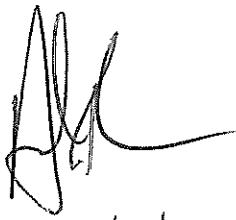




Constitution for the Sherwood Football Club Limited

A company limited by guarantee under the *Coprorations Act 2001* (Cth)


5/11/20

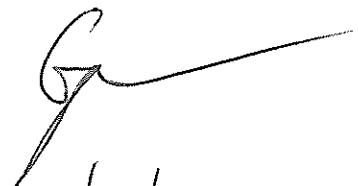

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CORPORATIONS ACT 2001 (CTH)

CONSTITUTION

of

SHERWOOD FOOTBALL CLUB LIMITED ACN 010 443 937

1. NAME

The name of the company is the Sherwood Football Club Limited ("**Company**").

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

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

AFL Queensland means the governing body for all AFL in Queensland

Annual General Meeting (AGM) means the annual general meeting of the Company held in accordance with **clause 22**.

Associate Members has the meaning given under **clause 5.1**.

Australian Football League (AFL) means the national body for Australian Rules football.

Board means the body consisting of the Directors.

Chief Executive Officer means the Chief Executive Officer of the Company (if any or by some other title) for the time being appointed under this Constitution. Where the Company does not have an Chief Executive Officer, the Company secretary will, subject to confirmation by the Board, assume the functions of the Chief Executive Officer under this Constitution.

Company means the Sherwood Football Club Limited.

Constitution means this Constitution of the Company.

Director means a member of the Board and includes any person acting in that capacity from time to time appointed in accordance with this Constitution but does not include the Chief Executive Officer.

Financial year (unless otherwise determined by the Board) means the year ending on the next 30 June following incorporation and thereafter a period of 12 months commencing on 1 July and ending on 30 June each year.

Full Member has the meaning given under **clause 5.1**.

General Meeting means the AGM or any SGM of the Company.

Governing Body means the Australian Football League and its Board of Directors delegated through AFL Queensland.

Honorary Member means an individual appointed as an Honorary Member of the Company under **clause 5.3**.

Incapacitated means unable to fulfil duties as required by this Constitution or the Act, including being able to:

- (a) understand the information relevant to the decisions that will have to be made in the role of Director;
- (b) retain that information to the extent necessary to make those decisions;
- (c) use or weigh that information as part of the decision making process; or
- (d) communicate the decisions in some way.

Intellectual Property means all rights subsisting in copyright, business names, names, trade marks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Company or any activity of or conducted, promoted or administered by the Company in Queensland.

Junior Member has the meaning given under **clause 5.1**.

League means the regional League to which the Company is affiliated under the auspices of AFL Queensland.

Life Member means an individual appointed as a Life Member of the Company under **clause 5.2**.

Member means a member for the time being of the Company under **clause 5**.

Objects means the objects of the Company in **clause 2**.

Player Member (Junior) has the meaning given under **clause 5.1**.

Player Member (Senior) has the meaning given under **clause 5.1**.

Register means a register of Members kept and maintained in accordance with **clause 6**.

Regulations mean any Regulations made by the Board under **clause 35**.

Seal means the common seal of the Company (if any).

Special Resolution means a special resolution defined in the Act.

Special General Meeting (SGM) means a special general meeting of the Company held under **clause 23**.

State Government Body means AFL Queensland which includes all affiliated Leagues, their clubs and their members in the State of Queensland.

2.2 Interpretation

In this Constitution:

- (a) a reference to a function includes a reference to a power, authority and duty;
- (b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
- (c) words importing the singular include the plural and vice versa;

- (d) words importing any gender include the other genders;
- (e) references to persons include corporations and bodies politic;
- (f) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- (h) a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

2.3 Severance

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable, the phrase or provision is to be read down if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution.

2.4 Application of the Act

- (a) Unless the contrary intention appears;
 - (i) an expression used in a clause that deals with a matter dealt with by a provision of the Corporations Act has the same meaning as in that provision; and
 - (ii) an expression in a clause that has a defined meaning for the purposes of the Corporations Act has the same meaning as in the Corporations Act.
- (b) The provisions of this Constitution displace each provision of a section or subsection of the Corporations Act that applies (or would apply but for this rule) to the Company.
- (c) The replaceable rules do not apply to the Company except those which operate as mandatory rules for public companies under the Corporations Act.

3. OBJECTS

3.1 Company Objects

The Company is established solely for the Objects. The Objects of the Company are to:

- (a) To promote, cultivate and foster the game of Australian Rules Football within Queensland.
- (b) To establish and maintain teams in the competitions conducted by AFL Queensland.
- (c) To educate, train, coach and encourage Members in all aspects of life, not just specifically football.
- (d) To promote good fellowship among those interested in Australian Rules football.

- (e) To provide a safe environment for all members to enjoy the game of Australian Rules Football.
- (f) To do all such things and acts conducive to the furtherance of the objects and interests of the Company;
- (g) At all times act on behalf of, and in the interest of, the Members;
- (h) To use and protect the Intellectual Property;
- (i) To apply the property and capacity of the Company towards the fulfilment and achievement of these Objects;
- (j) To undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

3.2 Colours and Emblem

- (a) The Company shall take as its emblem "The Magpies."
- (b) The colours of the Company shall be black and white and the uniform of the Company shall be in the design for the time being approved by the Board.
- (c) The Company's emblem and colours shall not be changed without a Special Resolution of the Members at a SGM called for that purpose.
- (d) Sponsor's emblems as approved by the Board may be worn.

4. POWERS

Solely for furthering the Objects, the Company has the legal capacity and powers of a company limited by guarantee as set out under section 124 of the Act.

5. MEMBERS

5.1 Categories of Members

The Members of the Company shall consist of:

(a) Full Member

Any person who:

- (i) is over the age of eighteen (18) years of age; and
- (ii) has paid such annual fees as determined by the Board.

Full Members have voting rights at General Meetings and AGMs.

(b) Junior Member

Any person who:

- (i) is under the age of eighteen (18) years of age; and
- (ii) has paid such annual fees as determined by the Board.

Junior Members have no right to participate in or vote at General Meetings and AGMs.

(c) **Player Member (Senior)**

Any person who:

- (i) is over the age of eighteen (18) years of age;
- (ii) is registered with the League to play Australian Rules Football; and
- (iii) has paid such annual fees as determined by the Board.

Player Members (Senior) have voting rights at General Meetings and AGMs.

(d) **Player Member (Junior)**

Any person who:

- (i) is under the age of eighteen (18) years of age;
- (ii) is registered with the League to play Australian Rules Football; and
- (iii) has paid such annual fees as determined by the Board.

Player Members (Junior) have no right to participate in or vote at General Meetings and AGMs.

(e) **Associate Members**

Any person who:

- (i) is over the age of eighteen (18) years of age;
- (ii) is a Parent or Guardian who has signed the playing registration form of their child;
- (iii) has paid such annual fees as determined by the Board.

Associate Members shall have full voting rights at Annual or Special General Meetings limited to one vote per family for each registered player.

(f) **Life Member.**

Any person granted life membership in accordance with **clause 5.2**. Life members have voting rights at General Meetings and Annual General Meetings but do not pay membership fees.

(g) **Honorary Member.**

Any person granted Honorary Membership in accordance with **clause 5.3**. Honorary members do not have voting rights.

(h) **Directors**

Directors who shall have the right to be present and debate at General meetings but shall have no right to vote at General Meetings.

(i) **Other**

Such new or other categories of Members as may be established by the Board. Any new category of Member established by the Board can not be granted voting rights without the approval of the Company in General Meeting.

5.2 Life Members

- (a) The Board may recommend to the AGM that any natural person who has rendered distinguished service to the Company or Australian Rules Football in Queensland, be appointed as a Life Member.
- (b) A resolution of the AGM to confer life membership (subject to **clause 5.2(c)**) on the recommendation of the Board must be a Special Resolution.
- (c) A person must accept or reject the Company's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member.

5.3 Honorary Membership

- (a) Honorary Membership may be granted to any individual upon the discretion and approval, by Special Resolution, of the Board.

5.4 Deemed Membership

- (a) All members which or who are, prior to the approval of this Constitution under the Act, members of the Company, shall be deemed Members from the time of approval of this Constitution under the Act.
- (b) Any persons prior to approval of this Constitution under the Act, who are not deemed Members under **clause 5.4(a)** shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

6. REGISTERS

6.1 Company to keep Register of Members

The Company shall keep and maintain a Register in which shall be entered (as a minimum):

- (a) the full name, address, category of membership and date of entry to membership of each Member; and
- (b) the full name, residential address and date of entry to membership of each Director and Life Member; and
- (c) where applicable, the date of termination of membership of any Member.

6.2 Inspection of Register

Having regard to the Act, confidentiality considerations and privacy laws, inspection of the Register will only be available as required by the Act and under **clause 29.2(b)**. If permitted, only an extract of the Register, excluding the address or other direct contact details of any Life Member or Director, shall be available for inspection (but not copying) by Members, upon reasonable request.

6.3 Use of Register

Subject to the Act, confidentiality considerations and privacy laws, the Register may be used solely to further the Objects, in such manner as the Board considers appropriate.

6.4 Other registers

The Company shall keep and maintain such other registers as may be required by the Act.

7. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) this Constitution constitutes a contract between each of them and the Company and that they are bound by this Constitution and the Regulations;
- (b) they shall comply with and observe this Constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Board or other entity with delegated authority;
- (c) the Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Australian Rules Football; and
- (d) neither membership of the Company, nor this Constitution, gives rise to:
 - (i) any proprietary right of Members in, to or over the Company or its property or assets;
 - (ii) any automatic right of a Member to renewal of its membership of the Company;
 - (iii) subject to the Act and the Company acting in good faith, any right to natural justice, unless expressly provided for in this Constitution;
- (e) they are entitled to all benefits, advantages, privileges and services of Company membership; and
- (f) a right, privilege or obligation of a person by reason of their membership of the Company:
 - (i) is not capable of being transferred or transmitted to another person; and
 - (ii) terminates upon the cessation of membership whether by death, resignation or otherwise.

8. DISCONTINUANCE OF MEMBERSHIP

8.1 Notice of Resignation

- (a) A Member having paid all arrears of fees payable to the Company may resign or withdraw from membership of the Company by giving one (1) months notice in writing to the Company of such resignation or withdrawal.
- (b) When the Company receives notice of resignation of membership given under **clauses 8.1(a)**, it must make an entry in the Register that records the date on which the Member who or which gave notice ceased to be a Member.

8.2 Discontinuance for breach

Notwithstanding anything in the Act or this Constitution:

- (a) membership of the Company may be discontinued by the Board upon breach of any clause of this Constitution or the Regulations, including but not limited to the

failure to pay any monies owed to the Company or failure to comply with the Regulations or any resolutions or determinations made or passed by the Board or any duly authorised committee;

- (b) membership shall not be discontinued by the Board under **clause 8.2(a)** without the Board first giving the accused Member an opportunity to explain the breach and/or remedy the breach; and
- (c) where a Member fails, in the Board's view to adequately explain the breach, that Member's membership shall be discontinued under **clause 8.2(a)** by the Board giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this **clause 8.2** as soon as practicable.

8.3 Member to Re-Apply

A Member whose membership has been discontinued under **clauses 8.2**:

- (a) must seek renewal and re-apply for membership in accordance with this Constitution; and
- (b) may be re-admitted at the discretion of the Board. There is no right of appeal where the Board refuses to re-admit a former Member under this clause.

8.4 Forfeiture of Rights

A Member, who or which, ceases to be a Member, for whatever reason, shall forfeit all rights in, and claims upon, the Company and its property and shall not use any property of the Company including Intellectual Property. Any Company documents, records or other property in the possession, custody or control of that Member shall be returned to the Company immediately.

8.5 Membership may be Reinstated

Membership which has been discontinued under this **clause 8** may be reinstated at the discretion of the Board, with such conditions as it deems appropriate.

8.6 Refund of Membership Fees

Membership fees or subscriptions paid by the discontinued Member may be refunded by the Board on a pro-rata basis to the Member upon discontinuance.

9. DISCIPLINE

- (a) Where the Board is advised or considers that a Member has allegedly:
 - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations, the AFL's constitution, regulations or rules, or any resolution or determination of the Board or any duly authorised committee; or
 - (ii) acted in a manner unbecoming of a Member, or prejudicial to the Objects and/or interests of the Company, the AFL and/or Australian Rules Football; or
 - (iii) brought the Company, the AFL, any other Member or Australian Rules Football into disrepute;

the Board may commence or cause to be commenced, disciplinary proceedings against that Member.

That Member, will be subject to, and submits unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Company set out in the Regulations or as otherwise determined by the Board.

- (b) The Board may appoint a judiciary committee to deal with any disciplinary matter referred to it. Such a judiciary committee shall operate in accordance with the procedures set out in in the Regulations or as otherwise determined by the Board.

10. SUBSCRIPTIONS AND FEES

- (a) The annual membership subscription (if any) and any fees or other levies payable by Members to the Company, the time for and manner of payment, shall be as determined by the Board.
- (b) The Board is empowered to prevent any Member who's annual subscription or any other fees are in arrears from exercising the whole or any of the rights or privileges of membership of the Company, including but not limited to the right to vote at General Meetings. There is no right to natural justice or any right of appeal where the Board exercises its power under this **clause 10(b)**.

11. POWERS OF THE BOARD

Subject to the Act and this Constitution, the business of the Company shall be managed, and the powers of the Company shall be exercised, by the Board.

12. COMPOSITION OF THE BOARD

12.1 Composition of the Board

The Board shall comprise up to:

- (a) twelve (12) elected Directors who must all be Members and who shall be elected under **clause 12.3**; and
- (b) three (3) appointed Directors who need not be Members and who may be appointed by the Directors elected under **clause 14**.

12.2 Election and Appointment of Directors

- (a) The elected Directors shall be elected under **clause 13**.
- (b) The appointed Directors may be appointed under **clause 14**.

12.3 Portfolios

The Board may allocate portfolios and/or titles to Directors. Subject to this Constitution and any properly passed resolution of the Board, the allocation of portfolios or titles does not effect the powers and duties of Directors.

13. ELECTED DIRECTORS

13.1 Nominations

Nominations for elected Director positions shall be called for twenty-one (21) days prior to the AGM. When calling for nominations details of the necessary qualifications and job descriptions for the positions shall also be provided. Qualifications and job descriptions may be determined by the Board from time to time.

13.2 Form of Nomination

Nominations must be:

- (a) in writing;
- (b) on the prescribed form (if any) provided for that purpose;
- (c) signed by two (2) Members;
- (d) certified by the nominee (who must be an Member) expressing their willingness to accept the position for which they are nominated; and
- (e) delivered to the Company not less than ten (10) days before the date fixed for the AGM.

13.3 Elections

- (a) If the number of nominations received for the Board is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Board, then those nominated may be declared elected only if approved by the majority of Members present and entitled to vote.
- (b) If there are insufficient nominations received to fill all vacancies on the Board, or if a person is not approved by the majority of Members under **clause 13.3(a)**, the positions will be deemed casual vacancies under **clause 15.1**.
- (c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order, for each vacancy on the Board.
- (d) Voting shall be conducted by secret ballot and otherwise in such manner and by such method as may be determined by the Board from time to time.

13.4 Term of Appointment for Elected Directors

- (a) Directors elected under this **clause 13** shall be elected for a term of two (2) years. Subject to provisions in this Constitution relating to earlier retirement or removal of Directors, elected Directors shall remain in office from the conclusion of the AGM at which the election occurred until the conclusion of the second AGM following.
- (b) Half the elected Directors shall retire in each even year and half the elected Directors shall retire in each odd year until, after two (2) years the ten (10) original

elected Directors have retired after which those elected Directors (or their replacements) who first retired, shall retire and so on.

- (c) The sequence of retirements under **clause 13.4(b)** to ensure rotational terms shall be determined by the Board. If the Board can not agree it will be determined by lot.

14. APPOINTED DIRECTORS

14.1 Appointment of Directors

The elected Directors may appoint up to three (3) appointed Directors.

14.2 Qualifications for Appointed Directors

The appointed Directors may have specific skills in commerce, finance, marketing, law or business generally or such other skills which complement the Board composition. They do not need to be Members but must be natural persons.

14.3 Term of Appointment for Appointed Directors

- (a) Appointed Directors may be appointed by the elected Directors under this Constitution for a term of two (2) years, which shall commence from the first Board meeting after the AGM until after the conclusion of the second AGM following.
- (b) Appointed Directors may be appointed to ensure rotational terms that coincide with the elected Directors' rotational terms.
- (c) Any adjustment to the term of appointed Directors appointed under this Constitution necessary to ensure rotational terms under this Constitution, shall be determined by the Board.

15. VACANCIES ON THE BOARD

15.1 Casual Vacancies

Any casual vacancy occurring in the position of Director may be filled by the remaining Directors from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the vacated Director's term under this Constitution.

15.2 Grounds for Termination of Director

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act, the office of a Director becomes vacant if the Director:

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with her creditors generally;
- (c) after reasonable consideration by the Board, is determined by the Board to have become Inscapacitated and the Board reasonably expects the Director will remain Incapacitated for a period exceeding 3 months, provided always that:
 - (i) the Director is first given the opportunity to make written or oral submissions to the Board before a determination is made; and
 - (ii) any determination made under this **clause 15.2** shall be made with the Directors acting reasonably; or

- (d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (e) resigns their office in writing to the Company;
- (f) is absent without the consent of the Board from meetings of the Board held during a period of six (6) months;
- (g) holds any office of employment with the Company;
- (h) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of her interest;
- (i) in the reasonable opinion of the Board (but subject always to this Constitution and the Act) has:
 - (i) acted in a manner unbecoming or prejudicial to the Objects and interests of the Company; or
 - (i) brought themselves or the Company into disrepute;
- (j) is otherwise removed under the Act; or
- (k) would otherwise be prohibited from being a director of a corporation under the Act.

15.3 Board May Act

If a casual vacancy or vacancies arises in the office of a Director or Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Board, they may act only for the purpose of increasing the number of Director to a number sufficient to constitute such a quorum.

16. MEETINGS OF THE BOARD

16.1 Board to Meet

The Board shall meet as often as is deemed necessary in every calendar year for the dispatch of business and subject to this Constitution may adjourn and otherwise regulate its meetings as it thinks fit. A Director may at any time convene a meeting of the Board within a reasonable time.

16.2 Decisions of Board

Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of Directors shall for all purposes be deemed a determination of the Board. All Directors shall have one (1) vote on any question. Where voting is equal, the chair may exercise a casting vote. If the chair does not exercise a casting vote, the motion will be lost.

16.3 Resolutions not in Meeting

- (a) A resolution in writing, signed or assented to by any form of visible or other electronic communication by all the Directors for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one (1) or more of the Directors.

- (b) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Board may be held where one (1) or more of the Directors is not physically present at the meeting, provided that:
- (i) all persons participating in the meeting are able to communicate with each other effectively simultaneously and instantaneously whether by means of telephone or other form of communication;
 - (ii) notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or this Constitution and such notice specifies that Directors are not required to be present in person;
 - (iii) if a failure in communications prevents **clause 18.3(b)(i)** from being satisfied by that number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this Rule to be held then the meeting shall be suspended until **clause 18.3(b)(i)** is satisfied again. If such condition is not satisfied within fifteen (15) minutes from the interruption the meeting shall be deemed to have terminated or adjourned; and
 - (iv) any meeting held where one (1) or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Director is there present and if no Director is there present the meeting shall be deemed to be held at the place where the chair of the meeting is located.

16.4 Quorum

At meetings of the Board the number of Directors whose presence is required to constitute a quorum is more than 50%. A quorum must remain present throughout the meeting.

16.5 Notice of Board Meetings

Unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than fourteen (14) days written notice of the meeting of the Board shall be given to each Director. The agenda shall be forwarded to each Director not less than four (4) days prior to such meeting.

16.6 Chair

The Board shall appoint a chair from amongst its number. The chair shall be the nominal head of the Company and will act as chair of any Board meeting or General Meeting at which they are present. If the chair is not present, or is unwilling or unable to preside at a board meeting the remaining Directors shall appoint another Director to preside as chair for that meeting only.

16.7 Directors' Interests

A Director is disqualified by holding any place of profit or position of employment in the Company or in any company or incorporated association in which the Company is a shareholder or otherwise interested or from contracting with the Company either as vendor, purchaser or otherwise except with express resolution of approval of the Board. Any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested will be void unless approved by the Board.

16.8 Conflict of Interest

A Director shall declare their interest in any:

- (a) contractual matter;
- (b) selection matter;
- (c) disciplinary matter;
- (d) financial matter; or
- (e) other matter;

in which a conflict of interest arises or may arise, and shall absent themselves from discussions of such matter and shall not be entitled to vote in respect of such matter. If the Director votes the vote shall not be counted. If there is any uncertainty as to whether it is necessary for a Director to absent themselves from discussions and refrain from voting, the issue should be immediately determined by vote of the Board, or if this is not possible, the matter shall be adjourned or deferred.

16.9 Disclosure of Interests

- (a) The nature of the interest of such Director must be declared by the Director at the meeting of the Board at which the relevant matter is first taken into consideration if the interest then exists or in any other case at the first meeting of the Board after the acquisition of the interest. If a Director becomes interested in a matter after it is made or entered into the declaration of the interest must be made at the first meeting of the Board held after the Director becomes so interested.
- (b) All disclosed interests must also be disclosed to each AGM.

16.10 General Disclosure

A general notice that a Director is a member of any specified firm or company and that they are interested in all transactions with that firm or company is sufficient declaration under **clause 16.9** as regards such Director and the said transactions. After such general notice it is not necessary for the Director to give a special notice relating to any particular transaction with that firm or company.

16.11 Recording Disclosures

Any declaration made, any disclosure or any general notice given by a Director in accordance with any of **clauses 16.8, 16.9** and/or **16.10** must be recorded in the minutes of the relevant meeting, any applicable register and the otherwise in accordance with the Act.

17. CHIEF EXECUTIVE OFFICER

17.1 Appointment of Chief Executive Officer

A Chief Executive Officer may be appointed by the Board for such term and on such conditions as the Board thinks fit.

17.2 Company Secretary

The Chief Executive Officer shall act as and carry out the duties of Company secretary and shall administer and manage the Company in accordance with the Act and this Constitution. If there is no Chief Executive Officer the Directors shall appoint another person as Company secretary in accordance with the Act. The Directors may also appoint another person as Company secretary in addition to the Chief Executive Officer.

17.3 Specific Duties

The Chief Executive Officer shall:

- (a) unless otherwise directed by the Board, as far as practicable attend all Board meetings and all General Meetings;
- (b) prepare the agenda for all Board and General Meetings;
- (c) record and prepare minutes of the proceedings of all Board meetings and General meetings, and shall use their best endeavours to distribute minutes of General Meetings to Members promptly from the date of the meeting; and
- (d) regularly report on the activities of, and issues relating to, the Company.

17.4 Board Power to Manage

Subject to the Act, this Constitution, the Regulations and any policy directive of the Board, the Chief Executive Officer has power to perform all such things as appear necessary or desirable for the proper management and administration of the Company. No resolution passed by the Company in General Meeting shall invalidate any prior act of the Chief Executive Officer or the Board which would have been valid if that resolution had not been passed.

17.5 Chief Executive Officer may employ

The Chief Executive Officer may in consultation with the Board, as appropriate, employ such personnel as are deemed necessary or appropriate from time to time and such appointments shall be for such period and on such conditions as the Chief Executive Officer determines.

18. DELEGATIONS

18.1 Board may Delegate Functions

The Board may by instrument in writing create or establish or appoint special committees, individual officers and consultants to carry out specific duties and functions. The Board will determine what powers these committees are given. In exercising its power under this clause the Board should take into account broad stakeholder involvement and where possible gender diversity.

18.2 Delegation by Instrument

In the establishing instrument, the Board may delegate such functions as are specified in the instrument, other than:

- (a) this power of delegation; and
- (b) a function imposed on the Board or the Chief Executive Officer by the Act or any other law, or this Constitution.

18.3 Delegated Function Exercised in Accordance With Terms

A function, the exercise of which has been delegated under this clause, may whilst the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation.

18.4 Procedure of Delegated Entity

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under **clause 16** above. The entity exercising delegated powers shall make decisions in accordance with the Objects, and shall promptly provide the Board with details of all material decisions. The entity shall also provide any other reports, minutes and information as required by the Board from time to time.

18.5 Delegation may be Conditional

A delegation under this clause may be made subject to such conditions or limitations as to the exercise of any function or at the time or circumstances as may be specified in the delegation.

18.6 Revocation of Delegation

The Board may by resolution and/or instrument in writing, at any time revoke wholly or in part any delegation made under this clause. The Board may also amend or repeal any decision made by such body or person under this **clause 20**.

19. SEAL

- (a) The Company may have a Seal upon which its corporate name shall appear in legible characters.
- (b) The Seal shall not be used without the express authorisation of the Board, and every use of the Seal shall be recorded in the Company's minute book. Two (2) Directors must witness every use of the Seal, unless the Board determines otherwise.

20. ANNUAL GENERAL MEETING

- (a) An AGM shall be held in accordance with the Act and this Constitution and on a date and at a venue to be determined by the Board.
- (b) All General Meetings other than the AGM shall be SGMs and shall be held in accordance with this Constitution.

21. SPECIAL GENERAL MEETINGS

21.1 SGMs May be Held

The Board may, whenever it thinks fit, convene a SGM.

21.2 Requisition of SGMs

- (a) The Chief Executive Officer shall on the requisition in writing of not less than five percent (5%) of voting Members convene a SGM.
- (b) The requisition for a SGM shall state the object(s) of the meeting, shall be signed by the Members making the requisition and be sent to the Company. The requisition may consist of several documents in a like form, each signed by one (1) or more of the Members making the requisitions.
- (c) If the Chief Executive Officer does not cause a SGM to be held within one (1) month after the date on which the requisition is sent to the Company, the Members making the requisition, or any of them, may convene a SGM to be held not later than three (3) months after that date.

- (d) A SGM convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board.

22. NOTICE OF GENERAL MEETING

- (a) Notice of every General Meeting shall be given to every Member entitled to receive notice at the address appearing in the Register kept by the Company. The auditor, Chief Executive Officer and Directors shall also be entitled to notice of every General Meeting, which shall be sent to their last notified address. No other person shall be entitled as of right to receive notices of General Meetings.
- (b) A notice of a General Meeting shall specify the place and day and hour of meeting and shall state the business to be transacted at the meeting.
- (c) At least twenty-one (21) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
 - (i) the agenda for the meeting;
 - (ii) any notice of motion received from Members entitled to vote; and
 - (iii) forms of authority in blank for proxy votes.
- (d) Notice of every General Meeting shall be given in the manner authorised in **clause 37**.

23. BUSINESS

- (a) The business to be transacted at the AGM includes the consideration of accounts and the reports of the Board and auditors, the election of Directors under this Constitution and subject to the requirements of the Act, the appointment of the auditors.
- (b) All business that is transacted at a General Meeting and all business that is transacted at an AGM, with the exception of those matters set down in **clause 23(a)** shall be special business.
- (c) No business other than that stated on the notice for a General Meeting shall be transacted at that meeting.

24. NOTICES OF MOTION

Members entitled to vote may submit notices of motion for inclusion as special business at a General Meeting. All notices of motion must be submitted in writing to the Chief Executive Officer not less than fourteen (14) days (excluding receiving date and meeting date) prior to the General Meeting.

25. PROCEEDINGS AT GENERAL MEETINGS

25.1 Quorum

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings shall be fifteen (15) eligible voting Members or 30% of the eligible voting Members, whichever is the lesser.

25.2 Chair to preside

The chair of the Board shall, subject to this Constitution, preside as chair at every General Meeting except:

- (a) in relation to any election for which the chair is a nominee; or
- (b) where a conflict of interest exists.

If the chair is not present, or is unwilling or unable to preside the Members present shall appoint another Director to preside as chair for that meeting only.

25.3 Adjournment of Meeting

- (a) If within half an hour from the time appointed for the meeting, a quorum is not present the meeting shall be adjourned until the same day in the next week at the same time and place or to such other day and at such other time and place as the chair may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.
- (b) The chair may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in **clause 25.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

25.4 Voting Procedure

At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

- (a) the chair; or
- (b) a simple majority of Members.

25.5 Recording of Determinations

Unless a poll is demanded under **clause 25.4**, a declaration by the chair that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

25.6 Where Poll Demanded

If a poll is duly demanded under **clause 25.4** it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chair directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

25.7 Procedural irregularities

- (a) No decision of the Company, the Board or any Board authorised entity shall be invalid merely because of a failure to give proper notice under this Constitution or the Regulations or other irregularity in procedure required by this Constitution or the Regulations unless a person suffers substantial prejudice as a result of that failure to give proper notice or irregularity in procedure.
- (b) The Company, the Board or other Board authorised entity may confirm an earlier decision which may have been otherwise invalid because of a failure to give proper notice or other irregularity in procedure and the decision shall be deemed to be valid from the time it was originally made.

26. VOTING AT GENERAL MEETINGS

26.1 Members Entitled to Vote

Members entitled to vote are defined under **clause 5.1**. No other Member shall be entitled to vote but shall subject to this Constitution have, and be entitled to exercise, those rights set out in **clause 5.1**.

26.2 Chair May Exercise Casting Vote

Where voting at General Meetings is equal the chair may exercise a casting vote. If the chair does not exercise a casting vote the motion will be lost.

26.3 Postal or Electronic Voting

No motion shall be determined by a postal or electronic ballot unless determined by the Board. If the Board so determines, the postal or electronic ballot shall be conducted under procedures determined by the Board from time to time.

27. PROXY VOTING

- (a) Proxy voting shall be permitted at all General Meetings provided a proxy form in the form approved by the Board from time to time, has been duly completed and executed and is lodged with the Company at or before the commencement of the meeting. Proxies shall only be exercised by Members entitled to vote.
- (b) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. A Member shall be entitled to instruct their proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may exercise the proxy vote as they think fit.

28. GRIEVANCE PROCEDURE

- (a) The grievance procedure set out in this clause applies to disputes arising under this Constitution between a Member and:
 - (i) another Member; or
 - (ii) the Company.
- (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all parties.
- (c) The Board may prescribe additional grievance procedures in Regulations consistent with this **clause 28**.

- (d) If the dispute is not resolved the Board may take whatever steps it considers appropriate in regard to the dispute in the best interests of the Company and the Members concerned.

29. RECORDS AND ACCOUNTS

29.1 Records

The Company shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Company and the Board and shall produce these as appropriate at each Board or General Meeting.

29.2 Records Kept in Accordance with Act

- (a) Proper accounting and other records of the Company including books, minutes, documents and securities shall be kept in accordance with the Act and otherwise shall be kept in the care and control of the Chief Executive Officer.
- (b) Subject to the Act, the Board may determine whether and to what extent, and at what times and places and under what conditions, the financial records, accounts, books, securities or other relevant documents of the Company will be open for inspection by the Members. In making a determination under this clause the Board may take into account any relevant privacy or confidentiality matter(s).

29.3 Company to Retain Records

The Company shall retain such records for seven (7) years after the completion of the transactions or operations to which they relate.

29.4 Board to Submit Accounts

The Board shall submit to the Members at the AGM the statements of account of the Company in accordance with this Constitution and the Act.

29.5 Accounts Conclusive

The statements of account when submitted to an AGM shall be conclusive except as regards any error discovered in them within three months (3) after the AGM.

29.6 Accounts to be available to Members

The Chief Executive Officer shall ensure all persons entitled to receive notice of AGMs under this Constitution, receive or have access to a copy of the statements of account, the Board's report, the auditor's report and every other document required under the Act (if any).

29.7 Negotiable Instruments

All cheques, promissory notes, bankers' drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two (2) duly authorised Directors or in such other manner as the Board determines.

30. AUDITOR

- (a) A properly qualified auditor or auditors shall be appointed by the Company in General Meeting in accordance with the Act. The auditor's duties shall be regulated in accordance with the Act and generally accepted principles, and/or any applicable code of conduct.

- (b) The accounts of the Company shall be examined and the correctness of the profit and loss accounts and balance sheets reviewed by an auditor or auditors at the conclusion of each Financial Year.

31. INCOME

- (a) Income and property of the Company shall be:
 - (i) derived from such sources; and
 - (ii) managed in such maner;as the Board determines from time to time subject always to the Act and this Constitution.
- (b) The income and property of the Company shall be applied solely towards the promotion of the Objects.
- (c) Except as prescribed in this Constitution or the Act:
 - (i) no portion of the income or property of the Company shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member or Director; and
 - (ii) no remuneration or other benefit in money or money's worth shall be paid or given by the Company to any Member who holds any office of the Company.
- (d) Nothing in **clauses 31(b)** or **31(c)** shall prevent payment in good faith of or to any Member for:
 - (i) any services actually rendered to the Company whether as an employee, Director or otherwise;
 - (ii) goods supplied to the Company in the ordinary and usual course of operation;
 - (iii) interest on money borrowed from any Member;
 - (iv) rent for premises demised or let by any Member to the Company;
 - (v) any out-of-pocket expenses incurred by the Member on behalf of the Company;

provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

32. WINDING UP

- (a) Subject to this Constitution the Company may be wound up or cancelled in accordance with the Act.
- (b) The liability of the Members of the Company is limited.
- (c) Every Member undertakes to contribute to the assets of the Company if it is wound up while a Member, or within one (1) year after ceasing to be a Member, for payment of the debts and liabilities of the Company contracted before the time at

which it ceases to be a Member and the costs, charges and expenses of winding up the Company, such an amount not exceeding one dollar (\$1.00).

33. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or cancellation of the Company there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members. Instead, the assets or property shall be given or transferred to another organisation(s) that has objects similar to the Objects. Such organisation(s) must prohibit the distribution of its or their income and property among its members to an extent at least as great as is imposed on the Company by this Constitution. Such organisation(s) will be determined by the Members in General Meeting at or before the time of winding up or cancellation. If this does not occur, the decision is to be made by such judge of the Supreme Court of Queensland or other Court as may have or acquire jurisdiction in the matter.

34. ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution.

35. REGULATIONS

35.1 Board to Formulate Regulations

The Board may formulate, issue, adopt, interpret and amend such Regulations for the proper advancement, management and administration of the Company, the advancement of the Objects and Australian Rules Football in Queensland. Such Regulations must be consistent with the Constitution, the AFL constitution, any regulations made by AFL and any policy directives of the Board.

35.2 Regulations Binding

All Regulations are binding on the Company and all Members.

35.3 Regulations Deemed Applicable

All clauses, rules, by-laws and regulations of the Company (by whatever name) in force at the date of the approval of this Constitution insofar as such clauses, rules, by-laws and regulations are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be Regulations and shall continue to apply and be in operation.

35.4 Changes Binding on Members

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by such means as are determined and approved by the Board from time to time and prepared and issued by the Chief Executive Officer. All changes are binding on all Members.

36. STATUS AND COMPLIANCE OF COMPANY

36.1 Compliance of Company

The Members acknowledge and agree the Company shall:

- (a) be or remain incorporated in Queensland;
- (b) apply its property and capacity solely in pursuit of the Objects;
- (c) do all that is reasonably necessary to enable the Objects to be achieved;

- (d) act in good faith and loyalty to ensure the maintenance and enhancement of Australian Rules Football, its standards, quality and reputation for the benefit of the Members and Australian Rules Football;
- (e) at all times act in the interests of the Members and Australian Rules Football; and
- (f) not resign, disaffiliate or otherwise seek to withdraw from AFL without approval by Special Resolution.

36.2 Operation of Constitution

The Company and the Members acknowledge and agree:

- (a) that they are bound by this Constitution and that this Constitution operates to create uniformity in the way in which the Objects are to be conducted, promoted, encouraged, advanced and administered; and
- (b) to ensure the maintenance and enhancement of Australian Rules Football, its standards, quality and reputation for the benefit of the Members;
- (c) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of Australian Rules Football and its maintenance and enhancement;
- (d) to promote the economic and community service success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects; and
- (e) to act in the interests of Australian Rules Football and the Members.

37. NOTICE

- (a) Notices may be given by the Company to any person entitled under this Constitution to receive any notice by sending the notice by:
 - (i) pre-paid post; or
 - (ii) facsimile transmission; or
 - (iii) electronic mail;
 - (iv) to the Member's registered address or facsimile number or electronic mail address; or
 - (v) prominently posting the notice on the Company's website.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three (3) days after posting.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- (d) Where a notice is sent by electronic mail or by posting the notice on the Company's website, service of the notice shall be deemed to be effected the next business day after it was sent or posted.

38. PATRONS AND VICE PATRONS

The Company at its AGM may appoint annually on the recommendation of the Board a chief Patron and such number of Patrons as it considers necessary, subject to approval of that person or persons.

39. INDEMNITY

- (a) Every Director, officer and employee of the Company shall be indemnified out of the property and assets of the Company against any liability incurred by them in their capacity as Director, officer or employee in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is granted by the Court.
- (b) The Company shall indemnify its Directors, officers and employees against all damages and losses (including legal costs) for which any such Director, officer or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:
 - (ii) in the case of a Director or officer, performed or made whilst acting on behalf of and with the authority, express or implied of the Company; and
 - (iii) in the case of an employee, performed or made in the course of, and within the scope of their employment by the Company.