



CONSTITUTION

VICTORIAN AMATEUR FOOTBALL ASSOCIATION

ACN 004 811 054

ABN 81 004 811 054

Date: 12 December 2022

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1. NAME OF THE COMPANY

The name of the Company is the Victorian Amateur Football Association (**VAFA**).

2. DEFINITIONS AND INTERPRETATIONS

2.1 *Definitions*

In this Constitution unless the context requires otherwise:

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

AGM or **Annual General Meeting** means the annual General Meeting of VAFA required to be held under the Act.

Amateur means a person who does not receive or agree to receive, either directly or indirectly, any remuneration or reward whatsoever (whether by match payments or expenses or otherwise) in respect to their participation as a player, in VAFA's competitions. In this definition:

- **receive or agree to receive** means remuneration or reward may not be offered in an immediate sense or at some point in the future at an unspecified time;
- **directly or indirectly** means remuneration or reward may not be offered to the individual player or any person associated with that individual; and
- **remuneration or reward** means such benefit or other consideration as are determined by VAFA from time to time and set out in the Rules or By-Laws.

Notwithstanding anything else in this Constitution, the Board may vary the interpretation of this definition as required from time to time.

Appointed Director means a Director appointed under **clause 15**.

Australian Rules football means the sport of Australian Rules football, as recognised by the Australian Football League from time to time.

Board means all or some of the Directors of VAFA acting as a board.

By-Law means any by-law or policy made by the Board.

CEO means a person appointed as chief executive officer of VAFA under **clause 20**.

Club means:

- (a) an Amateur Australian Rules football club admitted as a Member to VAFA as per **clause 5.4**; or
- (b) the Victorian Amateur Football Association Umpires Association; or
- (c) the VAFA Life Members Association.

Committee means a committee established by the Board under **clause 22.1**.

Constitution means this Constitution as amended from time to time, and a reference to a particular clause is a reference to a clause of this Constitution.

Delegate means a person (other than a proxy) appointed to represent a Voting Member at a General Meeting of VAFA.

Director means a director of VAFA and includes Elected Directors and Appointed Directors.

Elected Director means a Director of VAFA elected under **clause 14**.

Financial Year means the year commencing 1 November and ending 31 October in the following calendar year.

General Meeting means a general meeting of Members.

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 VAFA or any activity of or conducted, promoted or administered by VAFA.

Life Member means a Member admitted to VAFA under **clause 5.3**.

Member means a member of VAFA under **clause 5**.

Objects mean the objects of VAFA in **clause 3.1**.

Officer has the same meaning as “officer” of a corporation (other than a CCIV) under section 9 of the Act.

Official Position means, in connection with any Voting Member, a person who:

- (a) is an employee, or holds a position, whether elected or appointed, as president, vice president, chairperson, deputy chairperson, secretary, public officer, treasurer, director or equivalent, of that Voting Member or a body corporate or organisation which is owned or controlled by, or has, directly or indirectly, a material ownership or financial interest in that Voting Member; or
- (b) has, directly or indirectly, a material ownership or financial interest in that Voting Member; or
- (c) is or holds the position of coach or any equivalent position, whether as an employee or volunteer, of a team of a Voting Member.

President means the person elected under **clause 18.6**.

Registration means registration or affiliation of a Member, such registration being in the form of a signed application form. **Registered** has a corresponding meaning.

Rule means a rule made under **clause 23**.

Secretary means a person appointed as Company secretary under **clause 21**.

Special General Meeting means a General Meeting other than an AGM.

Special Resolution means a resolution:

- (a) proper notice of which has been given and which notice sets out the intention to propose the special resolution and states the special resolution; and
- (b) that has been passed by at least seventy-five percent (75%) of the votes cast by Voting Members present and entitled to vote on the resolution.

Telecommunications Meeting means a meeting held by telephone, video, any other technology (or any combination of these technologies), which permits each Director at a meeting of Directors or each Voting Member at a meeting of members to communicate with any other participant.

Voting Member means those Members of VAFA entitled to vote in General Meeting as set out under **clause 5.1**, including Clubs.

2.2 *Interpretation*

In this Constitution unless the context requires otherwise:

- (a) **(presence of a Member)** a reference to a Member present at a General Meeting means the Member is present by their appointed Delegate or by proxy;
- (b) **(document)** a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;
- (c) **(gender)** words importing any gender include all other genders;
- (d) **(person)** the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
- (e) **(successors)** a reference to an organisation includes a reference to its successors;
- (f) **(singular includes plural)** the singular includes the plural and vice versa;
- (g) **(instruments)** a reference to a law includes regulations and instruments made under it;
- (h) **(amendments to legislation)** a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a State or Territory or the Commonwealth or otherwise;
- (i) **(include)** the words 'include', 'includes', 'including' and 'for example' are not to be interpreted as words of limitation;
- (j) **(signed)** where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Territory or Commonwealth law relating to electronic transmissions or in any other manner approved by the Board;

- (k) (**writing**) writing and written includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise; and
- (l) (**headings**) headings are inserted for convenience and do not affect the interpretation of this Constitution.

2.3 ***The Act***

- (a) In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act.
- (b) The provisions of the Act that apply as replaceable rules are displaced by this Constitution and do not apply to VAFA.

3. **OBJECTS**

3.1 ***Objects***

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

- (a) conduct, encourage, promote, advance, administer, control and manage Amateur Australian Rules football in Victoria and elsewhere;
- (b) arrange, control and manage Australian Rules football matches and competitions between the Clubs and against teams representing other Australian Rules football associations or leagues;
- (c) adopt, formulate, issue, interpret and amend such Rules and By-Laws for the control and conduct of Amateur Australian Rules football in Victoria in keeping with the terms of this Constitution, as amended from time to time;
- (d) encourage the provision and development of appropriate facilities for participation in Amateur Australian Rules football;
- (e) maintain and enhance standards, quality and reputation of Australian Rules football for the collective and mutual benefit and interests of Members and Amateur Australian Rules football;
- (f) use and promote the Intellectual Property;
- (g) promote Amateur Australian Rules football for commercial, government and public recognition and benefits;
- (h) select, prepare and enter Victorian Amateur Australian Rules football teams in competitions;
- (i) promote, control, manage and conduct Amateur Australian Rules football events, leagues, competitions and championships;
- (j) promote and maintain a headquarters for VAFA;

- (k) to promote the wellbeing of Members, Clubs, Officials and Players;
- (l) have regard to the public interest in its operations;
- (m) encourage and promote widespread participation in Amateur Australian Rules football to enhance opportunities for every participant to reach levels appropriate to their ability and aspiration; and
- (n) undertake other actions or activities necessary, incidental or conducive to advance these Objects.

3.2 ***Powers***

Solely for furthering the Objects, VAFA, in addition to any other powers it has under the Act, has the legal capacity and powers of a company limited by guarantee as set out under section 124 of the Act.

4. **INCOME AND PROPERTY OF VAFA**

4.1 ***Sole Purpose***

The income and property of VAFA will be applied only towards the promotion of the Objects.

4.2 ***Payments to Members***

No income or property will be paid or transferred directly or indirectly to any Director or Member except for payments to a Member:

- (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to VAFA; or
- (b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent; or
- (c) of reasonable rent for premises let by them to VAFA.

5. **MEMBERSHIP**

5.1 ***Categories of Members***

Members of VAFA shall fall into one of the following categories:

- (a) Clubs, which subject to this Constitution, shall be represented by their appointed, authorised Delegates who shall have the right to receive notice of and attend, debate and vote at General Meetings for and on behalf of the Clubs. For the avoidance of doubt, each Club is only entitled to be represented by one (1) Delegate;
- (b) Life Members, who subject to this Constitution, shall have the right to receive notice of and attend and debate but not vote at General Meetings; and
- (c) such new or other categories of Members as may be admitted as Members by ordinary resolution of VAFA in General Meeting.

5.2 ***Admission to membership***

A person will become a Member, and the Board will direct the CEO to record their name in the register of Members kept by VAFA, only upon:

- (a) the person meeting, in the opinion of the Board, the criteria applicable to the relevant category of membership set out in this Constitution and/or the Rules; and
- (b) the person signing an application form by which they undertake to:
 - (i) be bound by this Constitution and the Rules (including any Rules specific to the relevant category of membership);
 - (ii) pay the fees and subscriptions determined to apply to the relevant membership category under **clause 9**; and
 - (iii) support VAFA in the encouragement and promotion of the Objects; and
- (c) the Members approving the person's application for membership by ordinary resolution at a General Meeting.

5.3 ***Life Members***

- (a) Life Membership is the highest honour which can be bestowed by VAFA for longstanding and valued service to one or both Amateur Australian Rules football in Victoria and VAFA.
- (b) For the purposes of Life Membership, "service" means:
 - (i) holding a position as a director, or on a committee or sub-committee of VAFA; or
 - (ii) serving in any capacity in support of the roles set out in **clause 5.3(b)(i)**; or
 - (iii) serving in or on some other body of VAFA (including but not limited to an independent tribunal);

for a period of not less than nine (9) years.
- (c) Any two (2) Members may forward a nominee for Life Membership to the CEO for consideration. Any such proposal must be received by the CEO by 1 August in each year.
- (d) Nominations for Life Membership shall include a written report outlining the history of services of any nominee, together with comments on the suitability of the honour.
- (e) On receipt of a nomination for Life Membership, or on its own motion, the Board shall consider the nomination and make recommendations as to suitable nominees for Life Membership.
- (f) A nominee for Life Membership may be elected as a Life Member by ordinary resolution at an AGM.

- (g) The Board may, in its absolute discretion, revoke Life Membership after following a procedurally fair process.

5.4 **Clubs**

- (a) Subject to **clause 5.2** and **5.4(b)**, at the time of adoption of this Constitution, the Clubs of VAFA shall be those incorporated entities recognised by VAFA as Clubs.
- (b) Where a Club is not incorporated but otherwise meets the criteria for membership the Board may recognise that entity as a Club. Save for the VAFA Life Members Association, where the Board recognises an unincorporated entity as a Club under this clause that entity must incorporate within twelve (12) months of recognition, otherwise its membership lapses.
- (c) Clubs will:
 - (i) renew their membership with VAFA annually in accordance with the procedures determined by the Board from time to time;
 - (ii) have objects that are consistent with the Objects and do all that is reasonably necessary to enable the Objects to be achieved;
 - (iii) effectively promulgate and enforce this Constitution;
 - (iv) at all times act for and on behalf of the interests of VAFA, the Members and Amateur Australian Rules football;
 - (v) be responsible and accountable to VAFA for fulfilling its respective obligations under VAFA's strategic plan as revised from time to time;
 - (vi) hold their annual general meeting by such date as is prescribed by VAFA from time to time;
 - (vii) provide VAFA with copies of its audited accounts, annual report and associated documents within 14 days following its annual general meeting;
 - (viii) provide VAFA with information that supports the sustainability of the Club and its teams within fourteen (14) days of request by the Board;
 - (ix) be bound by this Constitution;
 - (x) act in good faith and loyalty to maintain and enhance VAFA and Australian Rules football, its standards, quality and reputation for the collective and mutual benefit of the Members and Australian Rules football;
 - (xi) operate with, and promote, mutual trust and confidence between VAFA and the Members, promoting the economic and sporting success, strength and stability of each other and work cooperatively with each other in the pursuit of the Objects;

- (xii) not 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 development.
- (d) Each Club must:
 - (i) advise VAFA as soon as practicable of any serious administrative, governance, operational or financial difficulties the Club is having;
 - (ii) assist VAFA in investigating those issues; and
 - (iii) cooperate with VAFA in addressing those issues in such manner as may be agreed between VAFA and the Club.

VAFA is not obliged to act under this clause.

5.5 ***Club Constitution***

- (a) Each Club shall use all reasonable endeavours to ensure its constitution (and any amendments) is registered with Consumer Affairs Victoria or the Australia Securities & Investments Commission as applicable, and is not contrary to or inconsistent with this Constitution.
- (b) If VAFA acting reasonably, considers a Club's constitution is contrary to or inconsistent with this Constitution, VAFA shall advise the Club and the Club shall take reasonable steps to resolve the inconsistency.
- (c) For the avoidance of doubt, if any inconsistency remains between the Club constitution and this Constitution, this Constitution shall prevail to the extent of that inconsistency.
- (d) Each Club acknowledges that the Board may develop and implement By-Laws which may set out:
 - (i) membership criteria (of VAFA) to be met by the Club; and
 - (ii) privileges and benefits of Club membership.

5.6 ***General***

- (a) VAFA must keep and maintain a register of all Members in which shall be entered such information as is required under the Act from time to time.
- (b) No Member whose membership ceases has any claim against VAFA or the Board for damages or otherwise arising from cessation or termination of membership.
- (c) A right, privilege or obligation of a Member by reason of their membership of VAFA is not capable of being transferred or transmitted to another Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.
- (d) Members must treat all staff, contractors and volunteers of VAFA and all other Members with respect and courtesy at all times.

- (e) Members and all persons who come within the jurisdiction of VAFA or a Club must not act in a manner unbecoming of a Member or prejudicial to the Objects and/or interests of VAFA or Australian Rules football.

5.7 ***Limited Liability***

Members have no liability except as set out in **clause 29**.

5.8 ***Effect of Membership***

- (a) Members acknowledge and agree that:
 - (i) this Constitution constitutes a contract between each of them and VAFA and that they are bound by this Constitution, Rules and By-Laws;
 - (ii) they shall comply with and observe this Constitution, Rules and By-Laws and any determination, resolution or policy which may be made or passed by the Board or any duly authorised Committee;
 - (iii) by submitting to this Constitution, Rules and By-Laws they are subject to the jurisdiction of VAFA;
 - (iv) this Constitution is made in pursuit of a common purpose, namely the mutual and collective benefit of VAFA, the Members and Australian Rules football;
 - (v) neither membership nor this Constitution gives rise to any proprietary right of a Member in, to or over VAFA or its property or assets;
 - (vi) this Constitution, Rules and By-Laws are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Australian Rules football; and
 - (vii) they are entitled to all benefits, advantages, privileges and services of VAFA membership.

6. **CESSATION OF MEMBERSHIP**

6.1 ***Cessation***

A person ceases to be a Member on:

- (a) resignation;
- (b) death if a natural person;
- (c) the failure to renew, or the termination of their Membership, according to this Constitution or the Rules;
- (d) if a body corporate, being dissolved or otherwise ceasing to exist; or
- (e) that Member no longer meeting the requirements for Membership according to this Constitution and/or the Rules.

6.2 ***Resignation***

For the purposes of **clause 6.1(a)**, a Member may resign as a member of VAFA by giving sixty (60) days' written notice to the Board. Where a Club seeks to resign as a Member of VAFA the written notice must be accompanied by a copy of the Special Resolution passed by the Voting Member's members resolving that the Voting Member resign from VAFA.

6.3 ***Forfeiture of Rights***

A Member who or which ceases to be a Member shall forfeit all rights in, and claims upon, VAFA or the Board, for damages or otherwise, or claim upon its property including the Intellectual Property.

7. **DISCIPLINE OF MEMBERS**

7.1 ***Establishing a Disciplinary Committee***

Where the Board is advised of an allegation (not being vexatious, trifling or frivolous) or considers that a Member or a person who comes within the jurisdiction of VAFA or a Club has allegedly:

- (a) breached, failed, refused or neglected to comply with a provision of this Constitution, the Rules, By-Laws or any resolution or determination of the Board or any duly authorised Committee; or
- (b) acted in a manner unbecoming of a Member or prejudicial to the Objects and the interests of VAFA and/or Australian Rules football, or another Member; or
- (c) brought themselves, another Member, VAFA or Australian Rules football into disrepute,

the Board may by resolution and in accordance with **clause 22.1**, establish a disciplinary Committee to convene to hear a matter against any Member and to determine what action, if any, to take against that Member (**Disciplinary Hearing**), and that Member, will be subject to, and submits unreservedly to the jurisdiction, disciplinary procedures and penalties and the appeal mechanisms (if any) (i) in this Constitution or (ii) as otherwise determined by the Board.

7.2 ***Provisional Suspension***

- (a) The Board may by resolution provisionally suspend the Member subject to the Disciplinary Hearing until such time as the disciplinary Committee makes a finding.
- (b) A disciplinary Committee may lift a provisional suspension prior to making a finding at the Disciplinary Hearing.

7.3 ***Disciplinary Committee Members***

The members of the disciplinary Committee:

- (a) may be Members or anyone else; but
- (b) must not be biased against, or in favour of, the Member concerned.

7.4 ***Disciplinary By-Laws***

The Board may make such By-Laws as it deems necessary to regulate the conduct of disciplinary proceedings under this clause as it deems appropriate.

8. **GRIEVANCE PROCEDURE**

The Board may prescribe in By-Laws, such grievance procedures as it considers necessary to promote or advance the Objects.

9. **FEES AND SUBSCRIPTIONS**

9.1 ***Fees payable by Members***

- (a) The Board, may annually make a recommendation on:
 - (i) the amount (if any) payable by an applicant for membership;
 - (ii) the amount of the annual membership fee payable by each Member, or any category of Members;
 - (iii) the amount to be paid by each player for their VAFA registration fee;
 - (iv) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and
 - (v) the payment method and due date for payment.
- (b) The Board shall propose an ordinary resolution at General Meeting which reflects its recommendation under **clause 9.1(a)** and Members shall vote on whether to accept the recommendation (with or without amendment).
- (c) Each Member must pay to VAFA the amounts payable by them as determined under this **clause 9** in accordance with **clause 9.1(a)(v)**.

9.2 ***Non-Payment of Fees***

Subject to **clause 9.3**, the right of a Member to attend and vote at a General Meeting is suspended whilst the payment of any subscription or other amount determined under **clause 9** is in arrears greater than 90 days.

9.3 ***Deferral or reduction of subscriptions***

- (a) The Board may defer the obligations of a Member to pay a subscription or other amount, or reduce (including to zero (0)) the subscription or other amount payable by a Member, if the Board is satisfied that:
 - (i) there are reasonable grounds for doing so;
 - (ii) VAFA will not be materially disadvantaged as a result; and

- (iii) the Member agrees to pay the deferred or (if greater than zero (0)) the reduced subscription or other amount within a time fixed by the Board.
- (b) If the Board defers or reduces a subscription or other amount payable by a Member under this **clause 9.3**, that Member will retain their rights to attend and vote at a General Meeting, unless otherwise specified by the Board.

10. GENERAL MEETINGS

10.1 *Annual General Meeting*

AGMs of VAFA are to be held:

- (a) according to the Act; and
- (b) at a date and venue determined by the Board.

10.2 *Power to convene General Meeting*

- (a) The Board may convene a General Meeting when it thinks fit and must do so if required by the Act.
- (b) The Voting Members may convene a General Meeting in accordance with section 249D of the Act.

10.3 *Notice of General Meeting*

- (a) Notice of a General Meeting of Members must be given:
 - (i) to all Members entitled to attend the General Meeting, the Board, and the auditor of VAFA; and
 - (ii) in accordance with **clause 27** and the Act.
- (b) At least thirty-five (35) days prior to the proposed date of the AGM, the CEO will request from Voting Members notices of motions, which must be received no less than twenty-eight (28) days prior to the AGM.
- (c) At least twenty-one (21) days' notice of the time and place of a General Meeting must be given, together with:
 - (i) all information required to be included in accordance with the Act;
 - (ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;
 - (iii) where applicable, any notice of motion received from any Voting Member or Director; and
 - (iv) where applicable, a list of all nominations received for positions to be elected at the relevant General Meeting.

10.4 ***Business of General Meetings***

- (a) The ordinary business of the AGM shall be:
 - (i) the election of the Elected Directors;
 - (ii) consideration of the Directors' report, annual financial report and auditor's report; and
 - (iii) the appointment of the auditor and fixing of the auditor's remuneration.
- (b) All business transacted at a Special General Meeting, and all that is transacted at an AGM with the exception of those matters listed at **clause 10.4(a)**, shall be special business.

10.5 ***Cancellation or postponement of General Meeting***

Where a General Meeting (including an AGM) is convened by the Board it may, if it thinks fit, cancel the meeting or postpone the meeting to a date and time they determine. However, this clause does not apply to a General Meeting convened by:

- (a) Voting Members according to the Act;
- (b) the Board at the request of Members; or
- (c) a Court.

10.6 ***Written notice of cancellation or postponement of General Meeting***

Notice of the cancellation or postponement of a General Meeting must state the reasons for doing so and be given to:

- (a) each Member entitled to attend the General Meeting; and
- (b) each other person entitled to notice of a General Meeting under this Constitution or the Act.

10.7 ***Contents of notice postponing General Meeting***

A notice postponing a General Meeting must specify:

- (a) the new date and time for the meeting;
- (b) the place where the meeting is to be held, which may be either the same as or different from the place specified in the notice originally convening the meeting; and
- (c) if the meeting is to be held in two (2) or more places, the technology that will be used to hold the meeting in that manner.

10.8 *Number of clear days for postponement of General Meeting*

The number of clear days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of clear days' notice of that General Meeting required to be given by **clause 10.3**.

10.9 *Business at postponed General Meeting*

The only business that may be transacted at a postponed General Meeting is the business specified in the notice originally convening the meeting.

10.10 *Non-receipt of notice*

The non-receipt of a notice convening, cancelling or postponing a General Meeting by, or the accidental omission to give a notice of that kind to, a person entitled to receive it, does not invalidate the General Meeting, any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of the meeting.

10.11 *Delegate or proxy at postponed General Meeting*

Where:

- (a) a Delegate or proxy is appointed by a Member, that person is authorised to attend and vote at a General Meeting on behalf of the appointing Member to be held on a specified date or at a General Meeting or General Meetings to be held on or before a specified date; and
- (b) the date for the meeting is postponed to a date later than the date specified in the instrument,

then that later date is substituted for the date specified in the instrument appointing that appointed person, unless the appointing Member notifies VAFA in writing to the contrary at least forty-eight (48) hours before the time at which the postponed meeting is to be held.

10.12 *Right to appoint Delegate*

- (a) In accordance with the Act, each Voting Member is entitled to appoint an individual as their Delegate to attend General Meetings, provided that the Voting Member has not appointed a proxy under **clause 10.13**, and to exercise the powers of the Voting Member in relation to resolutions to be passed without meetings.
- (b) In addition to each Voting Member's appointed Delegate, each Voting Member may appoint one (1) further representative to attend meetings on their behalf but not vote.

10.13 *Right to appoint proxy*

- (a) A Voting Member entitled to attend a General Meeting of VAFA is entitled to appoint a person as their proxy to attend the meeting in their place in accordance with the Act.
- (b) A proxy may be revoked by the appointing Member at any time by notice in writing to VAFA.

10.14 *Form of proxy*

The instrument appointing a proxy may be in such form as is determined by the Board from time to time provided it complies with the requirements under the Act.

10.15 *Lodgement of proxy*

- (a) A proxy may vote at a General Meeting or an adjourned or postponed meeting (as the case may be) only if the instrument appointing the proxy is received by VAFA:
 - (i) at the office or at such other place or electronic address specified for that purpose in the notice of meeting; and
 - (ii) at least forty-**eight** (48) hours before the scheduled commencement time for the meeting or adjourned or postponed meeting (as the case may be) at which the person named in the instrument proposes to vote. The scheduled commencement time is as specified in the notice of meeting.
- (b) An undated proxy is taken to be dated on the day that it is received by VAFA.

10.16 *Authority given by appointment*

- (a) Unless the terms of the appointment specify to the contrary, an appointment by a Voting Member confers authority on a proxy to:
 - (i) agree to a General Meeting being convened by shorter notice than is required by the Act or by this Constitution;
 - (ii) speak to any proposed resolution; and
 - (iii) demand or join in demanding a poll on any resolution.
- (b) Unless the terms of the appointment specify to the contrary, even if the instrument of appointment refers to specific resolutions and directs the proxy on how to vote on those resolutions, the appointment is taken to confer authority to:
 - (i) vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;
 - (ii) vote on any procedural motion; and
 - (iii) to act generally at the meeting.
- (c) Unless the terms of the appointment specify to the contrary, if the instrument of appointment refers to a specific meeting to be held at a specified time or venue and the meeting is postponed or adjourned or changed to another venue, then the appointment confers authority to attend and vote at the:
 - (i) postponed or adjourned meeting; or
 - (ii) new venue.

- (d) An appointment of a proxy may be a standing proxy — that is, the appointment under the proxy remains valid until it is revoked by the Voting Member that made the appointment.
- (e) The instrument appointing a proxy may provide for the President to act as proxy in the absence of any other appointment or if the person or persons nominated fails or fail to attend the meeting.
- (f) The instrument appointing a proxy may direct the manner in which the proxy is to vote in respect of a particular resolution.
- (g) If a proxy is appointed to vote on a particular resolution by more than one Voting Member and the instruments appointing the proxy direct the proxy to vote on the resolution in different ways, then the proxy must not vote on a show of hands taken on the resolution.

11. PROCEEDINGS AT GENERAL MEETING

11.1 *Number for a quorum*

The number of Voting Members who must be present (in person or by telecommunications, including through proxies) and eligible to vote for a quorum to exist at a General Meeting is fifteen (15) Voting Members.

11.2 *Requirement for a quorum*

An item of business may not be transacted at a General Meeting unless a quorum is present and remains throughout the General meeting.

11.3 *Quorum and time – Special General Meetings*

If within thirty (30) minutes after the time appointed for a Special General Meeting, or at any other time during the meeting, a quorum is not present, the meeting:

- (a) if convened by, or on requisition of, Members is dissolved; and
- (b) in any other case stands adjourned to such other day, time and place as the chair determines.

11.4 *Quorum and time – AGMs*

If within thirty (30) minutes after the time appointed for an AGM, or at any other time during the meeting, a quorum is not present, the AGM stands adjourned to such other day, time and place as the chair determines.

11.5 *President to preside over General Meetings*

- (a) The President is entitled to preside as chair at General Meetings.
- (b) If a General Meeting is convened and there is no President, or the President is not present within fifteen (15) minutes after the time appointed for the meeting or is unable or unwilling to act, the following may preside as chair (in order of entitlement):

- (i) a Director (or other person) chosen by a majority of the Board present; or
- (ii) the only Director present; or
- (iii) a Delegate of a Voting Member who is entitled to vote and is chosen by a majority of the Voting Members present.

11.6 ***Conduct of General Meetings***

- (a) The chair:
 - (i) has charge of the general conduct of the meeting and of the procedures to be adopted;
 - (ii) may require the adoption of any procedure which in their opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and
 - (iii) may, having regard where necessary to the Act, terminate discussion or debate on any matter whenever they consider it necessary or desirable for the proper conduct of the meeting.
- (b) A decision by the chair under this **clause 11.6** is final.

11.7 ***Adjournment of General Meeting***

- (a) The chair may with the consent of the quorum present at any meeting, and must if so directed by the quorum, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.
- (b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the members present.
- (c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

11.8 ***Notice of adjourned meeting***

- (a) Notwithstanding **clauses 10.6** and **10.7**, it is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 30 days or more.
- (b) In that case, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

11.9 ***Questions decided by majority***

Subject to the requirements of the Act (if any) and except in the case of a Special Resolution, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it. A "simple majority" is 50%+1 of the votes cast on the resolution.

11.10 *Equality of votes*

Where an equal number of votes are cast in favour of and against the resolution, the resolution is not carried. For the avoidance of doubt, the chair does not have a casting vote where voting is equal.

11.11 *Declaration of results*

- (a) At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.
- (b) 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 minutes of the meetings of VAFA, is conclusive evidence of the fact.
- (c) Neither the chair nor the minutes need to state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

11.12 *Poll*

- (a) If a poll is properly demanded in accordance with the Act or by the chair of the meeting, it must be taken in the manner and at the date and time directed by the chair, and the result of the poll is the resolution of the meeting at which the poll was demanded. On a poll each Voting Member will have one (1) vote.
- (b) A poll demanded on the election of a chair or on a question of adjournment must be taken immediately.
- (c) A demand for a poll may be withdrawn.
- (d) A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

11.13 *Objection to voting qualification*

- (a) An objection to the right of a person to attend or vote at a General Meeting (including an adjourned meeting):
 - (i) may not be raised except at that meeting; and
 - (ii) must be referred to the chair, whose decision is final.
- (b) A vote not disallowed under the objection is valid for all purposes.

11.14 *Chair to determine any poll dispute*

If there is a dispute about the admission or rejection of a vote, the chair must decide it and the chair's decision made in good faith is final.

11.15 *Electronic voting*

Voting by electronic communication at General Meetings may be permitted from time to time in such instances and on such resolutions as the Board may determine and shall be held in accordance with procedures prescribed by the Board.

11.16 *Minutes*

The Board must cause minutes of General Meetings to be made and kept according to the Act, and distribute those minutes in a timely manner.

12. VOTES OF MEMBERS

12.1 *Votes of Members*

- (a) At a General Meeting, on a show of hands and on a poll, each Voting Member shall have one (1) vote. No other Members are entitled to vote at General Meetings.

12.2 *Election of Elected Directors*

- (a) Elections for Elected Directors shall be by ballot in accordance with this **clause 12.2** at the relevant General Meeting on papers prepared by the CEO, which shall list the candidates in alphabetical order.
- (b) The ballot for an election to fill one or more Elected Director positions will be conducted in accordance with the following procedure:
 - (i) if at the close of nominations for an election to fill one (1) or more Elected Director positions the number of eligible nominees is equal to or less than the number of positions to be filled, then no election is to take place and those eligible nominees will be taken to be elected to fill one or more of the Elected Director positions as a resolution of the General Meeting; and
 - (ii) if at the close of nominations for an election to fill one (1) or more Elected Director positions there are more eligible nominees than the number of positions to be filled, a ballot will be conducted for each separate position as a poll and the eligible nominee who receives the highest number of votes will be elected to fill that Elected Director position as a resolution of the meeting. If two (2) or more nominees receive the same number of votes, then a separate ballot with only the tied nominees will take place, with the nominee subsequently receiving the highest number of votes in that ballot to be elected as a resolution of the meeting. If the nominees remain tied, the name of one of those nominees will be drawn by lot. That nominee is to be elected as an Elected Director as a resolution of the meeting.

13. DIRECTORS

13.1 *Composition of the Board*

The Board shall consist of:

- (a) nine (9) Elected Directors all of whom will be elected under **clause 12.2**; and
- (b) up to two (2) Appointed Directors who may be appointed under **clause 15**.

13.2 **Portfolios**

- (a) The Board may allocate portfolios to the Directors.
- (b) The Board must annually review the portfolios allocated to each Director.

13.3 **Qualifications**

- (a) The Board may determine from time to time job descriptions and qualifications for Directors.
- (b) For the period from the date of this Constitution a person who:
 - (i) is an employee of VAFA or a Club; or
 - (ii) holds an Official Position with a Club; or
 - (iii) was a Director of VAFA and **clause 14.3(c)** applies,
 (each a **disqualifying position**) may not hold office as a Director.
- (c) A Director who accepts a disqualifying position must notify the Board of that fact immediately and is deemed to have vacated office as a Director.
- (d) A person elected or appointed as a Director at the time of holding a disqualifying position must resign from that disqualifying position within thirty (30) days, failing which they automatically vacate the office of Director.
- (e) No person shall be eligible to stand for an Elected Director position if, during the proposed term of office, they would be in breach of **clause 14.3(c)**.
- (f) A person who has been CEO or an Officer of VAFA is not eligible to be elected or appointed as a Director for a period of three (3) years since they ceased being CEO or an Officer.

13.4 **Remuneration of Directors**

A Director may not be paid for services as a Director.

14. **ELECTED DIRECTORS**

14.1 **Nomination for Board**

Nominations for Elected Directors shall be called for by the CEO forty-two (42) days prior to the General Meeting at which the election is to be held (usually the AGM).

14.2 *Form of Nomination*

- (a) Nominations must be:
 - (i) in writing (on the prescribed form, if any);
 - (ii) signed by two (2) separate Delegates of Voting Members in accordance with **clause 14.2(b)**;
 - (iii) certified by the nominee expressing their willingness to accept the position for which they are nominated; and
 - (iv) delivered to the CEO not less than twenty-eight (28) days before the date fixed for the holding of the relevant General Meeting.
- (b) A Delegate of a Voting Member must only act as the signatory of one (1) Elected Director nomination in any calendar year.
- (c) The Board shall review a nomination to ensure the nominee is not disqualified from holding office as a Director under **clause 13.3** and/or the *Corporations Act (2001)* (Cth).

14.3 *Term of Appointment*

- (a) Subject to this Constitution, Elected Directors shall be elected in accordance with this Constitution for a term of three (3) years, which shall commence from the conclusion of the General Meeting at which the election occurred until the conclusion of the third Annual General Meeting following.
- (b) Three (3) Elected Directors shall retire after the first year after election, three (3) Elected Directors shall retire after the second year after election and the remaining three (3) Elected Directors shall retire after the third year after election, until the nine (9) Elected Directors have retired, after which those Elected Directors elected to the vacancies after the first year shall retire and so on.
- (c) Following the adoption of this Constitution and subject to **clause 14.3(d)**, no person who has served as a Director for a period of three (3) consecutive terms shall be eligible for re-election or appointment as a Director for three (3) years following the completion of their maximum term.
- (d) For the purposes of **clause 14.3(c)**, service by a person:
 - (i) filling a casual vacancy in an Elected Director position under **clause 16.1** for a period of 18 months or more will be treated as a term;
 - (ii) in an Appointed Director position under **clause 15.1** for a period of 18 months or more will be treated as a term.
- (e) Notwithstanding **clause 14.3(c)**, any existing Director elected prior to the adoption of this Constitution but who has served nine (9) years or more may serve out the remainder of their term even if more than nine (9) years but may not be re-elected or re-appointed as a Director. By way of example, only if a Director who has already served

nine (9) years was elected at the the 2020 AGM they may serve out their three (3) term but must retire at the 2023 AGM.

15. APPOINTED DIRECTORS

15.1 *Appointment of Appointed Director*

The Board may appoint up to two (2) Appointed Directors in accordance with this Constitution. One of those Appointed Directors must be the subject of approval of the Life Members Association.

15.2 *Qualifications for Appointed Directors*

Appointed Directors may have skills that complement and/or supplement any skill gaps that may exist in the Board, with the aim of ensuring that the Board has all the necessary skills to govern the organisation. Appointed Directors do not need to be Members or have experience in, or exposure to, Australian Rules football.

15.3 *Term of Appointment*

- (a) Directors appointed under **clause 15.1** may be appointed by the Board in accordance with this Constitution for a term of up to one (1) year, which shall commence and conclude on dates as determined by the Board.
- (b) A person may only serve three (3) consecutive terms as an Appointed Director but, subject to the other requirements of this Constitution including but not only **clause 14.3**, are otherwise eligible to be elected to an Elected Director position, but only for two further terms of three (3) years.

16. VACANCIES ON THE BOARD

16.1 *Casual Vacancies*

Any casual vacancy:

- (a) that occurs in the position of a Director may be filled by the Board from among appropriately qualified persons; and
- (b) in the case of an Elected Director, may only be filled until the AGM next following the creation of the casual vacancy when an election for the vacated position shall be held in accordance with Clause 14, with the Director who is elected to serve out the remainder of the vacating Director's term; and
- (c) in the case of an Appointed Director, may be filled by the Board appointing a Director in accordance with Clause 15 but only for the remainder of the vacating Director's term.

16.2 *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 insolvent under administration or makes any arrangement or composition with their creditors generally;
- (c) 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;
- (d) resigns their office to VAFA whether in writing or verbally;
- (e) is absent without the consent of the Board from meetings of the Board held during a period of three (3) months;
- (f) is an employee of VAFA or a Voting Member;
- (g) holds an Official Position with a Voting Member or a disqualifying position in breach of **clause 13.3(d)**;
- (h) is directly or indirectly interested in any contract or proposed contract with VAFA and fails to declare the nature of their interest, upon which the Director may be referred to the Members to vote for the Director's termination at a Special General Meeting;
- (i) is removed by the Members in accordance with the Act; or
- (j) would otherwise be prohibited from being a Director of a corporation under the Act.

16.3 ***Board May Act***

If a casual vacancy or vacancies occurs in the office of a Director or Directors, the Board 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 Directors to a number sufficient to constitute such a quorum or to convene a General Meeting.

17. **POWERS AND DUTIES OF THE BOARD**

17.1 ***The Board to manage VAFA***

The Board will manage VAFA's business and may exercise those of VAFA's powers that are not required, by the Act or by this Constitution, to be exercised by VAFA in General Meeting.

17.2 ***Specific powers of the Board***

Without limiting **clause 17.1**, the Board may exercise all VAFA's powers to:

- (a) borrow or raise money;
- (b) charge any property or business or give any other security for a debt, liability or obligation of VAFA or of any other person; and
- (c) take out and effect such insurances as may be deemed necessary for VAFA and the achievement of the Objects.

17.3 *Time, etc.*

Subject to the Act, where this Constitution requires that something be done by a particular time, or within a particular period, or that an event is to occur or a circumstance is to change on or by a particular date, the Board may in its absolute discretion extend that time, period or date as it thinks fit.

17.4 *Delegation of powers*

- (a) The Board may, by resolution or by power of attorney or in writing, delegate any of its powers to the CEO or any employee of VAFA or any other person as it thinks fit.
- (b) Any delegation by the Board of its powers:
 - (i) must specify the powers delegated, any restrictions on, and conditions attaching to, the exercise of those powers and the period during which that delegation is to be in force;
 - (ii) may be either general or limited in any way provided in the terms of the delegation;
 - (iii) need not be to a specified person but may be to any person holding, occupying or performing the duties of a specified office or position;
 - (iv) may include the power to delegate; and
 - (v) must be reviewed annually.
- (c) If exercising a power depends on a person's opinion, belief or state of mind, then that power may be exercised by the delegate on the delegate's opinion, belief or state of mind about that matter.
- (d) Any power exercised by a delegate is as effective as if it had been exercised by the Board.

17.5 *Code of Conduct and Board Charter*

The Board must:

- (a) adopt a code of conduct and Board Charter for Directors; and
- (b) review the code of conduct and Board Charter:
 - (i) in light of the general principles of good corporate governance; and
 - (ii) at least once every three (3) years.
- (c) abide by the code of conduct and Board Charter at all times.

18. PROCEEDINGS AT DIRECTORS' MEETINGS

18.1 *Directors' meetings*

The Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.

18.2 *Questions decided by majority*

A question arising at a Directors' meeting is to be decided by a majority of votes of the Directors present in person and entitled to vote. Each Director present has one (1) vote on a matter arising for decision by the Board.

18.3 *No casting vote*

Where an equal number of votes are cast in favour of and against the resolution, the resolution is not carried. For the avoidance of doubt, the chair does not have a casting vote where voting is equal.

18.4 *Quorum*

A majority (fifty percent (50%) plus one (1)) of current Directors present in person constitutes a quorum.

18.5 *Convening meetings*

- (a) A Director may, and the CEO on the request of a Director must, convene a Directors' meeting.
- (b) Notice of a meeting of Directors must be given individually to each Director (except a Director on leave of absence approved by the Board). Notice of a meeting of Directors may be given in person, or by post, telephone or other electronic means.
- (c) A Director may waive notice of a meeting of Directors by giving notice to that effect to VAFA in person or by post, telephone or other electronic means.
- (d) A person who attends a meeting of Directors waives any objection that person may have in relation to a failure to give notice of the meeting.
- (e) The non-receipt of a notice of a meeting of Directors or the accidental omission to give notice of a meeting to a person entitled to receive notice does not invalidate anything done (including the passing of a resolution) at that meeting of Directors.

18.6 *Election of President*

- (a) The Board must, at the first Directors' meeting after the AGM, elect by a majority of the Elected Directors one (1) of the Elected Directors to the office of President.
- (b) The Elected Director elected as President under **clause 18.6(a)** will remain President for one (1) year from the date of their election until the conclusion of the election under **clause 18.6(a)** at the first Directors' meeting after the next AGM and shall chair any Directors' meeting.

- (c) Despite **clause 18.6(b)**, if:
- (i) there is no person elected as President; or
 - (ii) the President is not present within fifteen (15) minutes after the time appointed for the holding of the meeting; or
 - (iii) the President is unwilling to act,
- the Directors present may elect one (1) of their number to be chair of the meeting.

18.7 *Circulating resolutions*

- (a) The Board may pass a resolution without a Directors' meeting being held if the required majority of the Directors who are entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of the document may be used for signing by the Board if the wording of the resolution and statement is identical in each copy. A document produced by electronic means under the name of a Director with the Director's authority is taken to be a document signed by the Director for the purposes of **clause 18.7(a)** and is taken to be signed when received by VAFA in legible form.
- (c) The resolution is passed when the last Director required to achieve the required majority signs.
- (d) Voting by email is permitted from time to time in such instances and on such resolutions as the Board may determine.

18.8 *Validity of acts of Directors*

Everything done at a Directors' meeting or a Committee meeting, or by a person acting as a Director, is valid even if it is discovered later that there was some defect in the appointment, election or qualification of any of them or that any of them were disqualified or had vacated office.

18.9 *Directors' interests*

- (a) A Director must act in the best interests of the VAFA as a whole, as per the Act and the law.
- (b) A Director is disqualified by holding any place of profit or position of employment in VAFA, any Member or in any company or incorporated association in which VAFA is a shareholder or otherwise interested or from contracting with VAFA either as vendor, purchaser or otherwise except with express resolution or approval of the Board. Any such contract or any contract or arrangement entered into by or on behalf of VAFA in which any Director is in any way interested will be presumed void for such reason.
- (c) A Director shall declare their interest in any matter in which a conflict of interest arises or may arise (including contracts or commercial arrangements with Clubs), and shall, unless otherwise determined by the Board, 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.

- (d) The nature of the interest of such Director must be declared by the Director at the meeting of the Board at which the contract or other 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 contract or other 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.
- (e) A general notice that a Director is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under **clause 18.9(d)** as regards such Director and the said transactions. After such general notice it is not necessary for such Director to give a special notice relating to any particular transaction with that firm or company.
- (f) The CEO will record in the minutes any declaration made or any general notice given by a Director under **clauses 18.9(d)** or **18.9(e)**.

18.10 *Minutes*

The Board must cause minutes of Directors' meetings to be made and kept according to the Act, and distribute those minutes amongst the Directors in a timely manner.

19. TELECOMMUNICATIONS MEETINGS

19.1 *Telecommunications Meeting*

- (a) A General Meeting or a Directors' meeting may be held by means of a Telecommunications Meeting, or a hybrid of in-person and Telecommunications Meeting attendees, provided that the:
 - (i) number of Members or Directors (as applicable) participating is not less than a quorum required for a General Meeting or Directors' meeting (as applicable); and
 - (ii) meeting is convened and held in accordance with the Act and this Constitution.
- (b) All provisions of this Constitution relating to a meeting apply to a Telecommunications Meeting in so far as they are not inconsistent with the provisions of this **clause 19**.

19.2 *Conduct of Telecommunications Meeting*

The following provisions apply to a Telecommunications Meeting of VAFA:

- (a) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;

- (b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;
- (c) at the commencement of the meeting each person must announce their presence to all other persons taking part in the meeting;
- (d) a person may not leave a Telecommunications Meeting by disconnecting their telephone, audio-visual or other communication equipment unless that person has previously notified the chair;
- (e) a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a Telecommunications Meeting unless that person has previously notified the chair of leaving the meeting; and
- (f) a minute of proceedings of a Telecommunications Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the chair.

20. CEO

20.1 *Appointment of CEO*

The Board may appoint a CEO.

20.2 *Powers, duties and authorities of CEO*

- (a) If appointed the CEO holds office on the terms and conditions (including any remuneration) and with the powers, duties and authorities, determined by the Board.
- (b) The exercise of those powers and authorities, and the performance of those duties, by the CEO are subject at all times to the control of the Board.

20.3 *Suspension and removal of CEO*

Subject to the terms and conditions of the appointment, the Board may suspend or remove the CEO from that office.

20.4 *Delegation by the Board to CEO*

The Board may delegate to the CEO the power (subject to such reservations on the power as are decided by the Board) to conduct the day-to-day management and control of the business and affairs of VAFA. The delegation includes the power and responsibility to:

- (a) develop business plans, budgets, strategies, policies, processes and codes of conduct for consideration by the Board and to implement them to the extent approved by the Board;
- (b) manage the financial and other reporting mechanisms of VAFA;
- (c) approve and incur expenditure subject to specified expenditure limits;

- (d) sub-delegate their powers and responsibilities to employees or internal management committees of VAFA; and
- (e) any other powers and responsibilities which the Board considers appropriate to delegate to the CEO.

20.5 *CEO to attend meetings*

If appointed the CEO will, subject to a determination otherwise by the Board, attend all meetings of VAFA, all meetings of the Board and any Committees and may speak on any matter, but does not have a vote.

21. COMPANY SECRETARY

21.1 *Appointment of Company Secretary*

- (a) There must be at least one Company Secretary who is appointed by the Board.
- (b) If the Board has not appointed a Company Secretary, then subject to **clause 21.2**, the CEO will be Company Secretary.

21.2 *Suspension and removal of Company Secretary*

The Board may suspend or remove a Company Secretary from that office.

21.3 *Powers, duties and authorities of Company Secretary*

- (a) A Company Secretary holds office subject to the Act and otherwise on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Board.
- (b) Subject to this Constitution, VAFA Secretary is not entitled to remuneration unless the Secretary is also the CEO.

22. COMMITTEES

22.1 *Committees*

The Board may by written instrument delegate any of their powers to Committees consisting of such persons they think fit (including Directors, individuals and consultants) and may vary or revoke any delegation.

22.2 *Powers delegated to Committees*

- (a) A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the Board. A Committee is responsible to and reports to the Board.
- (b) Powers delegated to and properly exercised by a Committee are taken to have been exercised by the Board.

22.3 ***Committee meetings***

Committee meetings are governed by the provisions of this Constitution dealing with Directors' meetings, as far as they are capable of application.

23. **VAFA RULES**

23.1 ***Making and amending Rules***

- (a) VAFA may make such Rules as are incidental or conducive to the attainment of the Objects.
- (b) Members may submit draft Rules to the Board for consideration.
- (c) The Rules may only be made or amended by a resolution passed by a three-fifths majority of members present and voting at a General Meeting.
- (d) At least twenty-eight (28) days' notice of intention to propose any amendment to the Rules shall be given to the CEO prior to the date of the General Meeting and the CEO shall give to Members twenty-one (21) days' notice of the proposed amendments to the Rules.
- (e) Interpretation of the Rules is solely the responsibility of the Board.

23.2 ***Effect of Rules***

A Rule:

- (a) is subject to this Constitution;
- (b) must be consistent with this Constitution;
- (c) when in force, binds all Members and has the same effect as a provision in this Constitution; and
- (d) cannot be challenged in a court of law without all available avenues of review under this Constitution or the Rules first being exhausted.

23.3 ***Rules and By-Laws Deemed Applicable***

All clauses, rules, by-laws and policies of VAFA, (by whatever name) in force at the date of the approval of this Constitution insofar as such clauses, rules, by-laws and policies are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be Rules or By-Laws, and shall continue to apply and be in operation until amended or repealed by VAFA or the Board respectively.

24. **PATRONS**

The Board may:

- (a) appoint annually a patron-in-chief and such number of patrons as it considers necessary, subject to approval of that person or persons; and

- (b) determine the terms of reference for the appointment of patrons from time to time.

25. KEEPING AND INSPECTION OF RECORDS

25.1 *Records*

The CEO shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of VAFA.

25.2 *Inspection of Records*

A Member does not have the right to inspect any document of VAFA (including registers kept by VAFA) except as required by law. Any request by a Member to inspect any document of VAFA must be made in good faith and in the best interests of VAFA.

26. ACCOUNTS

26.1 *Records Kept in Accordance with Act*

Books, documents, securities and proper accounting and other records shall be kept in accordance with the Act, generally accepted accounting principles and/or any applicable code of conduct. All such records and the books of account shall be kept in the care and control of the CEO.

26.2 *Board to Submit Accounts*

The Board shall submit to the Annual General Meeting the accounts of VAFA in accordance with the Act and will distribute copies of financial statements as required by the Act.

26.3 *Transactions*

All cheques, promissory notes, bankers' drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to VAFA, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board determine from time to time.

26.4 *Auditor*

- (a) A properly qualified auditor or auditors shall be appointed by the Board and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the Act.
- (b) Members may remove an auditor in accordance with the Act.

27. SERVICE OF DOCUMENTS

27.1 *Document includes notice*

In this **clause 27**, document includes a notice.

27.2 ***Methods of service on a Member***

VAFAs may give a document to a Member:

- (a) personally;
- (b) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member;
- (c) by sending it to an electronic address nominated by the Member; or
- (d) by posting it prominently on VAFAs's website.

27.3 ***Methods of service on VAFAs***

A Member may give a document to VAFAs by:

- (a) delivering it to VAFAs's registered office;
- (b) sending it by post to VAFAs's registered office; or
- (c) sending it to an electronic address nominated by VAFAs.

27.4 ***Post***

A document sent by post if sent to an address:

- (a) in Australia, may be sent by ordinary post; and
- (b) outside Australia, or sent from an address outside Australia, must be sent by airmail;

and in either case is taken to have been received on the fourth business day after the date of its posting.

27.5 ***Electronic transmission***

If a document is sent by any form of electronic transmission including by posting on VAFAs's website, delivery of the document is taken to:

- (a) be effected by properly addressing and transmitting the electronic transmission; and
- (b) have been delivered on the business day following its transmission.

28. **INDEMNITY**

28.1 ***Indemnity of officers***

- (a) This **clause 28** applies to every person who is or has been:
 - (i) a Director, CEO or Company Secretary of VAFAs; and

- (ii) to any other officers, employees, former officers or former employees of VAFA or of its related bodies corporate as the Board in each case determine.

Each person referred to in this **clause 28.1(a)** is referred to as an "Indemnified Officer" for the purposes of the remainder of **clause 28**.

- (b) VAFA will indemnify each Indemnified Officer out of the property of VAFA against:
 - (i) every liability (except a liability for legal costs) that the Indemnified Officer incurs as an Officer of VAFA or of a related body corporate of VAFA; and
 - (ii) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the Indemnified Officer becomes involved as an officer of VAFA or of a related body corporate of VAFA,

unless:

- (iii) VAFA is forbidden by statute to indemnify the person against the liability or legal costs; or
- (iv) an indemnity by VAFA of the person against the liability or legal costs would, if given, be made void by statute; or
- (v) the person is acting, or has acted, in a criminal or grossly negligent manner.

28.2 ***Insurance***

VAFA may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring an Indemnified Officer against liability that the Indemnified Officer incurs as an officer of VAFA or of a related body corporate of VAFA including a liability for legal costs, unless:

- (a) VAFA is forbidden by statute to pay or agree to pay the premium; or
- (b) the contract would, if VAFA paid the premium, be made void by statute.

28.3 ***Deed***

VAFA may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by **clause 28.1** on the terms the Board thinks fit (as long as they are consistent with **clause 28.1**).

29. **WINDING UP**

29.1 ***Contributions of Members on winding up***

- (a) Each Club must contribute to VAFA's property if VAFA is wound up while they are a Member or within one year after their membership ceases.
- (b) The contribution is for:

- (i) payment of VAFA's debts and liabilities contracted before their membership ceased;
 - (ii) the costs of winding up; and
 - (iii) adjustment of the rights of the contributories among themselves;
- and the amount is not to exceed \$1.00.
- (c) No other Member must contribute to VAFA's property if VAFA is wound up.

29.2 *Excess property on winding up*

- (a) If on the winding up or dissolution of VAFA, and after satisfaction of all its debts and liabilities, any property remains, that property must be given or transferred to another body or bodies:
 - (i) having purposes similar to those of VAFA; and
 - (ii) whose constitution prohibits (or each of whose constitutions prohibit) the distribution of its or their income and property among its or their members to an extent at least as great as is imposed under this Constitution.
- (b) That body is, or those bodies are, to be determined by the Voting Members at or before the time of dissolution or, failing that determination, by a liquidator or a judge who has or acquires jurisdiction in the matter.

30. COMMON SEAL

- (a) If VAFA has a common seal, that seal shall:
 - (i) be kept in the custody of the CEO; and
 - (ii) not be affixed to any instrument except by the authority of the Board and the affixing of the common seal shall be attested by the signatures of 2 Directors.
- (b) A Director must not sign a document to which the seal of VAFA is fixed where the Director is interested in the contract or arrangement to which the document relates.