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# Constitution of GCFC Limited

ACN

**BROWNE & Co.**

SOLICITORS AND CONSULTANTS

Level 3

1 Collins Street

MELBOURNE VIC 3000

Tel: 9654 3334

Fax 9663 6844

Ref: MDR:80142

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# Constitution of GCFC Limited ACN

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## Part 1 - Preliminary

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### 1. Name

The company the subject of this constitution is named the GCFC Limited ACN (Club). The Club may change its name or adopt another name from time to time in accordance with the requirements of the Corporations Act.

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### 2. Status of the Club and this constitution

2.1 The Club is a public company limited by guarantee.

2.2 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 officer of the Club; and
- (c) between each Member and each other Member.

2.3 The completion of a Membership Application by a Member constitutes the Member's agreement to be bound by this constitution and the policies and procedures of the Club so far as they relate to Members in accordance with clauses 8.6 and 11.2.

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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. Home Ground

4.1 Subject always to clause 4.1(b) and applicable restrictions set out in the Licence Agreement (which includes the requirement that the AFL approve any change to the Training and Administration Base and the Home Ground), the Board may:

- (a) from time to time determine:
  - (1) the Club's Home Ground and Training and Administration Base; and
  - (2) that the Club will concurrently have more than one Home Ground for the purposes of conducting the Licensed Operations and participating in the Australian Football League; and
- (b) the Board may only change the Training and Administration Base and / or the Home Ground(s) of the Club with the approval of not less than 75% of the Board.

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## **5. Objects and Powers of the Club**

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

**(a) Football and Sporting**

- (1) To develop, maintain and foster the ideals of the Club.
- (2) To promote the playing of Australian Football throughout Australia, with a specific focus on developing and growing the game of Australian Football in the Gold Coast and Northern Rivers Regions and their surrounds and the state of Queensland.
- (3) To promote the playing of Australian Football in particular. The Club's primary purpose is to conduct the Licensed Operations, including by maintaining, providing, supporting and controlling a team or teams of footballers in the Australian Football League and in any other Australian Football competition within Australia and, if considered appropriate by the Board and the AFL, in countries other than Australia.
- (4) To enter into, manage and terminate (if necessary) employment contracts and relationships with applicable football personnel, including professional:
  - (A) footballers, to play in the Club's teams; and
  - (B) staff in relation to the Club's teams.
- (5) Subject to clause 4, to establish, rent, hire, acquire, own or enter into arrangements in relation to the use of grounds, equipment and other facilities necessary for the efficient and successful conduct of the Licensed Operations (including the Training and Administration Base and the Home Ground/s).
- (6) 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:
    - (C) restricts the distribution of income and property to the same, or to a greater extent, as the Club; and
    - (D) is not a club or team that competes in the Australian Football League, unless otherwise approved by the AFL in its discretion.
- (7) To join and subscribe to the AFL, VFL and QAFL including their successors and/or any other body having similar objectives.
- (8) To co-operate with and otherwise assist the AFL (including their successors and/or any other body having similar objects) with a view to conducting the

Licensed Operations and developing and growing the game of Australian Football.

**(b) Social and Facilities**

- (1) To purchase, lease or otherwise acquire from time to time such land, premises, buildings, part of a building or any personal or other property that the Club considers necessary for the conduct of the Licensed Operations and to construct, alter, add to or maintain that land, premises, buildings or other property for that same purpose.
- (2) To sell, transfer, let, sub-let, mortgage, charge, pledge, dispose of or otherwise deal with (**Dispose**) the whole or any part of land, premises, building, part of a buildings or personal or other property that the Club has the legal right to Dispose of.
- (3) To obtain and maintain any permits, licenses or other approvals that are required by law to enable the Club to:
  - (A) conduct the Licensed Operations; or
  - (B) develop, produce, store, sell, promote and advertise goods or services provided or distributed by the Club.
- (4) To obtain and maintain any permits, licenses or other approvals that are required by law in connection with gaming operations and other ancillary activities conducted, and proposed to be conducted by, on behalf of or in connection with the Club and the Licensed Operations.
- (5) To conduct such other business, undertaking or enterprise which is considered to directly or indirectly advance the interests of the Club, the Members, the conduct of the Licensed Operations and/or the game of Australian Football, including but not limited to:
  - (A) management of the stadium from which the Club operates (**Stadium**) and is licensed to manage; and
  - (B) holding events at the Stadium which are outside of the Licensed Operations.

**(c) Administration**

- (1) To:
  - (A) enter into employment contracts and relationships with;
  - (B) dismiss and discipline; and
  - (C) pay, salaries, wages, bonuses, gratuities and pensions to,administrative personnel (including staff, secretaries or managers and other persons considered necessary or desirable for administering and managing the business of the Club and the Licensed Operations) in accordance with all applicable laws relating to the employment of persons.

(2) To:

- (A) invest and generally deal with the moneys of the Club;
- (B) lease, sell or otherwise deal with the assets (including real or personal property) of the Club;
- (C) borrow or raise or secure the payment of money and finance for the Club;
- (D) draw, make, accept, endorse, execute, discount and issue promissory notes, bills of exchange, debentures and other negotiable or transferable instruments; and
- (E) 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 over the property of the Club,

**(Financial Dealings)** in such a manner and in accordance with procedures and policies determined by the Board from time to time, provided that the Financial Dealings do not compromise the cash-flow or solvency of the Club or the efficient, proper and lawful conduct of the Licensed Operations.

(3) To:

- (A) insure against risks, liabilities and eventualities that a prudent professional organisation engaged in the activities of the same kind as the Licensed Operations would insure against; and
- (B) apply the proceeds of any claim under any insurance policy in such manner and for such purpose as the Board from time to time considers appropriate in the circumstances.

(d) **Community**

To support 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, loan or bequest of any real or personal property and apply that property to the conduct of the Club's operations (including the Licensed Operations).
- (2) To pursue any other objects which are considered to directly or indirectly advance the interests of the Club, the Members, the conduct of the Licensed Operations and/or the game of Australian Football.
- (3) To do other lawful things as are incidental or conducive to the attainment of the objects described in this clause 5.

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## **6. No distribution to Members**

- 6.1 The Club's income and assets must be used solely to promote the Club's objects stated in Clause 5.
- 6.2 The Club must not in any circumstance pay or distribute any profits, income, dividend or assets to the Members.
- 6.3 This does not prevent the Club from in good faith and in the ordinary course of business:
- (a) entering commercial arrangements with Members 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); or
  - (b) reimbursing out-of-pocket expenses incurred by a Member on behalf of the Club or in connection with the Licensed Operations.

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## **7. Limited liability**

- 7.1 The liability of Members is limited.
- 7.2 Subject always to clause 7.3, in the event the Club is wound up, present Members (being persons who are Members at the date the Club commences to be wound up) and past Members (being persons who were Members at any time during the 12 months immediately preceding the commencement of the winding up), must contribute to the Club's property such monies and other assets necessary to:
- (a) discharge the Club's debts and liabilities at the date the Club is wound up and costs, charges and expenses properly incurred in connection with the winding up; and
  - (b) adjust the rights of the contributories among themselves.
- 7.3 Notwithstanding any other provision of this constitution, no present Member or past Member need contribute more than an aggregate of \$2.00 to the winding up of the Club.
- 7.4 Subject to Clause 7.5, on a winding up, any monies or other assets of the Club that remain as a surplus must be given to an institution:
- (a) which has objects similar to the Club's objects;
  - (b) which cannot distribute its income and assets to its Members; and
  - (c) is determined by general resolution of Members.

If the Members cannot, or do not do determine an appropriate institution, the Supreme Court of Queensland may do so.

- 7.5 Up to but excluding the Transition Date, the AFL may determine the appropriate institution to whom any surplus is given. If the AFL does not do so, the Supreme Court of Queensland may do so.



## Part 2 – Membership

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### 8. Members

#### 8.1 Composition of Members and Transitional Membership

The Club will be comprised of the following classes of Membership from the date of the adoption of this constitution to the Transition Date, which includes the entire Transition Period:

- (a) **AFL**
- (b) **Formation Members**
  - (1) For the purpose of fostering community support for the Club during the period up to but excluding the Transition Date the Board may deem certain persons to be Formation Members of the Club.
  - (2) Such persons so recognised under this clause 8.1(b) will be entitled to make an application for a class of membership referred to in clauses 8.4(b) and 8.4(c) on or after the Transition Date.

#### 8.2 Management of Transition

Notwithstanding any other provision of this constitution:

- (a) the AFL will cease to be the only Member of the Club; and
- (b) the Club's membership will thereafter be comprised of such other persons who attain membership in accordance with this constitution,

(the Transition) from the end of the first annual general meeting after the Transition Date, if and only if the following conditions have been satisfied:

- (c) the Board:
  - (1) prepares, or causes to be prepared, a report (**Transition Report**) that:
    - (A) describes the Club's readiness for the Transition and the systems that the Club has developed for becoming a member based organisation, including the processes and procedures the Club proposes to use for managing and evaluating Membership Applications and establishing a Registry of Members;
    - (B) without limiting 8.2(c)(1)(A), describes the Club's performance against the Transition KPIs and confirms that the Transition KPIs have been met or exceeded (as applicable);
    - (C) sets out the proposed date of the Transition (**Transition Date**), provided that the proposed date of the Transition cannot be a date occurring before 1 November 2015 unless otherwise agreed by the AFL; and
    - (D) submits the Transition Report to the AFL;

- (2) calls a meeting of the Board; and
- (3) resolves that there is no longer a need for the AFL to be a Member of the Club and notifies the AFL that it is ready and able to effect the Transition.

### 8.3 Transition Timing

- (a) The Transition will be deemed to have occurred if the AFL does not object to the Transition within 14 days of receiving the Transition Report.
- (b) If the AFL objects to the Transition (**Objection**):
  - (1) during the 14 day period after the Club receives notice of the Objection (**Initial Period**), the AFL and the Club must use their reasonable efforts to resolve the Objection; and
  - (2) if the AFL and the Club are unable to resolve the Objection within the Initial Period, then the Objection will be resolved by a person agreed by the AFL and the Club or, in the absence of agreement, by a person nominated by the President of the Institute of Arbitrators and Mediators Australia or the President's delegate.

For the avoidance of doubt, the meaning of "**Objection**" for the purposes of this clause 8.3 is limited to circumstances where the AFL objects to the Transition on the basis that the Transition KPI's have not been met.

- (c) At the end of the first annual general meeting after the Transition Date, the AFL will cease to be the only Member of the Club and Club's Membership will be in accordance with clause 8.2(b).

### 8.4 Classes of Membership

From the end of the first AGM after the Transition Date, the Club will consist of the following classes of Members:

- (a) **Life Members**
  - (1) The Board may from time to time and in its absolute discretion nominate a Member to become a life member of the Club. Subject to clause 8.4(f), a person who agrees to become a Life Member:
    - (A) is not required to annually complete a Membership Application or otherwise renew their membership or pay any Membership Fee whatsoever; and
    - (B) remains a Life Member for the duration of their natural life.
  - (2) The Board must consider a player for Life Membership if;
    - (A) the player plays 150 senior AFL games with the Club; or
    - (B) for a player who is on the Club's inaugural playing list, plays 100 senior AFL games with Club and has played at least 50 senior AFL games with another AFL club prior to joining the Club,

and during his playing career with the Club he consistently demonstrated an adherence to the Club's Values.

(b) **Ordinary Members**

In each year that the Club exists as an entity, a person who:

- (1) will be 18 years of age or older as at the date of completing the Membership Application;
- (2) has completed and submitted the current Membership Application and complied with all other applicable application and renewal procedures required by the Club from time to time;
- (3) undertakes to, or in the case of an existing Member affirms its undertaking to, contribute to the Club's property in the manner further described in clause 7 and otherwise in accordance with the Corporations Act; and
- (4) has paid the applicable Membership Fee in respect of:
  - (A) the year to which the membership relates; and
  - (B) the type of membership they are renewing or the Membership category for which they are applying (being the categories which are further described in this clause 8.4),

is an ordinary member of the Club (**Ordinary Member**).

Unless the Board determines to the contrary, AFL Gold Coast Club Support Members will be Ordinary Members without any requirement to pay any further Membership Fee.

(c) **Junior Members**

In each year that the Club exists as an entity, a person who:

- (1) is under the age of 18 years as at the date of completing the membership application;
- (2) has completed and submitted the current Membership Application and complied with all other applicable application and renewal procedures required by the Club from time to time;
- (3) has been accepted by the Club as a Junior Member; and
- (4) has paid the appropriate Membership Fee for a junior member prior to 30 June for the relevant membership year.

is a junior member of the club (**Junior Member**).

(d) **Non-Voting Members**

In each year that the Club exists as an entity, a Member who:

- (1) complies with all criteria for an Ordinary Member as set out in clause 8.4(b) except for clause 8.4(b)(4); or
- (2) is not an Ordinary Member, a Non-Paying Member or a Life Member,  
is a Non-Voting Member of the Club (**Non-Voting Member**).

(e) **Non-Paying Members**

In each year that the Club exists as an entity, but subject to clause 8.4(f):

- (1) a person who prior to 30 June in that year:
  - (A) is a player, Officer or full-time employee of the Club; and
  - (B) has completed the current Membership Application and complied with all other applicable application and renewal procedures required from time to time by the Club in respect of that person (including by undertaking to, or in the case of an existing Member affirming its undertaking to, contribute to the Club's property in the manner further described in clause 7 and otherwise in accordance with the Corporations Act),

is a Member of the Club for that year (**Non-Paying Member**).

- (2) Non-Paying Members are not required to pay any Membership Fees in respect of each year that they are a Non-Paying Member.

(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.

(g) **Payment of Membership Fee**

- (1) For the purposes of this clause 8.4, a Membership Fee will be deemed to have been paid by a Member in respect of a particular year if the relevant Member:
  - (A) has paid the Membership Fee for the current membership year prior to 30 June of that year; or
  - (B) 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.
- (2) The payment by any Member of their Membership Fee (or in the case of AFL Gold Coast Club Support Members, subscription to a relevant AFL membership package) will confirm their agreement to be bound by this constitution and the policies and procedures of the Club that apply to Members.

- 8.5 The Board may, for the purpose of fostering a membership and public support base for the Club prior to the Transition Date, recognise certain members of the public to be honorary members of the Club in accordance with procedures and restrictions for honorary membership established by the Board from time to time and in its discretion provided always that such persons will not have a right to vote at any meeting of the Club or to vote on any ballot.
- 8.6 The Board acting reasonably may from time to time establish codes of conduct, policies or procedures applicable to Members pertaining to the development, maintenance and protection of the Club's image, reputation, property and culture, and each Member must comply with these codes, policies and procedures. The Board must make any codes or procedures established under this clause 8.6 available for inspection at a place accessible to Members.

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## **9. Membership Rights**

- 9.1 On and from the date that this constitution is adopted, up to the end of the first annual general meeting after the Cessation of Special Funding Date:
- (a) the AFL will be entitled to attend, speak and vote at any member meeting of the Club and to vote on any ballot; and
  - (b) for the avoidance of doubt Formation Members recognised under clause 8.1(b) will not be entitled to:
    - (1) attend, speak or vote at any meeting of the Club;
    - (2) vote on any ballot of the Club; and
    - (3) stand for election as a director.unless appointed as a Director by the AFL in accordance with 23.1(3).
- 9.2 On and from the end of the first annual general meeting after the Cessation of Special Funding Date up to the end of the first annual general meeting after the Transition Date:
- (a) the AFL will be entitled to attend, speak and vote at any member meeting of the Club, and to vote on any ballot;
  - (b) Formation Members recognised under clause 8.1(b) will be entitled to:
    - (1) appoint Elected Directors in accordance with clauses 23.2(b) and 25; and
    - (2) subject to clause 23.2(a) stand for election as a Director; and
  - (c) for the avoidance of doubt Formation Members recognised under clause 8.1(b) will not be entitled to:
    - (1) attend, speak or vote at any member meeting of the Club;
    - (2) subject to clause 9.2(b), vote on any ballot of the Club.

9.3 On and from the Transition Date:

- (a) Ordinary Members, Life Members and Non-Paying Members will be entitled to:
  - (1) attend, speak and vote at any member meeting of the Club; and
  - (2) vote on any ballot of the Club.
- (b) Ordinary and Life Members may stand for election as a Director. For the avoidance of doubt, players and full-time employees of the Club who are Non-Paying 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) Non-Voting Members and Junior Members are not entitled to:
  - (1) attend general meetings of the Club;
  - (2) vote on any ballot of the Club; and
  - (3) stand for election as a Director.

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**10. Membership Application and Fees**

10.1 Subject to directions given by the AFL from time to time up to but excluding the Transition Date, the Board has the power from time to time to determine:

- (a) the Membership Fees (including fines or sanctions whether for late payment of fees or for any other matter in respect of which the Board considers fines or sanctions should be imposed) and other terms and conditions that apply to each class of membership and to determine any period of grace for late payment; and
- (b) that Membership Fees (other than fines or sanctions 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 Sponsors. Any such determination may be subject to any terms or conditions the Board may from time to time decide and that are not otherwise inconsistent with the terms of this constitution.

10.2 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, the due date is subject to any grace period determined by the Board from time to time.

10.3 The Secretary must:

- (a) retain all signed Membership Applications together with any records received from the AFL in respect of AFL Gold Coast Club Support Members until the close of the annual general meeting for that year to which the membership relates; and
- (b) on request produce such applications and records to the Board or the Returning Officer (as applicable).

Upon approval of each Membership Application, the Secretary must cause the details of each Member to be entered into the Register of Members that is maintained under, and in accordance with the requirements of, clause 47.

- 10.4 Membership of the Club will be for one year (or part thereof). A Member's membership will commence on the later of:
- (a) payment of the Membership Fee for that year; and
  - (b) the close of the annual general meeting for the previous year;
- and such membership will cease immediately after the close of the annual general meeting for that year.
- 10.5 The Club:
- (a) has the absolute right to refuse any Membership Application;
  - (b) must not accept more than one Membership Application from any person; and
  - (c) must not accept any Membership Applications made by a body corporate, a nominee or by a person acting as trustee for another person other than from the AFL.
- 10.6 In the event that a person pays more than the Membership Fee or makes a donation to the Club in respect of a particular year, the Board may at its sole discretion reduce the Membership Fee for the following year by an amount equivalent to the relevant overpayment or donation.

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## **11. Discipline**

- 11.1 Members must not remove, replace, modify, adapt or damage any Club property without the express written permission of the Board. The Board may require any Member that causes damage to or loss of the Club's property to immediately replace or reimburse the costs of replacing or repairing the relevant property, and that amount will be a debt due and payable by the Member to the Club.
- 11.2 The Board acting reasonably may from time to time establish codes of conduct and/or disciplinary procedures applicable to Members pertaining to the development, maintenance and protection of the Club's image, reputation, property and culture, and each Member must comply with these codes and procedures. The Board must make any codes or procedures established under this clause 11.2 available for inspection at a place accessible to Members.
- 11.3 If the conduct of a Member infringes any applicable code of conduct in place at the time of the breach:
- (a) any Director or the Chief Executive Officer may suspend the membership of that Member until the next occurring Board meeting by providing written notice to the relevant Member within 72 hours of the time to the suspension is to take effect (such notice which must include the reasons for the suspension and details of the next occurring Board meeting (if known)) (**Suspension**);
  - (b) the Board must consider the Suspension at the Board meeting immediately following that Suspension, and has the power to:
    - (1) caution and/or reprimand the Member;
    - (2) fine the Member any reasonable sum determined by the Board;

- (3) suspend the Member from Club and/or membership privileges for any period, including for life;
- (4) request the Member to resign his or her membership; and
- (5) if a Member does not resign within seven days of being requested by the Board pursuant to clause 11.3(b)(4), expel the Member from membership of the Club.

The Board may not expel or suspend a Member under this clause 11.3(b) without giving that Member a reasonable prior opportunity to be heard.

- 11.4 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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#### **12. Who may call meetings of Members**

- 12.1 Subject always to the rights and obligations of Members and the Board as described in the Corporations Act:
- (a) the Board may call a meeting of Members, when and where the Board decides;
  - (b) 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; and
  - (c) 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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#### **13. 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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#### **14. Calling meetings of Members**

- 14.1 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 Voting Members agree beforehand; and
  - (b) any other general meeting, if 95% of Voting Members agree beforehand.
- 14.2 Notice of a meeting must be given to all current Members, Directors and the Club's auditor.
- 14.3 A notice of a general meeting must be given in accordance with the Corporations Act and:
- (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.
- 14.4 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;
  - (b) the appointment of the auditor; and
  - (c) the fixing of the auditor's remuneration.
- 14.5 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 not as a result of the malice of the Secretary or any other person designated to call the meeting; or
  - (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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## **15. Membership at a specified time**

For the purpose of a particular general meeting, a person will be regarded as a Member of the Club if they are a Member in accordance with clause 8.4 at the time that notice of the relevant meeting is given under clause 14. In the event of a dispute or ambiguity regarding a person's membership status, the Chairman of the Board may determine whether that person is a Member and the Chairman's decision will be final and binding.

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## **16. Quorum**

### **16.1 Prior to the Transition Date:**

- (a) a quorum at any general meeting of the Club will only be constituted where the AFL is present;

- (b) no decisions or resolutions will be made or passed (as applicable), and no other business will be in any way conducted or transacted, at any general meetings unless and until a quorum exists at the commencement of the meeting; and
- (c) for the avoidance of doubt the AFL can attend and vote by appointing a representative or representatives for that purpose.

**16.2 On and from the Transition Date:**

- (a) a quorum at any general meeting of the Club will only be constituted where 50 Voting Members are personally present;
- (b) no decisions or resolutions will be made or passed (as applicable), and no other business will be in any way conducted or transacted, at any general meetings unless and until a quorum exists at the commencement of the meeting; and
- (c) in determining whether a quorum is present, the Chairman must count Voting Members, 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.

**16.3 In respect of any general meeting (whether held before or after the Transition Date), if there is no quorum present within 30 minutes after the time set out in the notice of meeting then the meeting is adjourned to any day, time and place the Chairman reasonably decides. Any Members in attendance at that adjourned meeting will constitute a quorum.**

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**17. Chairman**

**17.1 The Chairman of the Board shall chair all meetings of Members.**

**17.2 In the event that:**

- (a) there is no Chairman of the Board, or if the Chairman is not present within 10 minutes after the time set out in the notice of meeting or is unable or unwilling to act, the Deputy Chairman of the Board may chair the meeting;
- (b) there is no Deputy Chairman, or if the Deputy Chairman is not present within 10 minutes after the time set out in the notice of meeting or is unable or unwilling to act, the Directors present must elect one of themselves to chair the meeting;
- (c) the Directors present do not elect one of themselves to chair the meeting in accordance with clause 17.2(b), the Members present must elect a person to chair the meeting; and
- (d) the Members present do not elect a person to chair the meeting in accordance with clause 17.2(b), the meeting is dissolved.

**17.3 The Chairman:**

- (a) is responsible for:
  - (1) the proper conduct of a meeting of Members; and
  - (2) the procedures of a meeting of Members; and

- (b) may act under clause 17.3(a) in any way that is not inconsistent with this constitution or the Corporations Act.
- 17.4 When questions of order or procedure arise at general meetings, the ruling of the Chairman of the meeting will be accepted as the final determination of such questions.
- 17.5 The Chairman of the meeting may exclude any person from a meeting, or cause that person to be ejected or removed from a meeting if that person:
  - (a) in the opinion of the Chairman:
    - (1) is not complying with the reasonable directions of the Chairman; or
    - (2) is unduly disrupting or annoying other Members or the conduct of the Meeting;
  - (b) has any audio or visual recording device;
  - (c) has a placard or banner;
  - (d) has an article or other thing the Chairman considers to be dangerous, offensive or liable to cause destruction, disruption or offence;
  - (e) refuses to comply with security measures imposed by the Club at the meeting;
  - (f) behaves or threatens to behave in a dangerous, offensive or disruptive manner, or is endangering the health or safety of any person; or
  - (g) is not:
    - (1) a Voting Member;
    - (2) a proxy, attorney or representative of a Member; or
    - (3) the auditor.

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## **18. Adjournment**

- 18.1 Where the Chairman considers it reasonable and necessary in the circumstances, the Chairman may adjourn a meeting of Members to a day, time and place reasonably determined by the Chairman.
- 18.2 The Chairman must adjourn a meeting of Members if a majority of Voting Members present at the meeting agree or direct the Chairman to do so. The Chairman may adjourn the meeting to any day, time and place reasonably determined by the Chairman having regard to the circumstances surrounding the relevant adjournment.
- 18.3 When a meeting is adjourned for a period of one month or more, a new notice of the resumed meeting must be given in accordance with this constitution and the Corporations Act.
- 18.4 Only unfinished business may be dealt with at a meeting resumed after an adjournment.

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

- 19.1 A meeting of Members may only make a decision by passing a resolution in accordance with this clause 19.
- 19.2 Subject to clause 19.3, a resolution is only passed when more than 50% of the votes cast by Voting Members attending that meeting (whether in person, by proxy or by attorney) are in favour of the resolution.
- 19.3 Where the Corporations Act or other law provides that a matter may only be approved by a special resolution of a meeting of Members, a special resolution will only be deemed to have been passed where:
- (a) notice has been given of that special resolution in accordance with the Corporations Act and that notice states the resolution and sets out an intention to propose the special resolution; and
  - (b) at least 75% of the votes cast by Voting Members attending that meeting (whether in person, by proxy or by attorney) are in favour of the resolution.
- 19.4 A challenge to a right to vote at a meeting of Members:
- (a) may only be made in accordance with the Corporations Act; and
  - (b) must be promptly determined by the Chairman of the meeting, and that decision is final and conclusive.

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

- 20.1 A resolution put to the vote at a meeting of Members must be decided on a show of hands, unless a poll is properly requested in accordance with clauses 20.3 and 20.4.
- 20.2 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.
- 20.3 A poll may be requested by:
- (a) at least 5 Voting Members;
  - (b) Voting 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.
- 20.4 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.
- 20.5 A request for a poll may be withdrawn.

- 20.6 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 in the manner the Chairman directs.
- 20.7 A poll on the election of a Chairman of the meeting or the question of an adjournment must be taken immediately.
- 20.8 A request for a poll does not prevent the meeting dealing with other business.
- 20.9 If a poll is properly requested, the result of the poll is the resolution of the meeting of that matter.
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## **21. How many votes a Member has**

- 21.1 At a meeting of the Club (whether before or after the Transition Date) each Voting Member (including, for the avoidance of doubt, the AFL prior to the Transition Date) in person, by proxy or attorney, has one vote, both on a show of hands or on a poll.
- 21.2 If a person represents 2 or more Voting Members, that person has only one vote on a show of hands.
- 21.3 Notwithstanding any other provision of this constitution, a Voting Member is not entitled to vote if that Member or his or her appointees owes any money to the Club (excluding money owed to the Club by a Voting Member within the Club's ordinary commercial trading terms) or has not paid the relevant Membership Fees in accordance with clauses 8 and 10.
- 21.4 The Chairman has a casting vote, and also a vote in their capacity as a Member.
- 21.5 A Life Member who has also a second form of membership will be treated as one Member with one vote in all situations.
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## **22. Proxies, attorneys and representatives**

- 22.1 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.
- 22.2 A proxy or attorney must be a Member of the Club or otherwise approved in writing by the Board.
- 22.3 An appointment of a proxy or attorney must be in a form approved by the Board.
- 22.4 An appointment of a proxy is valid if it:
- (a) is signed or authenticated by the Member making the appointment in accordance with the Corporations Act; and
  - (b) it contains the following information:
    - (1) the Member's name and address;
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- (2) the Club's name;
- (3) the proxy's name or the name of the office held by the proxy; and
- (4) the meetings at which the appointment may be used; and
- (c) otherwise complies with the Corporations Act.

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

- 22.5 A later appointment of a proxy or attorney revokes an earlier one if both appointments could not be validly exercised at the meeting.
- 22.6 An appointment may specify the way a proxy or attorney is to vote on a particular resolution. A proxy may vote only as directed. The proxy or attorney must vote and otherwise conduct themselves in accordance with the Corporations Act. 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.
- 22.7 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. The Board may reduce the period for receipt of a proxy in the notice of meeting to which that proxy relates. The Club receives an appointment or authority when it is received at any one 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.
- 22.8 Subject to the Corporations Act, the requirements of clause 22.7 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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### 23. Composition of the Board

#### Pre Transition

- 23.1 On and from the date that this constitution is adopted up to the end of the first annual general meeting held after Cessation of Special Funding Date:
- (1) the Board will consist of at least 4 but no more than 9 Directors.
  - (2) 1 Director position is to be filled by a person nominated by the Club's Patron Partner (if a Patron Partner exists) (**Patron Partner Director**); and
  - (3) all other Director positions on the Board that become vacant are to be filled by persons appointed by the AFL from time to time under this Part 4 (**AFL Directors**).
- 23.2 On and from the end of the first annual general meeting held after the Cessation of Special Funding Date to the end of the first annual general meeting after the Transition Date:
- (a) the Board will consist of at least 7 but no more than 9 Directors;
  - (b) 2 Director positions on the Board are to be designated as Elected Director positions to be appointed from time to time under this Part 4 by those Formation Members recognised by the Board under clause 8.1(b);
  - (c) 1 Patron Partner Director (if a Patron Partner exists); and
  - (d) all other Director positions on the Board are to be AFL Directors.

#### Post Transition

- 23.3 The Board will consist of at least 7 but no more than 9 Directors.
- 23.4 Despite clause 24.2, at the end of the first annual general meeting held after the Transition Date (**1<sup>st</sup> post transition AGM**), all Directors must retire and the Board will comprise the following:
- (1) 1 Patron Partner Director (if a Patron Partner exists);
  - (2) 1 Director position is to be filled by a person appointed by the AFL Directors; and
  - (3) the balance being a combination (to be determined by the AFL) of AFL Directors and directors appointed by Members from time to time under this Part 4 (**Appointed Directors**).

This will be the composition of the Board until the end of the second annual general meeting held after the Transition Date (**2<sup>nd</sup> post transition AGM**).

- 23.5 During the appointment of the Directors under clause 23.4, the AFL will classify and group each Appointed Director as either Director A, Director B, Director C, Director D, Director E, Director F or Director G.

23.6 A Director appointed by the AFL Directors and/or the Elected Directors (as applicable) under this Part 4 will, for the purposes of this constitution be referred to as Director Z.

23.7 At the end of the 2<sup>nd</sup> post transition AGM:

- (a) Director A, Director B and Director Z will resign and vacate their office; and
- (b) the Board will comprise the following:
  - (1) the balance of the Appointed Directors (if any);
  - (2) 1 Patron Partner Director (if a Patron Partner exists);
  - (3) Director Z's office is to be filled by a person appointed by the AFL Directors; and
  - (4) Director A's and Director B's offices are to be designated as Elected Directors and filled by persons appointed by Members from time to time under this Part 4.

This will be the composition of the Board until the end of the third annual general meeting held after the Transition Date (**3<sup>rd</sup> post transition AGM**).

23.8 At the end of the 3<sup>rd</sup> post transition AGM:

- (a) Director C and Director Z will resign and vacate their office; and
- (b) the Board will comprise the following:
  - (1) the balance of the Appointed Directors (if any);
  - (2) Director A and Director B as Elected Directors;
  - (3) 1 Patron Partner Director (if a Patron Partner exists);
  - (4) Director Z's office is to be filled by a person appointed by the AFL Directors; and
  - (5) Director C's office is to be designated as an Elected Director and filled by persons appointed by Members from time to time under this Part 4.

This will be the composition of the Board until the end of the fourth annual general meeting held after the Transition Date (**4<sup>th</sup> post transition AGM**).

23.9 At the end of the 4<sup>th</sup> post transition AGM:

- (a) Director D, Director E and Director Z will resign and vacate their office; and
- (b) the Board will comprise the following:
  - (1) the balance of the Appointed Directors (if any);
  - (2) Director A, Director B and Director C as Elected Directors;



- (3) 1 Director position is to be filled by a person nominated by the Club's Patron Partner;
- (4) Director D's and Director E's offices are to be designated as Elected Directors and filled by persons appointed by Members from time to time under this Part 4; and
- (5) Director Z's office is to be filled by a person appointed by the Elected Directors.

23.10 At the end of the 5<sup>th</sup> post transition AGM:

- (a) Director F, Director G and Director Z will resign and vacate their office; and
- (b) from that point onwards, the Board will comprise the following:
  - (1) Director A, Director B, Director C, Director D and Director E as Elected Directors;
  - (2) 1 Director position is to be filled by a person nominated by the Club's Patron Partner;
  - (3) Director F's and Director G's offices are to be designated as Elected Directors and filled by persons appointed by Members from time to time under this Part 4; and
  - (4) Director Z's office is to be filled by a person appointed by the Elected Directors.

23.11 By way of example, for the avoidance of doubt and consistent with clause 24.2:

- (a) at the end of the 6<sup>th</sup> annual general meeting after the Transition Date, Director A and Director B must retire from office;
- (b) at the end of the 7<sup>th</sup> annual general meeting after the Transition Date, Director C must retire from office;
- (c) at the end of the 8<sup>th</sup> annual general meeting after the Transition Date, Director D and Director E must retire from office;
- (d) at the end of the 9<sup>th</sup> annual general meeting after the Transition Date, Director F and Director G must retire from office;

and this will be the pattern of retirement for all Elected Directors.

23.12 When appointing a director pursuant to clauses 23.1 to 23.11, the Patron Partner, AFL, AFL Directors and the Elected Directors (as applicable in the circumstances) must:

- (a) consider the overall needs of the Club and the relevant skills and expertise needed at the board level of the Club; and
- (b) only appoint persons who possesses skills and expertise in one or more of the following areas:
  - (1) business management;

- (2) law;
- (3) financial management;
- (4) marketing;
- (5) media;
- (6) company directorship;
- (7) sports and/or event management; and
- (8) Australian Football,

and who are not, by reason of any provision of the Corporations Act, ineligible to be or prohibited from being a director.

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## **24. Appointment, Retirement and Rotation of Directors**

**24.1** From the date of the adoption of this Constitution up to the end of the first annual general meeting held after the Transition Date:

- (a) all Directors who have at the date of the annual general meeting been in office for 2 years or more must retire at the end of the annual general meeting;
- (b) each vacancy for an AFL Director so caused will be filled by persons appointed by the AFL;
- (c) AFL Directors will be available for re-appointment at the discretion of the AFL;
- (d) if an AFL Director retires or vacates his/her office before the end of their term, the AFL Directors will appoint a new Director to fill the vacancy; and
- (e) the AFL may remove and replace an AFL Director at their absolute discretion.

**24.2** After the Transition Date and subject to clauses 23.3 to 23.10, at each annual general meeting:

- (a) the person in the office of Director Z; and
- (b) those Elected Directors (if any):
  - (1) who have at the date of the meeting been in office for 4 years or more; and
  - (2) those 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.

**24.3** In respect of persons who become Directors on the same day, for the purpose of clause 24.2, those to retire shall be determined by lot.

- 24.4 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.
- 24.5 In the event of the retirement of, or any casual vacancy in the office of Directors (other than of an AFL Director or the Patron Partner Director), the Board may at its discretion and by simple majority appoint a Director to fill the vacancy arising on retirement or the casual vacancy.
- 24.6 Subject to the Corporations Act, any Director who has been appointed or elected to fill a retirement or casual vacancy will hold the applicable office until required to retire in accordance with this clause 24 or the office becomes vacant under clause 26. For the avoidance of doubt, this means that if a Director has been appointed to replace a retiring director (**Outgoing Director**), that director is only in office for the balance of the Outgoing Director's term of office.

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

- 25.1 For the purposes of this clause 25 (excluding clause 25.6(h)), 'Voting Member' includes a Formation Member.
- 25.2 At least 42 days prior to each annual general meeting of the Club, the Secretary must place a book called the "Election Book" in a prominent place within the Club's principal premises. The Election Book must contain a list of:
- (a) all Directors retiring under clause 24; and
  - (b) the number of Elected Director vacancies (if any) that are to be filled by Members ,
- at the relevant annual general meeting.
- 25.3 If the Election Book states that there is an Elected Director vacancy, any Voting Members may nominate any eligible Member for election as an Elected Director by entering the name of that person in the Election Book.
- 25.4 The nomination list will be closed and the Election Book removed by the Secretary not less than 35 days prior to the date of the applicable annual general meeting. The Board must examine the Election Book prior to that meeting. All Members who, prior to the closing of the Election Book:
- (a) are eligible to be a director;
  - (b) have been nominated by at least two Voting Members; and
  - (c) have accepted their nomination by signing adjacent to their nomination in the Election Book,
- will be deemed to have been nominated for election as an Elected Director. Elected Directors who have retired under clause 24.1 and who offer themselves for re-election by entering their own name in that book prior to its closing under this clause 25.4 are deemed to have been nominated.
- 25.5 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.

25.6 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 ballot must be conducted in accordance with the following procedure:

- (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 as an Elected Director exceed the number of Elected Director vacancies and that a ballot is to be held; and
  - (2) a:
    - (A) ballot paper in a form approved by the Board containing the names of each of the candidates in alphabetical order; and
    - (B) description of how, where and when a Voting Member may cast their vote.

- (b) For a Voting Member's vote(s) to be valid, each Voting Member's 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.

A Voting Member's ballot form shall not be invalid solely for the reason that the Member did not cast all the votes that the Voting Member was entitled to.

- (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 Voting Members 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, by electronic means or by such other means as determined 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, to regulate or prohibit:
  - (1) the means, manner and content of distribution of biographical or other promotional or election materials by candidates;
  - (2) the use of Club resources and facilities in respect of the conduct of election campaigns by candidates; and
  - (3) discriminatory, defamatory, offensive or inappropriate conduct or conduct which is otherwise in breach of any statute or law, by candidates.

- (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 candidates are deemed to have been elected;
  - (2) the remaining vacancies may be filled by persons proposed at the annual general meeting by the Voting Members provided that a motion to elect them is carried by a two thirds majority of those Voting Members present (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 at its discretion.

25.7 The process for filling directorship vacancies created by this Part 4 is as follows:

- (a) the retiring Directors under clause 24 will continue in office until the end of the annual general meeting at which they are due to retire;
- (b) the Chairman of the general meeting will declare during the meeting the final results of the ballot or clause 25.6(h)(2) resolution for Elected Director vacancies and the appointees for other Director vacancies; and
- (c) those persons the subject of the Chairman's declaration under clause 25.7(b) will all take office at the end of that general meeting.

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## 26. Vacation of office

26.1 Without limiting clause 24, 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 conducted during any six month period;
  - (d) the Director becomes mentally incapable of fulfilling that Director's duties as a director and the Director's estate or property has had a personal representative or trustee appointed to administer it;
  - (e) the Director:
    - (1) ceases to be a Member; or
    - (2) fails to pay membership dues by 30 June of the relevant financial year, pursuant to this constitution; or
-

- (f) the Director retires pursuant to clauses 24 and 25.7.

26.2 Notwithstanding any other provision of this constitution, if:

- (a) any liquor control and/or gaming legislation applies to the Club from time to time (whether in its own name, or by virtue of any of its associates); and
- (b) such legislation contains requirements in relation to the appointment, election and/or removal of Directors,

then any appointment, election or removal of any Directors under this constitution will be subject to the Club complying with all such legislative requirements.

26.3 If any Director is found not to be a fit and proper person to act in the capacity of Director, after all avenues of appeal have been exhausted, that Director must resign from their office.

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## **27. Remuneration**

27.1 Unless otherwise approved by the Club in general meeting or the relevant Director (whether directly or through associated entities) is a contractor to the Club in some other capacity approved by the Board:

- (a) a Director is not entitled to remuneration for their conduct of their directorship; but
- (b) a Director will be entitled to be reimbursed, and the Club must reimburse each Director, for all expenses properly incurred by the Director in their capacity as a Director of the Club.

27.2 Without limiting clause 27.1, the Club must pay reasonable travelling and other expenses that a Director properly incurs in undertaking the Club's business.

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## **28. Director's interests**

28.1 Subject to the Corporations Act, clause 9.3(b), any other applicable laws and the Licence Agreement, a Director may during his/her directorship:

- (a) hold some other office or position (except as auditor) within the Club, on any terms the Board decides (including a position for which that Director receives market remuneration for the bona fide provisions of any services);
- (b) hold an office or otherwise be interested in any related body corporate or other body corporate, including a related body corporate or other body corporate in which the Club is interested; and
- (c) retain benefits for doing so,

provided that:

- (d) the Director complies with clause 28.4; and
- (e) the relevant office, position or other interest is not a position, office, stake or other interest in a corporation or business engaged in or involved in the fielding of a team in any professional football code (including soccer, rugby union or rugby league) other

than the Australian Football League or any Australian Football match other than a match approved by the AFL.

- 28.2 Subject to the Corporations Act and other applicable laws, a Director who has a material personal interest in a matter that is being considered at a Board meeting may not:
- (a) be present while the matter is being considered at the meeting;
  - (b) vote on the matter; and
  - (c) be counted in a quorum for a meeting considering the matter.
- 28.3 Subject to clause 28.2 and the Corporations Act and other applicable laws:
- (a) a Director (or a spouse, parent, child and other relatives of a Director or child of a spouse or other relative, or any entity in which a Director or a spouse, parent, child or other relative 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.
- 28.4 A Director must disclose to the Board all contracts, arrangements, offices, positions, stakes or other interests referred to in clauses 28.1 and 28.3 that are held by the Director or of which the Director is aware.

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

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### **29. Circulating resolutions**

- 29.1 The Directors may pass a resolution without a Board meeting being held, if a majority of 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.
- In this Part 5 only, a "**Majority**" means:
- (a) in the event there are an even number of Director positions comprising the Board – fifty percent of those positions plus one; and
  - (b) in the event there are an odd number of Director positions comprising the Board – fifty percent of those positions rounded up the nearest whole number.
- 29.2 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.
- 29.3 The resolution is passed when a majority of Directors have signed the resolution.
- 29.4 Passage of the resolution must be recorded in the Club's minute books.

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### **30. Calling and conducting meetings of the Board**

- 30.1 A Board meeting may be called by any Director giving reasonable notice individually to each other Director.
- 30.2 On the request of any Director, the Secretary must call a Board meeting.
- 30.3 The Board may:
- (a) meet at such times and places;
  - (b) adjourn its meetings to such times and places; and
  - (c) otherwise conduct and regulate its meetings,
- as, when and how the Board determines from time to time.
- 30.4 A Board meeting may be called or 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.
- 30.5 A Director will be only be deemed to:
- (a) be present at a Board meeting that is held by telephone link up or other contemporaneous audio or audio visual communication device for the period during which the Director is connected to his or her telephone or other communication device; and
  - (b) have left a meeting that is held by telephone link up or other contemporaneous audio or audio visual communication device:
    - (1) where that Director clearly states to the Chairman of the meeting that the Director is disconnecting his or her telephone or other communication device; or
    - (2) where and for the period that the Director's connection to the telephone or other communication device is interrupted or disconnected for some other reason.
- 30.6 The ruling of the Chairman of the meeting will be accepted as the final determination of all questions of order or procedure that arise at a Board meeting.

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### **31. Notice**

- 31.1 Notice of a Board meeting must be given to each Director.
- 31.2 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 to a shorter period of notice.
-



31.3 If a Director does not receive the notice of a meeting, or a complete notice, as required under clause 31.1, that non-receipt or incomplete notice does not in itself invalidate anything done at the meeting if:

- (a) the failure was genuinely accidental;
- (b) the Director gives notice to the Club that he or she waives the requirement for notice or agrees to the thing or things done at the meeting; or
- (c) the Director attends the meeting.

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## **32. Quorum**

32.1 The quorum for a Board meeting is a majority of the Directors entitled to vote.

32.2 For the avoidance of doubt:

- (a) the quorum must be present at all times during the meeting; and
- (b) decisions of the Board are only validly passed where a majority of Directors entitled to vote are present during the making of that decision.

32.3 If at the time a Board meeting is scheduled to be conducted there are not sufficient Directors in office to form the quorum required by clause 32.1, the remaining Directors may only act at that meeting:

- (a) to increase the number of Directors to a quorum, subject to other requirements set out in this constitution;
- (b) to call a general meeting of the Club; or
- (c) in an emergency.

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## **33. Chairman and Deputy Chairman**

33.1 The Directors may elect a Director as Chairman for a period of up to 2 years.

33.2 The Directors may elect a Director as Deputy Chairman for any period they decide.

33.3 An appointed Director may hold the office of Chairman or Deputy Chairman.

33.4 The Directors may remove the Chairman or Deputy Chairman.

33.5 Subject to this clause 33, the Chairman is entitled to, and must where reasonably practicable, chair each Board meeting.

33.6 In the event that:

- (a) there is no Chairman of the Board, or if the Chairman is not present within 10 minutes after the time set out in the notice of meeting or is unable or unwilling to act (for the whole or any part of a meeting), the Deputy Chairman of the Board may chair the relevant part of the meeting;

- (b) there is no Deputy Chairman, or if the Deputy Chairman is not present within 10 minutes after the time set out in the notice of meeting or is unable or unwilling to act (for the whole or any part of a meeting), the Directors present must elect one of themselves to chair the relevant part of the meeting;
- (c) the Directors present do not elect one of themselves to chair the meeting in accordance with clause 33.6(b), the meeting is dissolved.

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## **34. Board Decisions**

- 34.1 Subject to the Corporations Act, each Director has one vote at each Board Meeting.
- 34.2 Unless otherwise stated in this constitution or required by the Corporations Act, where this constitution refers to:
  - (a) a resolution of the Board;
  - (b) the approval or determination of the Board; or
  - (c) the exercise of a discretion by the Board,that resolution is passed, the approval or determination is obtained or a discretion is exercised (as applicable) by a majority of the votes cast by Directors entitled to vote on the relevant resolution or other matter.
- 34.3 In the case of an equality of votes, the Chairman has a casting vote in addition to his or her vote as a Director.
- 34.4 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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### **35. General powers**

- 35.1 The Licensed Operations and other business and affairs of the Club are to be managed by or under the direction of the Board.
- 35.2 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.
- 35.3 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.

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### **36. Execution of documents**

- 36.1 Subject to the Corporations Act, 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 Secretary of the Club.

- 36.2 The Board will prepare or cause to be prepared a policy for executing documents (**Document Execution Policy**).
- 36.3 The Board may delegate the authority to execute documents in accordance with the Document Execution Policy.
- 36.4 The Board may decide, generally or specifically, that a Director or Secretary may sign certificates for membership of the Club by mechanical or other means.
- 36.5 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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### **37. Negotiable instruments**

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

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### **38. Committees and delegates**

- 38.1 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 from time to time.
- 38.2 A committee must exercise the powers delegated subject to any directions of the Board and in accordance with the scope of the delegation. The effect of the committee or delegate exercising a power in this way is the same as if the Board exercised it.
- 38.3 Part 5 of this constitution applies with the necessary changes to meetings of a committee, except that a person that is not a Director does not have a vote at such meetings.
- 38.4 The Chairman of each of the committees must report to each meeting of the Board and the Board must, subject to and in accordance with the Corporations Act, review and resolve to adopt the reports of each committee.
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### **39. Attorney and agent**

- 39.1 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 from time to time decides.
- 39.2 The Board may delegate any of their powers to an attorney or agent.
- 39.3 The Board may from time to time revoke or vary:
- (a) the appointment under clause 39.1; or
  - (b) any power delegated to the attorney or agent.
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## **Part 7 – Vice Presidents**

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### **40. Vice Presidents**

40.1 The following persons are Vice Presidents of the Club:

- (a) Ron Clarke
- (b) John Appleton
- (c) Ian Barfoot on behalf of AFLGC Juniors
- (d) Brian Bartels
- (e) Dean Bowtell
- (f) Gerry Carmody
- (g) Jason Cotter
- (h) Frank & Filomena Covino
- (i) Ray Deppeler
- (j) Dale Dickson
- (k) Michael Dolbey
- (l) Graeme Downie
- (m) Ahmed Fahour
- (n) Rick Fankhauser
- (o) Wally Fankhauser
- (p) John Fitzgerald
- (q) Adam Garton
- (r) Bob Gordon
- (s) Tim Gordon
- (t) Craig Headland
- (u) Gregory Holmes
- (v) David Jackson
- (w) Robert (Bob) Langford
- (x) Alan 'Doc' MacKenzie
- (y) Graham Miles

- (z) John Nicholson
- (aa) Chris O'Connell
- (bb) John O'Keefe
- (cc) Stephen O'Keefe
- (dd) Dudley Quinlivan
- (ee) Rick Rodwell
- (ff) John Scates
- (gg) Ken Skrinis
- (hh) Paul Stephens
- (ii) Shaun Stephens
- (jj) Ron Stewart
- (kk) Andy Thomas
- (ll) Bruce Tilley
- (mm) Mal Turner
- (nn) Vitto Ulliana
- (oo) Dr. Paul Varcoe
- (pp) Alf Vockler
- (qq) Greg Ward
- (rr) Rob 'Aussie Rob' Wilson
- (ss) Tony Wilson
- (tt) John Witheriff

40.2 The office of Vice President recognises the extraordinary contribution, commitment, vision and spirit of the persons listed in clause 40.1 who were critical in establishing the Club.

40.3 The office of Vice President does not in itself grant the Vice Presidents any rights under this constitution.

## **Part 8- Executive Officers**

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### **41. Chief Executive Officer**

41.1 The Board must appoint a Chief Executive Officer. The Chief Executive Officer will be:

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- (a) responsible for the management of the business and affairs of the Club (including the conduct of the Licensed Operations); and
- (b) required to comply with and implement the policies and directions of the Board.

The Chief Executive Officer must not be a member of the Board.

41.2 The terms and conditions of the Chief Executives employment (including the period of engagement and remuneration) will be determined by the Board in its discretion. Subject to applicable laws and any agreement between the Club and the Chief Executive Officer, the Board may remove or dismiss the Chief Executive Officer at any time, with or without cause.

41.3 The Chief Executive Officer will:

- (a) develop a plan to implement the policies and directions of the Board;
- (b) be responsible for the implementation of the policies and directions 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, reports and books showing the financial affairs of the Club are kept and maintained, including by doing so in accordance with applicable laws, accounting practices and AFL requirements;
- (e) have the power to call a Board meeting in case of urgent business giving reasonable notice to each Director;
- (f) will arrange to receive and bank all moneys due to the Club and for the payments of all accounts and debts in the name of the Club;
- (g) keep a correct account of the receipts and expenditure of the Club and submit an extract thereof to the Board at each meeting; and
- (h) without limiting clauses 41.3(a) or (b), perform such other tasks, address such matters, and do such other things, as are reasonably required by the Board from time to time.

41.4 The Chief Executive Officer may delegate any or all of his or her powers or responsibilities.

41.5 The Chief Executive Officer may attend and speak at Board meetings, and is entitled to notice of the holding of Board meetings, as if he or she was a Director.

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## **42. Company Secretary**

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

42.2 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.

- 42.3 Unless the Board otherwise decides, the Secretary will also act as the public officer of the Club.
- 42.4 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 and maintain the register of Members and all associated records (including by doing so in accordance with applicable laws, accounting practices and AFL requirements).

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### **43. Indemnity**

- 43.1 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 and in connection with their being an Officer of the Club; and
  - (b) may at its cost obtain and maintain insurance in respect of each Officer against that liability referred to in clause 43.1(a).
- 43.2 Subject to the Corporations Act, the Club may enter into an agreement or deed with an Officer under which the Club agrees to do all or any of the following:
- (a) allow the Officer and the Officer's 's advisers access to the Club's books (including minute books) for any agreed period;
  - (b) indemnify the Officer against any liability incurred by the Officer as and in connection with their being an Officer of the Club; and
  - (c) keep the Officer insured for any period in respect of any act or omission done by the Officer as and in connection with their being an officer of the Club.
- 43.3 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 Directors.

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### **44. Auditors**

- 44.1 The Club will:
- (a) appoint auditors to audit the books of account of the Club; and
  - (b) report the results of such audit to the Members on an annual basis,
- including by doing so in accordance with applicable laws, accounting practices and AFL requirements.
- 44.2 The appointment, conduct, and removal of the auditor will be governed by the Corporations Act and other applicable laws.

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#### **45. Returning Officer**

- 45.1 The Returning Officer will be the auditors of the Club or such other persons or organisation determined by the Board from time to time as being appropriate to conduct a ballot.
- 45.2 The Returning Officer of the Club will be responsible for conducting each 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.
- 45.3 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 (or participate in their candidature in any way).

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#### **46. AFL Licence**

- 46.1 The terms of the Licence Agreement prevail to the extent of any inconsistency between this constitution and the Licence Agreement.
- 46.2 Notwithstanding any other provision of this constitution, this constitution may not be amended in any way unless the relevant amendment has been approved by the AFL in its absolute discretion. Each resolution seeking or approving an amendment to this constitution will by virtue of this clause be conditional on the approval of the AFL.

### **Part 9 – Records**

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#### **47. Register of Members**

- 47.1 The Club must keep a Register of Members:
- (a) in accordance with applicable requirements of the Corporations Act; and
  - (b) that contains:
    - (1) the full names, addresses and dates of birth of all Members, together with their respective Membership Number and membership category; and
    - (2) such other details as the Board requires from time to time.
- 47.2 The Register of Members may be kept using such means of technology as determined by the Board from time to time.
- 47.3 The Club is only required to allow the inspection of any Register of Members where obligated to do so by the Corporations Act and other applicable laws (including privacy laws).
- 47.4 Unless proved incorrect, the register of Members is sufficient evidence of the matters shown in the register.



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#### **48. Minute book**

- 48.1 The Club must keep minute books in which it promptly records:
- (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.
- 48.2 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.
- 48.3 The Club must ensure that the minutes of a resolution passed without a meeting are signed by a Director within a reasonable time after the resolution is passed.
- 48.4 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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#### **49. Financial records**

- 49.1 The Club must keep and maintain the financial records and produce and disseminate the reports required by the Corporations Act.
- 49.2 The financial records must be audited as required by the Corporations Act.
- 49.3 A copy of the most recent financial report of the Club must be provided to a Member on request.

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#### **50. Inspection**

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

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### **Part 10 - Notices and Interpretation**

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#### **51. Written**

Notices given in connection with this constitution must be in writing and in English, and may be given by an authorised representative of the sender.

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#### **52. Notice to Members**

- 52.1 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 from time to time; or
- (c) by sending it to the fax number or electronic address (if any) nominated by the Member from time to time.

52.2 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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### **53. 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 from time to time;
- (c) if a notice calling a meeting - by sending it to the fax or electronic address (if any) nominated by the Director from time to time, 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 from time to time.

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### **54. 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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### **55. 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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### **56. Time of service**

- 56.1 A notice sent by post within Australia is taken to be given 3 Business Days after posting.
- 56.2 A notice sent by post to or from a place outside Australia is taken to be given 7 Business Days after posting.
- 56.3 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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## **57. Dispute Resolution**

- 57.1 Any dispute arising between a Member and the Club in relation to this constitution or otherwise, must be resolved in accordance with the procedure set out in this clause 57 before either party commences any other process for resolving the dispute, including the commencement of court action.
- 57.2 If a party believes that a dispute has arisen, it must serve a dispute notice on the other party, and:
- (a) the dispute notice must state that a dispute has arisen and identify in sufficient detail what the dispute is about;
  - (b) 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;
  - (c) 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 Queensland Law Society to appoint a mediator;
  - (d) once the mediator has accepted the appointment, the parties must comply with the mediator's instructions; and
  - (e) 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.
- 57.3 The mediator may fix the charges for the mediation which must be paid equally by the parties. The mediator acts as a mediator only and not as an arbitrator.
- 57.4 If the dispute is settled, all parties must sign a terms of settlement agreement and those terms are binding on the parties.
- 57.5 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.
- 57.6 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.
- 57.7 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.
- 57.8 This clause 57 does not prevent a person from commencing proceedings for urgent or interlocutory relief.

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## **58. Interpretation**

In this constitution, unless the context otherwise requires:

- (a) a word or phrase has the same meaning as it has in the Corporations Act unless the contrary intention appears;

- (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;
- (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;
- (h) A reference to dollars, "\$"; or other monies is a reference to the lawful currency of Australia;
- (i) the words "include" and "including" are not used as nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and
- (j) where a person has a discretion or power under this constitution, that discretion or power is absolute and unfettered, unless otherwise stated, but subject always to the restrictions in this constitution and the Corporations Act.

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## 59. Definitions and Interpretation

The following words have the following meaning, unless the contrary intention appears:

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

**AFL Gold Coast Club Support Member** means a person who has purchased an AFL membership and has nominated the Club as that person's club of support.

**Australian Football League** means the Australian Football competition conducted and administered by the AFL throughout Australia, and which includes:

- (a) the official football season (including any pre-season and final fixtures) conducted as part of that competition; and
- (b) other events and things connected with the official football season;

**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 Queensland;

**Cessation of Special Funding Date** means the date agreed in writing between the Club and the AFL as being the date that AFL will cease providing the Club with Special Funding;

**Chairman** means the person elected by the Directors to the office of Chairman of the Board in accordance with clause 33.1.

**Chief Executive Officer** means the person appointed by the Board pursuant to clause 41;

**Club** means the GCFC Limited ACN ;

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

**Deputy Chairman** means the person elected by the Directors to the office of Deputy Chairman of the Board in accordance with clause 33.2;

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

**Elected Directors** means those Directors that are appointed or to be appointed by Members other than the AFL pursuant to Part 4 (including Directors appointed by Formation Members pursuant to clause 23.2(b));

**Formation Member** has the meaning given to that term in clause 8.1(b);

**Home Ground** means the playing arena/s where the Club plays its home games in the Australian Football League, as determined in accordance with clause 4;

**Junior Member** has the meaning given to that term in clause 8.4(c);

**Licence Agreement** means:

- (a) licence agreement to be executed by the Club and the Australian Football League and dated; and
- (b) any subsequent variation to, or replacement of, the licence agreement referred to in (a);

**Licensed Operations** means all matters of and incidental to the fielding of a team by the Club in the Australian Football League pursuant to the Licence Agreement;

**Life Member** has the meaning given to that term in clause 8.4(a);

**Member** means:

- (a) the AFL up to the end of the first annual general meeting held after the Transition Date; and
- (b) in the case of all persons other than the AFL - a natural person who is a member of the Club in accordance with clause 8 of this constitution;

**Membership Application** means the application form approved by the Board from time to time for the specific purpose of becoming a Member of the Club or renewing an existing membership.

**Membership Fees** means the Membership Fees determined in accordance with this constitution, as payable by a Member in respect of each year they are or apply to become a Member of the Club (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-Paying Member** has the meaning given to that term in clause 8.4(e);

**Non-Voting Member** has the meaning given to that term in clause 8.4(d);

**Officer** has the meaning given to that term in Section 9 of the Corporations Act in relation to "officers of a corporation";

**Ordinary Member** has the meaning given to that term in clause 8.4(b);

**Patron Partner** means:

- (a) the Southport Sharks Australia Rules Football Club Limited ACN 010 452 936 (**Southport Sharks**) for so long as the patron partnership agreement between the Club and the Southport Sharks dated 29 August 2009 is in existence; and
- (b) if there is no patron partnership agreement between the Club and the Southport Sharks, any other organisation designated by the Club.

**QAFL** means the Australian Football competition run and operated by AFL Queensland Limited ACN 090 629 342;

**Register of Members** means the register required under clause 47, and which contains the details of all current and past Members of the Club and such other details as are required by clause 47;

**Returning Officer** means the person or organisation serving as Returning Officer of the Club in accordance with clause 45;

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

**Special Funding** means special funding or assistance provided to the Club by the AFL in its absolute discretion:

- (a) provided in each year from the commencement of the Licence Agreement; and
- (b) in addition to the Standard Distribution;

**Sponsors** means persons who are employed or nominated by, or otherwise representing, a promoter, sponsor or other similar financial (whether in cash or in kind) supporter of or contributor to the activities of the Club, the Licensed Operations or its Members;

**Standard Distribution** means any annual discretionary payment by the AFL:

- (a) to a club participating in the Australian Football League; and
- (b) of the AFL's operating surplus,

which the AFL may determine to distribute from time to time (but excluding always any additional payments, concessions or other allowances made by the AFL to specific clubs or the Club on account of their special financial circumstances or the disparate cost of living in specific locations (including the Gold Coast Region));

**Training and Administration Base** means the training and administrative base used by the Club in connection with the Licensed Operations;

**Transition** has the meaning given to that term in clause 8.2;

**Transition Date** has the meaning given to that term in clause 8.2.

**Transition KPIs** means the following key performance indicators:

- (a) the Club has recorded three consecutive years of net profit in years following the Cessation of Special Funding Date;
- (b) the Club owns net assets with a value of at least \$5 million; and
- (c) such other key performance indicators as agreed between the Club and the AFL within 2 years of the adoption of this Constitution;

**Transition Period** means the period from and including the Cessation of Special Funding Date to but excluding the Transition Date;

**VFL** means the Victorian Football League ACN 004 155 211;

**Vice President** has the meaning given to that term in clause 40; and

**Voting Member** means:

- (a) before the Transition Date, the AFL;
- (b) from the end of the first AGM after the Transition Date, a Member other than a Non-Voting Member.