1 January of that year or is paying the current Membership Fee under an instalment payment plan approved by the Board and all payments under that plan are up-to-date; and
- (4) has been accepted by the Club as a Member in one of the following categories:
  - (A) in Sydney as a 11 Match Member or a Premiership Club Member or a Country 5 Member or a Redback Member or an Ultimate 11 Member or a 3 Match Member; or
  - (B) in Melbourne as a Silver, Gold or AFL Platinum Victorian Member or a Premiership Club Member or a 3 Match Member; or
  - (C) as an Interstate Supporter Member.

(c) **Junior Members**

A Junior Member is a person who:

- (1) is under the age of 15 years as at 1 January in the relevant year to which the membership relates;



- (2) has duly applied to be a Member of the Club in accordance with this constitution;
- (3) has been accepted by the Club as a Member; and
- (4) has paid the appropriate Membership Fee prior to 1 January for the relevant membership year where such fee is payable under clause 12.1.

(d) **Non-Voting Members**

A Non-Voting Member is any person who:

- (1) would otherwise be an Ordinary Member but who:
  - (A) has duly applied to be a Member of the Club;
  - (B) has been accepted by the Club as a Member; and
  - (C) where membership fees are payable under clause 12.1, has not paid their Membership Fees, or paid their Membership Fee after 1 January for the relevant membership year; or
- (2) is not an Ordinary Member or Deemed Member or a Life Member.

(e) **Deemed Members**

Players, officers and full-time employees of the Club who have completed a Membership Application prior to 31 July in any year and have been accepted by the Club as a Member, are Members of the Club for that year. Membership Fees are not payable in respect of Deemed Members.

(f) **Other Classes of Membership**

Subject to the Corporations Act, the Board, in its absolute discretion has the right to establish other classes of membership, or vary existing classes of membership, from time to time.

- 10.3 For the purpose only of giving effect to Part 4 of this constitution prior to the Transition Date, the Board may recognise classes of persons as Members equivalent to the classes set out in clause 10.2 even though those persons are not members of the Club for the purpose of the Corporations Act because they have not given the undertakings required by clause 8.2 and the Corporations Act. Such persons will be entitled to the same rights and privileges as Members for the purpose of giving effect to Part 4 of the constitution only, as if they had given the necessary undertakings.

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## 11. Membership Rights

### 11.1 Prior to the Transition Date:

- (a) the Transitional Member will be entitled to attend and vote at any meeting of the Club and to vote on any ballot;
- (b) Ordinary Members, Life Members, Deemed Members recognised under clause 10.3 will be entitled to attend and speak at any annual general meeting of the Club, and

only to vote on a ballot for the purpose of Part 4 of this constitution (but, for the avoidance of doubt, Ordinary and Life Members may stand for election as a Director but Deemed Members are not eligible for election as Directors although they may vote on a ballot for the purpose of Part 4 of this constitution); and

- (c) Junior Members and Non-Voting Members recognised under clause 10.3 will be entitled to attend any annual general meeting of the Club, but will not be entitled to speak or vote at such a meeting or vote on a ballot for the purpose of Part 4 of this constitution.

11.2 On or after the Transition Date:

- (a) Ordinary Members, Life Members and Deemed Members will be entitled to:

- (1) attend, speak and vote at any meeting of the Club; and
- (2) vote on any ballot of the Club,

in any year but only if, in the case of Ordinary Members, they were a Member in the prior membership year and are a Member in the current membership year, in both cases in one of the Membership categories in clause 10.2(b)(4) and were and are fully paid up in terms of clause 10.2(b)(3) and clause 12.2, in respect of the Membership Fees due for both those membership years.

- (b) Ordinary and Life Members may stand for election as a Director. For the avoidance of doubt, Deemed Members are not eligible for election as Directors although they may vote on a ballot for the purpose of Part 4 of this constitution. However, in the case of Ordinary Members, they may only be elected as a Director if they are entitled to vote in accordance with paragraph (a); and
- (c) Non-Voting Members, and Junior Members and other classes of members under clause 10.2(f):
  - (1) will be entitled to attend general meetings of the Club but are not entitled to speak or vote at any such meeting;
  - (2) are not entitled to vote on any ballot of the Club; and
  - (3) are not entitled to stand for election as a Director.

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## 12. Membership Application and Fees

12.1 Subject to the directions of the AFL, the Board has the power from time to time to determine:

- (a) the Membership Fees (including fines and penalties whether for late payment of fees or for any other matter in respect of which the Board considers fines or penalties should be imposed) that are applicable to each class of membership and to determine any period of grace for late payment; and
- (b) that Membership Fees (other than fines or penalties the Board consider should be imposed in respect of matters other than an application for membership of the Club) that would otherwise be payable in respect of any class of membership, are not applicable to or are waived for one or more applicants for membership of the Club

being an applicant who is or is nominated by any promoter, sponsor or other similar financial (whether in cash or in kind) supporter of or contributor to activities of the Club or its Members. Any such determination may be subject to any terms or conditions the Board may decide and that are not otherwise inconsistent with the terms of this constitution.

- 12.2 For the purpose of determining whether a Membership Fee (either in whole or alternatively in part under an instalment payment plan) has been paid when due for the purpose of this constitution, the due date is subject to any grace period determined by the Board from time to time to the intent that if the relevant amount together with all fines and penalties are paid within any such grace period, then the Member will be deemed to have paid the relevant Membership Fees when due.
- 12.3 Following adoption of this constitution, to obtain or renew membership of the Club, persons other than the Transitional Member and Life Members must:
- (a) complete and sign the Membership Application; and
  - (b) be approved by the Club to become a Member.
- 12.4 Following adoption of this constitution, the Transitional Member and Life Members are Members of the Club without the need to annually complete a Membership Application or pay a Membership Fee.
- 12.5 The Secretary will retain all signed Membership Applications and will produce such applications and records to the Board or the Returning Officer (as required) for verification of the entitlements of Members.
- 12.6 Membership of the Club is open from 1 November in a year to 31 October in the following year. A Member's membership:
- (a) will be in respect of the relevant membership year to which the Member nominates in their Application Form;
  - (b) commences on the date the Member's details are entered into the Register of Members after the Club has approved the Member's Application Form; and
  - (c) ceases on 31 December of the relevant membership year.
- 12.7 The Club:
- (a) has the right to refuse any Membership Application;
  - (b) must not accept any Membership Applications made by a body corporate, a nominee or by a person acting as trustee for another person or other persons.
- 12.8 This constitution has the effect as a binding contract:
- (a) between the Club and each Member;
  - (b) between the Club and each Director, Secretary and other officers of the Club; and
  - (c) between each Member and each other Member.

- 12.9 The application by the Member to become a Member will confirm their agreement to be bound by this constitution and the policies and procedures of the Club.
- 12.10 If a person pays more than the amount fixed as the Membership Fee for a particular membership year or makes a donation to the Club, the Board may at its sole discretion reduce the Membership Fee for the following year, for that person, by the amount of the designated overpayment or donation in the previous membership year.

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### **13. Discipline**

- 13.1 Members must not remove or damage any Club property without the written permission of the Board. Any damage caused by a Member may be assessed by the Board, and that Member will be liable to immediately pay the amount assessed to the Club.
- 13.2 To protect the image and reputation of the Club and the decorum of Club premises, the Board may from time to time establish codes of conduct and/or disciplinary procedures. Any such codes or procedures established by the Board will be made available for inspection by Members and will be binding on the Members.
- 13.3 If the conduct of a Member infringes the code of conduct in place at that time, then any Director, the Chief Executive Officer or any senior employee of the Club may suspend the membership of that Member until the next occurring Board meeting. If Membership is so suspended, then within 72 hours of the suspension, the Chief Executive Officer or the Secretary or a Director of the Club must notify that Member in writing of the reasons for the suspension and give the relevant Member details of the next occurring Board meeting (if known) where the Board will consider the conduct of the Member and any action that should be taken by the Club.
- 13.4 When considering any serious breach of the code or procedures of the Club, the Board will have the power to:
- (a) caution and/or reprimand the Member;
  - (b) fine the Member any sum determined by the Board;
  - (c) suspend the Member from Club privileges for any period, including for life, as the Board determines; and
  - (d) request the Member to resign his or her Membership and, if such Member does not resign within seven days, may expel the Member from membership.
- 13.5 The Board may not expel or continue the suspension of any Member without giving that Member a reasonable opportunity to be heard.
- 13.6 Persons expelled from membership will not be eligible for membership at any time, except with the consent of the Board.

## **Part 3 - Proceedings of Members**

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### **14. Who may call meetings of Members**

- 14.1 The Board may call a meeting of Members, when and where the Board decides.

- 14.2 The Board must call a meeting of Members when requested by the Members in circumstances where Members are entitled under the Corporations Act to call a meeting subject always to the rights, obligations and discretions of the Members and the Board as set out in the Corporations Act.
- 14.3 Members who are entitled to do so under the Corporations Act may call a meeting of Members in the circumstances and subject to the terms provided for in the Corporations Act.
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## **15. Annual General Meetings**

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

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## **16. How to call meetings of Members**

- 16.1 At least 21 days' notice must be given of a general meeting. However, unless prohibited by the Corporations Act, the Club may call on shorter notice:
- (a) an annual general meeting, if all the Members entitled to attend and vote at the annual general meeting agree beforehand; and
  - (b) any other general meeting, if Members with at least 95% of the votes that may be cast at the meeting agree beforehand.
- 16.2 Notice of a meeting must be given to Members, Directors and the auditor.
- 16.3 A notice of a general meeting must:
- (a) set out the place, date and time for the meeting;
  - (b) state the general nature of the meeting's business;
  - (c) if a special resolution is to be proposed at the meeting, set out an intention to propose the special resolution and state the resolution;
  - (d) contain a statement setting out the following information:
    - (1) that the Member has the right to appoint a proxy; and
    - (2) that the proxy must be a Member of the Club or otherwise approved in writing by the Board; and
  - (e) contain anything else required by the Corporations Act.
- 16.4 The business of the annual general meeting may include any of the following, even if not referred to in the notice of meeting:
- (a) the consideration of the annual financial report, Directors' report and auditor's report; and
  - (b) the appointment of the auditor.

- 16.5 Non receipt of notice of a meeting, or failure to give proper notice of a meeting to a person entitled to receive it, does not invalidate anything done at the meeting if:
- (a) the failure was accidental;
  - (b) the person gives notice to the Club that the person waives proper notice or agrees to the thing done at the meeting; or
  - (c) the person attends the meeting and:
    - (1) does not object at the start of the meeting to the holding of the meeting; or
    - (2) if the notice omitted an item of business, does not object to the consideration of the business when it is presented to the meeting.
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## **17. Membership at a specified time**

For the purpose of a particular general meeting, the Board may decide that the Members at a specified time before the meeting are taken to be the Members in accordance with the Corporations Act at the time of the meeting.

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## **18. Quorum**

- 18.1 Prior to the Transition Date, the Transitional Member must be present and if present there will be a quorum at any general meeting and no business will be transacted at any general meetings unless a quorum is present at the commencement of the meeting.
- 18.2 On or after the Transition Date, 50 Members personally present and entitled to vote will be a quorum at any general meeting and no business will be transacted at any meetings unless a quorum is present at the commencement of the meeting.
- 18.3 In determining whether a quorum is present, the chairman must count Members entitled to vote, proxies, attorneys and any other persons entitled to vote. If an individual is attending both as a Member and as a proxy, attorney or in any other capacity, the chairman must count the individual only once.
- 18.4 If a quorum is not present within 30 minutes after the time appointed for the meeting:
- (a) if the meeting was called on the request of Members or by Members, the meeting is dissolved; or
  - (b) in the case of any other meeting, the meeting is adjourned to any day, time and place the chairman decides and if at such adjourned meeting a quorum is not present those Members who are present will constitute a quorum and may transact the business for which the meeting was called.
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## **19. Chairman**

- 19.1 The chairman of the Board is entitled to chair all meetings of Members.
- 19.2 If there is no chairman of the Board, or if the chairman is not present within 10 minutes after the time appointed for the meeting or is unable or unwilling to act, the deputy chairman of the

Board may chair the meeting. If there is no deputy chairman, or if the deputy chairman is not present within 10 minutes after the time appointed for the meeting or is unable or unwilling to act, the Directors present must elect one of themselves to chair the meeting. If they do not do so, the Members present must elect a person to chair the meeting.

- 19.3 The chairman may regulate the meeting of Members in any way consistent with this constitution.
- 19.4 At all general meetings when questions of order or procedure arise, the ruling of the chairman of the meeting will be accepted as the final determination of such questions.
- 19.5 The chairman of the meeting may refuse any person's admission to a meeting or require a person to leave or remain out of the meeting, without limitation, if that person:
- (a) in the opinion of the chairman, is not complying with the reasonable directions of the chairman;
  - (b) has any audio or visual recording device;
  - (c) has a placard or banner;
  - (d) has an article the chairman considers to be dangerous, offensive or liable to cause destruction;
  - (e) refuses to comply with security measures undertaken by the Club at the meeting;
  - (f) behaves or threatens to behave in a dangerous, offensive or disruptive manner; or
  - (g) is not:
    - (1) a Member;
    - (2) a proxy, attorney or representative of a Member; or
    - (3) the auditor.

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## **20. Adjournment**

- 20.1 The chairman may adjourn a meeting of Members to any day, time and place.
- 20.2 The chairman must adjourn a meeting of Members if the Members present with a majority of votes at the meeting agree or direct the chairman to do so. The chairman may adjourn the meeting to any day, time and place.
- 20.3 When a meeting is adjourned, new notice of the resumed meeting must be given if the meeting is adjourned for more than a month.
- 20.4 Only unfinished business is to be transacted at a meeting resumed after an adjournment.

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## **21. How Members make decisions at meetings**

- 21.1 A meeting of Members makes a decision by passing a resolution. A resolution is passed if more than 50% of the votes cast by the Members attending (in person, by proxy or by

attorney) and entitled to vote are in favour of the resolution (unless the law requires a special resolution).

- 21.2 A special resolution is passed if:
- (a) the notice of the meeting sets out an intention to propose the special resolution and states the resolution; and
  - (b) it is passed by at least 75% of the votes cast by Members attending (in person, by proxy or by attorney) entitled to vote on the resolution.
- 21.3 No objection will be raised as to the qualification of any voter except as set out in clause 25 and every vote not disallowed under clause 25 will be valid for all purposes.

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## **22. How voting is carried out**

- 22.1 Unless a poll is properly requested, a resolution put to the vote at a meeting of Members must be decided on a show of hands.
- 22.2 If a poll is properly requested, the result of the poll is the resolution of the meeting.
- 22.3 A declaration by the chairman that a resolution is passed, or passed by a particular majority, or lost, and an entry to that effect in the minutes, is sufficient evidence of that fact, unless proved incorrect.

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## **23. Polls**

- 23.1 A poll may be requested by:
- (a) at least 5 members entitled to vote on the resolution;
  - (b) Members with at least 5% of the votes that may be cast on the resolution on a poll; or
  - (c) the chairman of the meeting.
- 23.2 The poll may be requested:
- (a) before a vote is taken;
  - (b) before the voting results on a show of hands are declared; or
  - (c) immediately after the voting results on a show of hands are declared.
- 23.3 A request for a poll may be withdrawn.
- 23.4 A poll requested on a matter other than the election of a chairman of the meeting or the question of an adjournment must be taken when and how the chairman directs.
- 23.5 A poll on the election of a chairman of the meeting or the question of an adjournment must be taken immediately.
- 23.6 A request for a poll does not prevent the meeting dealing with other business.



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## **24. How many votes a Member has**

- 24.1 Prior to the Transition Date, at a meeting, on a show of hands or on a poll, the Transitional Member and, where applicable under Part 4 as applied by clause 10.3, each Ordinary Member, Life Member and Deemed Member entitled to vote (in person, by proxy or attorney) has one vote only.
- 24.2 On or after the Transition Date, at a meeting, on a show of hands or on a poll, each Ordinary Member, Life Member and Deemed Member entitled to vote (in person, by proxy or attorney) has one vote.
- 24.3 If a person represents 2 or more Members or holds more than one membership in their name, that person has only one vote on a show of hands.
- 24.4 Notwithstanding the previous clauses, a Member is not entitled to vote if the Member owes any money to the Club or has not paid the relevant Membership Fees in accordance with clause 12.
- 24.5 The chairman has a casting vote, if the chairman has a personal deliberative vote.
- 24.6 An Ordinary Member, Life Member or Deemed Member who has also a second form of membership will be treated as one Member in all situations.

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## **25. Challenging a right to vote**

- 25.1 A challenge to a right to vote at a meeting of Members may only be made:
- (a) before the meeting, to the Board; or
  - (b) at the meeting, to the chairman of the meeting.
- 25.2 The challenge must be decided by the Directors or the chairman of the meeting (as the case may be). The Directors' decision or the chairman's decision is final and conclusive.

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## **26. Proxies, attorneys and representatives**

- 26.1 A Member, who is entitled to vote at a meeting of Members, may vote on a show of hands and on a poll:
- (a) personally;
  - (b) by one proxy; or
  - (c) by one attorney.
- 26.2 A proxy or attorney must be a Member of the Club or otherwise approved in writing by the Board.
- 26.3 An appointment of a proxy or attorney must be in a form approved by the Board.
- 26.4 An appointment of a proxy is valid if it is signed by the Member making the appointment and it contains the following information:

- (a) the Member's name and address;
- (b) the Club's name;
- (c) the proxy's name or the name of the office held by the proxy; and
- (d) the meetings at which the appointment may be used.

The Board may decide to accept a proxy even if it contains only some of that information.

26.5 Unless otherwise specified in the appointment, the proxy or attorney may:

- (a) agree to short notice for the meeting;
- (b) even if the appointment directs how to vote on a particular resolution:
  - (1) vote on an amendment to the particular resolution, a motion not to put the particular resolution or any similar motion; or
  - (2) vote on a procedural motion, including a motion to elect the chairman, to vacate the chair or adjourn the meeting;
- (c) speak at the meeting;
- (d) vote (but only to the extent allowed by the appointment); and
- (e) request or join in a request for a poll.

26.6 A later appointment of a proxy or attorney revokes an earlier one if both appointments could not be validly exercised at the meeting.

26.7 An appointment may specify the way a proxy or attorney is to vote on a particular resolution. A proxy may vote only as directed.

26.8 An appointment of a proxy is effective only if the Club receives the appointment (and any authority under which the appointment was signed or certified copy of the authority) at least 48 hours before the meeting or resumed meeting, unless the Board decides to reduce that time. The Club receives an appointment or authority when it is received at any of the following:

- (a) the Club's registered office;
- (b) a fax number at the Club's registered office; or
- (c) a place, fax number or electronic address specified for the purpose in the notice of meeting.

26.9 The requirements of clause 26.8 also apply to the appointment of an attorney. A power of attorney may be lodged for more than one meeting and may apply to all meetings held until a specified date or until the power is revoked.

## Part 4 – The Board of Directors

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### 27. Composition of the Board

- 27.1 The Board will consist of at least 5 and up to 9 Non-executive Directors, and if the Board so decides one Executive Director being the Chief Executive Officer for the time being. On and from the first annual general meeting after 1 January 2005, 2 Non-executive Director positions on the Board are to be designated as positions to be appointed by Members from time to time under this Part 4 (in this Part 4 called **Elected Directors**). The Board, with the approval of the AFL prior to the Transition Date) or in consultation with the AFL (after the Transition Date), may from time to time determine to increase the number of Non-executive Director positions out of the possible 9 positions that are to be designated as Elected Directors and this Part 4 will then apply with the necessary changes.
- 27.2 If the number of Non-executive Directors drops below 5, the remaining Directors will use their reasonable endeavours to replace the vacating Non-executive Director(s) under clause 38.3 by appointing additional Non-executive Directors to restore a total of at least 5 Non-executive Directors to the Board.
- 27.3 Decisions of the Board are validly passed as long as there are at least 5 Non-executive Directors present.
- 27.4 The Club in general meeting may increase or reduce the number of Directors permitted by this constitution.
- 27.5 No Director will be entitled to appoint an alternate Director.
- 27.6 Subject to clause 27.7, only an Ordinary Member or a Life Member can be appointed or elected by ballot as a Non-executive Director.
- 27.7 Players, officers and full-time employees of the Club (whether or not they are Members of any kind) cannot be appointed or elected as a Non-Executive Director under this Part 4.

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### 28. Appointment, Retirement and Rotation of Directors

- 28.1 Subject to clause 28.2, at each annual general meeting, those Non-executive Directors:
- (a) who have been in office for 3 years or more (if any); and
  - (b) if any, who were the subject of a 'no confidence' motion passed by a majority of the Board at any time since the last annual general meeting was held and who otherwise remain in office,
- must retire from office at the end of the annual general meeting. Each vacancy so caused will be filled by the Club in accordance with this constitution.
- 28.2 For the first 3 annual general meetings on and from 1 January 2005, the 7 Non-executive Directors in office at that date will retire as follows:
- (a) at the annual general meeting held in the year 2005, the two longest serving of those 7 Directors still in office will retire;

- (b) at the annual general meeting held in the year 2006, the next 2 longest serving of those 7 Directors still in office will retire; and
- (c) at the annual general meeting held in the year 2007, the next 3 longest serving of those 7 Directors still in office will retire,

in each case in addition to any Elected Director vacancies or any other Director vacancies under clause 28.1.

- 28.3 As between persons who become Directors on the same day, for the purpose of clauses 28.1 and 28.2, those to retire shall be determined by lot.
- 28.4 Retiring Directors shall be eligible for re-appointment or re-election by ballot under this Part 4 but in the case of Elected Directors a vacancy may only be filled by election under this Part 4.
- 28.5 In the event of retirement of, or any casual vacancy in the office of, Non-executive Directors (other than of Elected Directors) under any provision of this constitution, the Board may at its discretion and by simple majority appoint a Director to fill the vacancy arising on retirement or the casual vacancy. Elected Director vacancies on retirement or by casual vacancy under any provision of this constitution, remain vacant until filled by election by ballot under this Part 4 at the next annual general meeting. The first such election by ballot is to take place at the first annual general meeting to be held after 1 January 2005.
- 28.6 Subject to the Corporations Act, any Director who has been appointed to fill a retirement or causal vacancy or elected as an Elected Director will hold office until such time as required to retire in accordance with this clause 28 or the office becomes vacant under clause 30.

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## **29. Election of Directors by Members**

- 29.1 Not less than 28 days prior to the annual general meeting of the Club, the Secretary must place a book to be the "Election Book", in a conspicuous place in the Club's premises. The Election Book will contain a list of:
  - (a) all Directors retiring under clause 28; and
  - (b) the number of Elected Director vacancies (if any) to be filled by Members eligible to vote.
- 29.2 If there is an Elected Director vacancy, all Members who are eligible to vote under clause 11, may nominate any eligible Member for election as an Elected Director, by entering the name of such person in the Election Book.
- 29.3 The nomination list will be closed and the Election Book removed by the Secretary, not less than 21 days prior to the date of the annual general meeting for the purpose of examination by the Board. All Members eligible to be a director, who have been nominated by at least two Members eligible to attend and vote and who have signed their names as accepting such nominations, will be deemed to have been nominated for election as an Elected Director. Elected Directors who have retired under clause 28.1 and who offer themselves for re-election are deemed to have been nominated.
- 29.4 If the number of Members nominated does not exceed the number of Elected Director vacancies, then those persons nominated will be deemed to have been duly elected and will be declared duly elected as at the end of the relevant annual general meeting.

- 29.5 If the number of Members nominated is greater than the number of Elected Director vacancies, then a ballot will be held to fill vacancies. The procedure for the ballot will be as follows:-
- (a) The Secretary will include with the notice of meeting for the annual general meeting:
    - (1) a notice setting out that the candidates for election exceed the number of Elected Director vacancies and that a ballot is to be held; and
    - (2) a ballot paper in a form approved by the Board containing the names of each of the candidates in alphabetical order.
  - (b) For a Member's vote(s) to be valid, each Member entitled to vote on the ballot must:
    - (1) only vote for up to as many candidates as there are Elected Director vacancies to be filled. For example, if there is 1 vacancy, Members have 1 vote; if there are 2 vacancies, Members have up to 2 votes; and so on; and
    - (2) mark the appropriate boxes on the ballot form which corresponds to the candidates they wish to elect.
  - (c) The candidates that are elected will be the candidates who receive respectively the largest number of votes in the ballot process until each vacancy is filled.
  - (d) Voting on the ballot will be open to Members entitled to vote, during normal business hours at 9.00am to 5.00pm (EST) Monday to Friday both inclusive commencing on the day when the Secretary gives notice of the ballot, and concluding at 5.00pm (EST) on a date determined by the Board that is not less than 2 Business Days prior to the relevant annual general meeting.
  - (e) Members entitled to vote, may vote in person, by post, or by such other means as may be prescribed by the Board from time to time.
  - (f) The Board may determine rules and procedures in relation to the conduct of the election generally including, without limitation, to regulate or prohibit:
    - (1) the means, manner and content of distribution of biographical or other election materials by nominees;
    - (2) the use of Club resources and facilities in respect of the conduct of election campaigns by nominees; and
    - (3) discriminatory, defamatory or offensive conduct or conduct which is otherwise in breach of any statute or law, by nominees.
  - (g) The Returning Officer may determine such other rules and procedures in relation to the conduct of the ballot, as the Returning Officer considers desirable to ensure the integrity of the ballot.
  - (h) If there are not a sufficient number of candidates nominated to fill all Elected Director vacancies:
    - (1) all nominees are deemed to have been elected;

- (2) the remaining vacancies may be filled by persons proposed at the annual general meeting by the Members who were eligible to vote in the ballot provided that a motion to elect them is carried by a two thirds majority of those present and were entitled eligible to vote in the ballot (if there are more candidates proposed at the meeting than vacancies remaining then those candidates receiving the highest, the next highest and so on number of votes as well as attaining the two thirds majority will be elected to fill the vacancies until all positions are filled); and
- (3) if such a motion is not carried the vacancies may be filled by the Board.

29.6 The retiring Directors under clause 28 will continue in office until the end of the annual general meeting at which they are due to retire. The chairman of the general meeting will declare during the meeting the final results of the ballot or clause 29.5(h)(2) resolution for Elected Director vacancies and the appointees for other Director vacancies. The elected, the clause 29.5(h)(2) resolved, and the appointed Directors will all take office at the end of that general meeting.

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### **30. Vacation of office**

30.1 A Director ceases to be a director if:

- (a) the Corporations Act so provides;
- (b) the Director resigns by notice to the Club;
- (c) the Director is absent, without the consent of the Directors, from all Directors' meetings over any six month period;
- (d) the Director becomes mentally incapable and the Director's estate or property has had a personal representative or trustee appointed to administer it;
- (e) the Director ceases to be a Member under clause 13 or fails to pay membership dues under clause 12 (subject to any applicable periods of grace for late payment determined by the Board);
- (f) the Director retires pursuant to clauses 28 and 29.6;
- (g) the Director is dismissed under clause 52.3.

30.2 If any liquor control and/or gaming legislation applies to the Club from time to time (whether in its own right, or by virtue of any of its associates), and such legislation contains requirements in relation to the appointment and/or removal of Directors, then the appointment or removal of any Directors will be subject to the Club complying with all such legislative requirements.

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### **31. Remuneration**

31.1 Unless the Club in general meeting otherwise decides or the Non-executive Director (directly or through associated entities) is a contractor to the Club in some other capacity approved by the Board, a Non-executive Director is not entitled to remuneration but will be entitled to be reimbursed for expenses incurred by the Director in that capacity.

31.2 Without limit to clause 31.1, the Club must pay reasonable travelling and other expenses that a Non-executive Director properly incurs on the Club's business.

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## **32. Director's interests**

32.1 Subject to the Corporations Act, a Director may:

- (a) hold an office or place of profit (except as auditor) in the Club, on any terms the Board decides;
- (b) hold an office or otherwise be interested in any related body corporate or other body corporate in which the Club is interested; and
- (c) retain benefits for doing so.

32.2 Subject to the Corporations Act, a Director who has a material personal interest in a matter that is being considered at a Board meeting:

- (a) may not be present while the matter is being considered at the meeting;
- (b) may not be counted in a quorum for a meeting considering the matter; and
- (c) may not vote on the matter.

32.3 Subject to the Corporations Act:

- (a) a Director (or a Spouse, parent or child of a Director or child of a Spouse, or any entity in which a Director or a Spouse, parent or child of a Director or child of a Spouse has an interest) may contract or make an arrangement with the Club (or a related body corporate or a body corporate in which the Club is interested) in any matter in any capacity; and
  - (b) a Director may retain benefits under that contract or arrangement and the Club cannot avoid that contract or arrangement because of the Director's interest.
- 

## **33. Powers and Duties of Directors**

33.1 The business and affairs of the Club are to be managed by or under the direction of the Board.

33.2 The Board may exercise all the powers of the Club except any powers that the Corporations Act or this constitution requires the Club to exercise in general meeting.

## **Part 5 - Proceedings of Directors**

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### **34. Circulating resolutions**

34.1 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.

- 34.2 Separate copies of a document may be used for signing by Directors, if the wording of the resolution and statement is identical in each copy.
- 34.3 The resolution is passed when the last Director signs.
- 34.4 Passage of the resolution must be recorded in the Club's minute books.
- 

## **35. Meetings**

- 35.1 The Board may meet at such times and adjourn its meetings to such times, and otherwise may conduct and regulate its meetings, as the Board may from time to time determine.
- 35.2 At all Board meetings when questions of order or procedure arise, the ruling of the chairman of the meeting will be accepted as the final determination of such questions.
- 35.3 A Board meeting may be held using any technology consented to by all the Directors. The consent may be a standing one. A director may only withdraw consent within a reasonable period before the meeting.
- 35.4 If a Board meeting is held by telephone link up or other contemporaneous audio or audio visual communication, a Director is taken to be present unless the Director states to the chairman that the Director is disconnecting his or her telephone or communication device.
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## **36. Calling meetings**

- 37.1 Any Director may call a Board meeting.
- 37.2 On the request of any Director, the Secretary must call a Board meeting.
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## **37. Notice**

- 37.1 Notice of a Board meeting must be given to each Director.
- 37.2 The notice must:
- (a) specify the day, time and place of the meeting;
  - (b) state the business to be transacted; and
  - (c) be given at least 48 hours before the meeting, unless all Directors otherwise agree.
- 37.3 Non receipt of notice of a meeting, or failure to give notice of a meeting to a Director, does not invalidate anything done at the meeting if:
- (a) the failure was accidental;
  - (b) the Director gives notice to the Club that he or she waives the notice or agrees to the thing done at the meeting; or
  - (c) the Director attends the meeting.



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## **38. Quorum**

- 38.1 The quorum for a Board meeting is 5 of the Non-executive Directors entitled to vote.
- 38.2 The quorum must be present at all times during the meeting.
- 38.3 If there are not enough Non-executive Directors in office to form a quorum, the remaining Directors may act only:
- (a) to increase the number of Non-executive Directors to a quorum;
  - (b) to call a general meeting of the Club; or
  - (c) in an emergency.

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## **39. Chairman and deputy chairman**

- 39.1 The Directors may elect a Director as chairman for any period they decide.
- 39.2 The Directors may elect a Director as deputy chairman for any period they decide.
- 39.3 The Directors may remove the chairman or deputy chairman.
- 39.4 The chairman is entitled to chair each Board meeting.
- 39.5 If there is no chairman, or if the chairman is not present within 10 minutes after the time appointed for the meeting or is unable or unwilling to act, the deputy chairman may chair the Board meeting. If there is no deputy chairman, or if the deputy chairman is not present within 10 minutes after the time appointed for the meeting or is unable or unwilling to act, the Directors present must elect one of themselves to chair the meeting.
- 39.6 If the chairman is unable or unwilling to chair a part of the meeting, the deputy chairman may chair that part. If there is no deputy chairman, or the deputy chairman is unable or unwilling to act, the Directors present must elect one of themselves to chair that part.

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## **40. Board Decisions**

- 40.1 Subject to the Corporations Act, each Director has one vote.
- 40.2 A resolution of the Board is passed by a majority of votes cast. Unless otherwise stated in this constitution or required by the Corporations Act, where this constitution refers to the approval or determination of the Board, approval or determination is obtained by a simple majority of votes cast.
- 40.3 In the case of an equality of votes, the chairman has a casting vote, if the chairman has a personal deliberative vote.
- 40.4 All acts performed or matters resolved by any Board meeting or by any person acting as a Director will be valid as if that person was validly appointed, notwithstanding the subsequent discovery of some defect in the appointment of such person.

## Part 6 - Directors' powers

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### 41. General powers

- 41.1 The business of the Club is managed by or under the direction of the Board.
- 41.2 The Board will liaise with the Chief Executive Officer in respect of all policies that are established or developed by the Board from time to time and particularly as regards the establishment and/or implementation of such policies.
- 41.3 The Board may exercise all the powers of the Club except any powers that the Corporations Act or this constitution requires the Club to exercise in general meeting.
- 

### 42. Execution of documents

- 42.1 The Club may execute a document without a common seal if the document is signed by:
- (a) two Directors of the Club; or
  - (b) a Director and a company secretary of the Club.
- 42.2 The Club may execute a document for obligations or accommodation in excess of \$15,000 only if authorised by the Board or by a Board committee with authority given by the Board to do so.
- 42.3 The Board must authorise the execution of any material contracts. Without limitation the Directors must authorise the execution of and delegate the authority to execute any document relating to:
- (a) employment of any staff or players;
  - (b) the facilities or premises of the Club;
  - (c) sponsorship;
  - (d) advertising;
  - (e) finance; or
  - (f) any agreement subject to such conditions or limitations as the Board may determine.
- 42.4 The Board may decide, generally or in a particular case, that a Director or Secretary may sign certificates for membership of the Club by mechanical or other means.
- 42.5 This clause does not limit the ways in which the Board may decide that the Club may execute a document (including a deed).
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### 43. Negotiable instruments

The Board may decide how negotiable instruments (including cheques) may be signed, drawn, accepted, endorsed or otherwise executed.

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#### **44. Committees and delegates**

- 44.1 The Board may delegate any of their powers (including this power to delegate) to a committee of Directors. The Board may revoke or vary that delegation.
- 44.2 A committee must exercise the powers delegated subject to any directions of the Board. The effect of the committee or delegate exercising a power in this way is the same as if the Board exercised it.
- 44.3 Part 5 of this constitution applies with the necessary changes to meetings of a committee. However, a non-Director does not have a vote.
- 44.4 Without limitation, the Board must duly constitute by way of charter and maintain:
- (a) an Audit and Finance Committee and;
  - (b) a Remuneration and Nominations Committee.
- 44.5 The chairman of each of the committees referred to in clause 44.4 will report to each meeting of the Board and the Board must resolve to adopt the reports of each committee.

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#### **45. Attorney and agent**

- 45.1 The Board may appoint any person to be the attorney or agent of the Club for any purpose, for any period and on any terms (including as to remuneration) the Board decides.
- 45.2 The Board may delegate any of their powers to an attorney or agent.
- 45.3 The Board at any time may revoke or vary:
- (a) the appointment; or
  - (b) any power delegated to the attorney or agent.

### **Part 7- Executive Officers**

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#### **46. Chief Executive Officer**

- 46.1 The Board will appoint a Chief Executive Officer, whose role will be to manage the business and affairs of the Club, subject to the policy and specific directions given by the Board. The Chief Executive Officer may be an executive Director member of the Board if the Board so determines.
- 46.2 The term of employment, remuneration and conditions of employment of the Chief Executive Officer will be determined by the Board from time to time.
- 46.3 If the employment of the Chief Executive Officer ends for any reason (whether by way of expiry of contractual term, termination of contract for any reason or for any other reason whatever), the person will (if applicable) automatically cease to hold office as a Director. If the Chief Executive Officer is a Director and for any reason the person holding that office ceases to or cannot hold office under clause 30 or otherwise, then the person automatically ceases to

hold office as Chief Executive Officer without prejudice to the contractual rights (if any) the person may have arising from the termination of the persons' employment.

46.4 The Chief Executive Officer will:

- (a) develop a plan to implement the policies established by the Board;
- (b) be responsible for the implementation of the policies that are established or developed by the Board. In implementing such policies, the Chief Executive Officer will follow any directions or specific resolutions of the Board;
- (c) be responsible for the carrying out on behalf of the Club of any duties required or appropriate to be carried out by the Club under the provisions of any applicable legislation;
- (d) be responsible for ensuring that correct accounts and books showing the financial affairs of the Club are kept;
- (e) have the power to seek a Board meeting in case of urgent business;
- (f) will arrange to receive and bank all moneys due to the Club and for the payments of all accounts; and
- (g) keep a correct account of the receipts and expenditure of the Club and submit an extract thereof to the Board at each meeting.

46.5 The Chief Executive Officer will have the power to delegate any or all of his or her powers or responsibilities.

46.6 If the Chief Executive Officer is not a Director of the Club, the Chief Executive Officer may attend and speak at meetings of Directors and is entitled to notice of the holding of Directors meetings.

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## **47. Company Secretary**

47.1 The Board may appoint one or more company secretaries of the Club for any period and on any terms (including as to remuneration) the Board decides.

47.2 Subject to any agreement between the Club and the Secretary, the Board may remove or dismiss the Secretary at any time, with or without cause.

47.3 Unless the Board otherwise decides, the Secretary is the public officer of the Club.

47.4 The Secretary will, in addition to any duties and responsibilities detailed in this constitution, record in the minute books of the Club minutes of all resolutions and proceedings of all general meetings, Board meetings and committee meetings, and will keep the register of Members and all associated records.

47.5 The Secretary may, at the discretion of the Board, receive remuneration in consideration for carrying out the duties of the Secretary.

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## **48. Indemnity**

- 48.1 To the extent permitted by the Corporations Act, the Club:
- (a) must indemnify each person who is or has been an Officer against any liability incurred as an Officer; and
  - (b) may pay a premium for a contract insuring an Officer against that liability.
- 48.2 Subject to the Corporations Act, the Club may enter into an agreement or deed with an Officer under which the Club must do all or any of the following:
- (a) keep a set of the Club's books (including minute books) and allow the Officer and the Officer's advisers access to the books for any period agreed;
  - (b) indemnify the Officer against any liability incurred by the Officer as an Officer; and
  - (c) keep the Officer insured for any period agreed in respect of any act or omission by the Officer while an Officer.
- 48.3 In this clause, Officer means an officer of the Club and includes the Secretary, the public officer of the Club, the Chief Executive Officer and the Non-executive Directors.

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## **49. Auditors**

- 49.1 The Club will appoint auditors to audit the books of account of the Club. The auditors will report the results of such audit to the Members on an annual basis.
- 49.2 The appointment, conduct, and removal of the auditor will be governed by the Corporations Act.

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## **50. Returning Officer**

- 50.1 The Returning Officer will be the auditors of the Club or such other persons or organisation determined by the Board as being appropriate to conduct a ballot.
- 50.2 The Returning Officer of the Club will be responsible for conducting the ballot for the election of Directors under Part 4, in accordance with any rules, guidelines and/or procedures detailed in this constitution or established by the Board from time to time.
- 50.3 The Returning Officer is not entitled to:
- (a) vote at any meeting of the Club;
  - (b) stand for election or accept appointment as a Director; or
  - (c) nominate or second any candidate for election as a Director.

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## **51. Senior and Assistant Coaches and General Manager Football**

- 51.1 The Senior Coach and the General Manager Football will be selected and appointed by the Board from time to time. The remuneration and the terms and conditions of employment of

the Senior Coach and the General Manager Football will be determined by the Board in its absolute discretion in consultation with the Remuneration and Nominations Committee.

- 51.2 Assistant Coaches are to be selected and appointed by agreement between the Chief Executive Officer and the Senior Coach. The names of all Assistant Coaches appointed will be submitted to the Board for notification.
- 51.3 The remuneration and the terms and conditions of employment of the Assistant Coaches will be determined from time to time by the Board in consultation with the Remuneration and Nominations Committee.

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## **52. AFL Licence**

- 52.1 To the extent of any inconsistency between the constitution and the Licence Agreement between the Club and the AFL and any replacement agreement, the terms of the Licence Agreement prevail.
- 52.2 On and from the Transition Date, no amendment may be made to this constitution unless the amendment has been approved by the AFL. Each resolution seeking such an amendment will by virtue of this clause be conditional on the amendment the subject of the resolution being approved by the AFL.
- 52.3 Subject to the requirements of the AFL Licence, the Club grants to the AFL the power, to require the Board to appoint an Administrator to the Club in accordance with the Corporations Act.
- 52.4 Subject to the requirements of the AFL Licence, the AFL can dismiss or cause to be dismissed any Non-executive Director of the Club at the request of a majority of the Board where that majority has determined that the Non-executive Director is in breach of any Directors Code of Conduct adopted by the Board.
- 52.5 This clause 52 will only apply until such time as these powers are no longer required to be contained in this constitution pursuant to the terms and conditions of the AFL Licence.

## **Part 8 – Records**

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### **53. Register of Members**

- 53.1 The Club must keep at Register of Members in accordance with the Corporations Act. The Register of Members will contain the full names and addresses and dates of birth of all Members, together with their respective Membership Number. Upon application for, or renewal of, membership in the required form, the Secretary will cause the required details to be entered into the Register of Members. The Board may require additional details to be recorded in the Register of Members.
- 53.2 The Register of Members may be kept using such means of technology as determined by the Board from time to time.

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## **54. Inspection**

The Club must allow inspection of any Register of Members only as required by the Corporations Act and subject to compliance with privacy laws in respect of any details recorded on the register that are not required to be recorded by the Corporations Act.

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## **55. Evidence of register**

Unless proved incorrect, the register of Members is sufficient evidence of the matters shown in the register.

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## **56. Minute book**

56.1 The Club must keep minute books in which it records within one month:

- (a) proceedings and resolutions of meetings of the Members;
- (b) proceedings and resolutions of Board meetings (including meetings of a committee of the Board);
- (c) resolutions passed by Members without a meeting; and
- (d) resolutions passed by the Board without a meeting.

56.2 The Club must ensure that minutes of a meeting are signed within a reasonable time after the meeting by one of the following:

- (a) the chair of the meeting; or
- (b) the chair of the next meeting.

56.3 The Club must ensure that minutes of the passing of a resolution without a meeting are signed by a Director within a reasonable time after the resolution is passed.

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## **57. Evidence of minutes**

A minute that is so recorded and signed is evidence of the proceeding, resolution or declaration to which it relates, unless the contrary is proved.

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## **58. Financial records**

58.1 The Club must keep the financial records required by the Corporations Act.

58.2 The financial records must be audited as required by the Corporations Act.

58.3 A copy of the most recent financial report of the Club will be provided to a member on request.

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## **59. Inspection**

Unless authorised by the Directors or the Club in general meeting or the Corporations Act, a Member is not entitled to inspect the Club's books.

## **Part 9 - Notices and Interpretation**

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### **60. In writing**

Notice must be in writing and in English, and may be given by an authorised representative of the sender.

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### **61. Notice to Members**

61.1 The Club may give notice to a Member:

- (a) personally;
- (b) by sending it by post to the address of the Member in the register of Members or the alternative address (if any) nominated by the Member; or
- (c) by sending it to the fax number or electronic address (if any) nominated by the Member.

61.2 A notice to a Member is sufficient even if the Member (whether or not a joint Member) is dead, mentally incapacitated, an infant or a bankrupt, and the Club has notice of that event.

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### **62. Notice to Directors**

The Club may give notice to a Director:

- (a) personally;
- (b) by sending it by post to the Director's usual residential or business address or any other address nominated by them;
- (c) if a notice calling a meeting - by sending it to the fax or electronic address (if any) nominated by the Director, only if all the Directors have consented to the use of that technology; or
- (d) if any other notice - by sending it to the fax or electronic address (if any) nominated by the Director.

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### **63. Notice to the Club**

A person may give notice to the Club:

- (a) by leaving it at the Club's registered office;
- (b) by sending it by post to the Club's registered office; or
- (c) by sending it to the fax or electronic address (if any) of the Club's registered office.



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## **64. Addresses outside Australia**

A notice sent by post to or from a place outside Australia must be sent by air mail.

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## **65. Time of service**

- 65.1 A notice sent by post within Australia is taken to be given 3 Business Days after posting.
- 65.2 A notice sent by post to or from a place outside Australia is taken to be given 7 Business Days after posting.
- 65.3 A notice sent by fax, or other electronic means, is taken to be given on the Business Day after it is sent (if the sender's transmission report shows that the whole notice was sent to the correct facsimile number or electronic address).
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## **66. Dispute Resolution**

- 66.1 If there is any dispute between a Member and the Club concerning the application of this constitution or otherwise, then the parties must attempt to resolve any such dispute by the dispute resolution procedure set out in this clause before resorting to alternative avenues, including litigation.
- 66.2 The dispute resolution procedure is as follows:
- (a) if a party believes that a dispute has arisen, it must serve a dispute notice on the other party;
  - (b) the dispute notice must state that a dispute has arisen and identify in sufficient detail what the dispute is about;
  - (c) the dispute notice must be provided to the other party following receipt of which the parties must meet within a period of 14 days to seek to resolve the dispute;
  - (d) failing resolution of the dispute by the parties, the parties may jointly request the appointment of a mediator or failing agreement as to a mediator within 21 days of service of the dispute notice, either party may apply to the President of the Law Institute of Victoria to appoint a mediator;
  - (e) once the mediator has accepted the appointment, the parties must comply with the mediator's instructions; and
  - (f) if the dispute is not resolved within 45 days of the appointment of the mediator, or any other period agreed by the parties in writing, the mediation ceases and the parties are entitled to pursue any other avenue available to them to resolve the dispute.
- 66.3 The mediator may fix the charges for the mediation which must be paid equally by the parties.
- 66.4 If the dispute is settled, all parties must sign a terms of settlement agreement and those terms are binding on the parties.

- 66.5 The mediation is confidential and statements made by the mediator or the parties as well as discussions between the participants to the mediation whether before, after or during the mediation, cannot be used in any legal proceedings.
- 66.6 It will be a term of the engagement of the mediator that the parties release the mediator from any Court proceedings relating to the dispute or the mediation.
- 66.7 The mediator is not bound by the rules of natural justice and may discuss the dispute with a party in the absence of any other party.
- 66.8 The procedures set out above will not apply in respect of proceedings for urgent or interlocutory relief.

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## 67. Interpretation

In this constitution, unless the context otherwise requires:

- (a) subject to the next clause, a word or phrase has the same meaning as it has in the Corporations Act;
- (b) singular includes plural and plural includes singular;
- (c) words of one gender include any other gender;
- (d) reference to legislation includes any amendment to it, any legislation substituted for it, and any statutory instruments issued under it and in force;
- (e) reference to a person includes a corporation, a firm and any other entity;
- (f) headings do not affect interpretation; and
- (g) the Club must not exercise any power in contravention of the Corporations Act and any provision of this constitution that is in contravention of the Corporations Act is to that extent to be read down or, if not capable of being read down, severed.

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## 68. Definitions and Interpretation

In this constitution, unless inconsistent with the subject matter, the following definitions will apply:

**AFL** means the Australian Football League ACN 004 155 211 and its successors;

**AFL Licence** means the licence agreement entered into between the Club and the Australian Football League dated 20 July 1994 and includes any amendment to it or any agreement substituted for it;

**Board** means the Board of Directors of the Club as constituted from time to time;

**Business Day** means any day except a Saturday or Sunday or other public holiday in New South Wales;

**Chief Executive Officer** means the person appointed to perform the duties of chief executive officer of the Club and who is an executive Director member of the Board;

**Club** means the Sydney Swans Limited ACN 063 349 708;

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

**Director** means a director of the Club;

**Football** means Australian Rules Football;

**Football Season** means the official football season determined and conducted by the AFL in a particular calendar year;

**General Manager Football** means the person appointed to perform the duties of the general manager football of the Club;

**Home Ground** means the home ground or grounds of the Club from time to time;

**Member** means a natural person who is a member of the Club in accordance with clause 10 of this constitution;

**Membership Application** means the application form in the form specifically determined and approved by the Board from time to time for the specific purpose of becoming a Member of the Club;

**Membership Fees** means the Membership Fees determined in accordance with this constitution, as payable by a Member for each year (including fines and penalties whether for late payment of fees or for any other matter in respect of which the Board considers fines or penalties should be imposed);

**Non-executive Director** means a Director who is a member of the Board and who is not the Chief Executive Officer;

**Register of Members** means the register containing the details of all current and past Members of the Club;

**Returning Officer** means the person or organisation serving as Returning Officer of the Club in accordance with clause 50;

**Secretary** means the person appointed to perform the duties of company secretary of the Club;

**Senior Coach** means the person appointed to perform the duties of senior coach of the Club's football team or teams;

**Transition Date** means the date referred to as the Transition Date in clause 10.1(b) of this constitution;

**Transitional Member** means a member referred to in clause 10.1 of this constitution.