
Men of Football

[Company's ACN]

A Public Company Limited by Guarantee

Constitution



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1 Definitions and Interpretation

1.1 Definitions

In this Constitution, unless the context otherwise requires:

- (a) **ABN** means Australian Business Number.
 - (b) **ACN** means Australian Company Number.
 - (c) **ACNC** means Australian Charities and Not for Profit Commission.
 - (d) **Act** means the *Corporations Act* 2001 (Cth) and includes any statutory modification or re-enactment of it, any legislative provision substituted for it, and all regulations and statutory instruments issued under it.
 - (e) **AGM** means an annual General Meeting of the Company held in accordance with section 250N of the Act.
 - (f) **ASIC** means the Australian Securities and Investments Commission.
 - (g) **Auditor** means the auditor of the Company.
 - (h) **Board** means the board of Directors of the Company as constituted from time to time.
 - (i) **Business Day** means a day on which banks [as defined in the *Banking Act* 1959 (Cth)] are generally open for business in Sydney, New South Wales, Australia.
 - (j) **Cash Rate Target** means the interest rate used by the Reserve Bank of Australia as the cash rate target also known as the interbank overnight interest rate.
 - (k) **CBD** means Central Business District.
 - (l) **Chairperson** means the person appointed as chairperson by the Board as set out in clause 18.5 of this Constitution and includes an acting Chairperson under clause 10.5. Reference to ‘the Chair’ in this Constitution is a reference to the Chairperson.
 - (m) **Chapter Procedures Manual** means a guide of the Company’s policies and procedures for and relating to the operation of Local Chapters as constituted by the Company from time to time.
 - (n) **Code of Conduct** means the policy adopted by the Board within 8 weeks of incorporation, as amended from time to time, which governs the manner in which the Directors, Members and Employees of the Company are required to conduct themselves in the discharge of their duties.
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- (o) **Committee** means a committee to which powers have been delegated by the Board pursuant to clause 18.7.
- (p) **Company** means Men of Football ACN [ACN – e.g. 123 456 789].
- (q) **Company Information** means all communications, correspondence, reports, minutes and other papers and documents relating to any of the affairs or business of the Company.
- (r) **Constitution** means this Constitution and any supplementary, substituted or amended Constitution in force from time to time.
- (s) **CTH** means the Commonwealth of Australia.
- (t) **Deductible Contribution** means a donation of money or property as described in item 1, item 7 or item 8 of the table in section 30-15 of the ITAA 97.
- (u) **DGR** means an entity endorsed by the Australian Taxation Office or other applicable regulatory authority as a deductible gift recipient pursuant to sub-division 30-BA of the ITAA 1997, permitting gifts to the entity to be tax deductible.
- (v) **Director** means a director of the Company from time to time.
- (w) **Donor** means the donor of a Deductible Contribution or other donation to the Company.
- (x) **Financial year** means the financial year of the Company, as specified in clause 8.2 of this Constitution.
- (y) **Football Participants** means players, officials, referees, coaches, trainers, managers, agents and any other persons actively participating in the sport or involved in the development, promotion or administration of football.
- (z) **General Meeting** means a General Meeting of the Members.
- (aa) **Gift Fund** means a fund established under section 30-130 *Income Tax Assessment Act 1997* into which donations of property or money, received by the Company from the public, that qualify as allowable deductions are placed. The fund is to be administered as specified in clause 27 of this Constitution.
- (bb) **Guarantee** means the maximum amount each Member agrees to pay the Company in accordance with clause 5;
- (cc) **Honorary Life Member** means a special form of membership as described in clause 7.14.
- (dd) **ITAA 97** means the *Income Tax Assessment Act 1997* (Cth).
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- (ee) **Local Chapter** means a committee of the Company as set out in clause 22.2 of this Constitution. Reference to ‘Chapter’ in this Constitution is a reference to the Local Chapter.
 - (ff) **Member** means any person who becomes a member of the company in accordance with the Act, this Constitution and whose name is entered on the Register of Members.
 - (gg) **Members present** means Members present at a General Meeting of the Company in person or, if applicable, by duly appointed proxy or attorney.
 - (hh) **Not for Profit Organisation** means an organisation not acting for the profit or gain of its Members as defined by the Australian Taxation Office, ACNC or other applicable regulatory authority within Australia.
 - (ii) **Officer** means an officer of the Company within the meaning of section 9 of the Act and includes a Director or Secretary of the Company.
 - (jj) **President** means the person appointed as President of the Company by the Board as set out in clause 14 of this Constitution.
 - (kk) **Principal Purpose(s)** means the purpose(s) of the company as described in clause 6 of this Constitution.
 - (ll) **Register** means the register of Members of the Company to be kept pursuant to the Act.
 - (mm) **Registered address** means the address of a Member specified in the Register or any other address of which the Member notifies the Company as a place at which the Member will accept service of notices.
 - (nn) **Registered Office** means the registered office from time to time of the Company.
 - (oo) **Replaceable Rules** means all or any of the replaceable rules contained in the Act from time to time and includes any replaceable rule that was or may become a provision of the Act.
 - (pp) **Responsible Persons** means persons having a degree of responsibility to the community as a whole as specified in clause 13 of this Constitution.
 - (qq) **Seal** means the common seal, if any, from time to time of the Company.
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- (rr) **Secretary** means any person appointed by the Board to perform the duties of a secretary of the Company as set out in clause 15 of this Constitution.
- (ss) **Securities** include shares, rights to shares, options to acquire shares and other securities with rights of conversion to equity.
- (tt) **Special Resolution** means a resolution at a General Meeting of the Company, of which 21 days notice of the prepared resolution has been given, and being a resolution passed by a majority of 75% of the votes cast by Members entitled to vote on the resolution.
- (uu) **Treasurer** means the person appointed as Treasurer of the Company by the Board as set out in clause 14 of this Constitution.
- (vv) **Voting Member** is a Member who under this Constitution is entitled to vote at any General Meeting.

1.2 Interpretation

In this Constitution, unless the context indicates a contrary intention:

- (a) (**corresponding meanings**) a word that is derived from a defined word has a corresponding meaning.
 - (b) (**documents**) a reference to this Constitution or another document includes any document which varies, supplements, replaces, assigns or novates this Constitution or that other document.
 - (c) (**gender**) words importing one gender include all other genders.
 - (d) (**headings**) headings and the table of contents are inserted for convenience only and do not affect interpretation of this Constitution.
 - (e) (**including**) **including** and **includes** are not words of limitation.
 - (f) (**legislation**) a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it.
 - (g) (**month**) a reference to a month is a reference to a calendar month.
 - (h) (**person**) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity, and a reference to a person includes their personal representatives, successors and permitted assigns.
 - (i) (**references**) a reference to the background, a party, clause, paragraph, schedule or annexure is a reference to the background, a party, clause, paragraph, schedule or annexure to or of this Constitution.
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- (j) (**replacement bodies**) a reference to a body (including an institute, association or authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions.
- (k) (**requirements**) a requirement to do any thing includes a requirement to cause that thing to be done, and a requirement not to do any thing includes a requirement to prevent that thing being done.
- (l) (**singular**) the singular includes the plural and vice-versa.
- (m) (**writing**) a reference to a Notice, consent, request, approval or other communication under this Constitution or an agreement between the parties means a written Notice, request, consent, approval or agreement.
- (n) (**year**) a reference to a year is a reference to twelve consecutive calendar months.

2 General

2.1 Name of Company

The name of the Company is Men of Football.

2.2 Replaceable rules

This Constitution takes the place of the Replaceable Rules contained in the Act.

2.3 Constitution

- (a) This Constitution contains provisions setting out the manner in which the Members of the Company have agreed to conduct the internal administration of the Company.
 - (b) This Constitution shall have effect as a contract:
 - (1) Between the Company and each Member;
 - (2) Between the Company and each Director;
 - (3) Between the Company and each Member who performs an executive position of the Company;
 - (4) Between a Member and each other Member;pursuant to which each Member agrees to accept the provisions of this Constitution, and comply with those provisions, so far as they apply to that Member.
 - (c) A special resolution is required to alter this Constitution in accordance with section 136(2) of the Act and the Company must lodge a copy of
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the special resolution passed with ASIC within 14 days of the resolution being passed.

- (d) A special resolution making a material alteration to Clauses 3, 4, 5, 6, 13.2 or 27 of this Constitution has no effect unless approved in writing by the Australian Taxation Office, the ACNC or other applicable regulatory authority.

3 The Company

3.1 Public Company limited by Guarantee

The Company is a public company limited by guarantee.

3.2 Restriction on shares

The Company does not have the power to issue or allot shares of any kind.

3.3 Powers of the Company

Subject to the provisions of this Constitution and provided that its capacities and powers are exercised, directly or indirectly, in the furtherance of its purposes, the Company has the legal capacity and powers set out in section 124 of the Act.

4 Income and Property

4.1 Deeming Provisions

All income and property, including intellectual property, held by Men of Football Incorporated prior to the transfer of registration of the association to a company under the Act, will be deemed income and property of the Company from the date of registration with ASIC.

4.2 Not for Profit

- (a) The Company is a Not for Profit Organisation.
 - (b) The income, property, profits and financial surplus of the Company, whenever derived, must be applied solely towards the promotion of the purposes of the Company as set out in this Constitution.
 - (c) The Company must not carry on business for the purpose of profit or gain to its Members.
 - (d) No portion of the Company's income, property or profits may be paid, distributed or transferred, directly or indirectly, by way of dividend, bonus, fee or otherwise, to any of the Members, Directors, or their relatives, except as provided by this Constitution.
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- (e) Nothing in this Constitution prevents:
- (1) the payment, in good faith, of reasonable and proper remuneration to any officer or employee of the Company, or to any Member or Director, in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual course of business;
 - (2) the payment of interest on money borrowed from a Member at a rate not exceeding the Reserve Bank of Australia Cash Rate Target; or
 - (3) payment of costs pursuant to clause 21 of this Constitution; or
 - (4) payment of rent that does not exceed that which is reasonable and proper for premises demised or let by any Member to the Company.

4.3 No distribution of profits to Members on winding up

- (a) If the Company is wound up or dissolved, the assets and property available for distribution after satisfaction of all debts and liabilities are to be given or transferred to some other institution or institutions:
- (1) having objects similar to the purposes of the Company;
 - (2) whose Constitution prohibits the distribution of its income and property to an extent at least as great as that imposed by this Constitution; and
 - (3) which are charitable at law, exempt from income tax and are a DGR under the ITAA 97.
- (b) The Board may determine the identity of the institution or institutions for the purpose of clause 4.3(a) at the time of dissolution.
- (c) If the Board fail to determine the identity of the institution or institutions under clause 4.3(b), the Supreme Court of New South Wales may make that determination.

5 Guarantee of Members

In the event that the Company is wound up, each Member, with the exception of an Honorary Life Member, undertakes to contribute a maximum of \$10.00 to the Company for payment of:

- (a) the debts and liabilities of the Company;
 - (b) the costs, charges and expenses of any winding up; and
 - (c) the adjustment of the rights of Members among themselves,
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while the Member is a Member or within one year after the Member ceases to be a Member.

6 Purposes of the Company

- (a) The principal purposes of the Company are:
- (1) To act in the capacity of a trustee of a necessitous circumstances fund that will:
 - (A) Provide relief and assistance in the form of money, grants, interest free loans, goods or services to past and present Football Participants and their families who are in necessitous circumstances;
 - (2) To solicit, accept and manage:
 - (A) Grants, donations and other contributions as a trustee of a necessitous circumstances fund from individuals, Government, the private sector, institutions, common interest groups, non-profit organisations and other organisations;
 - (B) Monetary and in-kind contributions, other than those specified in Clause 4.2(e)(1), from individuals, Government, the private sector, institutions, common interest groups, non-profit organisations and other organisations;
 - (3) To provide present Football Participants who are in need, due to economic, medical or other circumstances, relief as referred to in clause 6(a)(1) to play football recreationally or competitively;
 - (4) To provide financially disadvantaged football clubs relief and assistance, which will directly benefit their current Football Participants, in the form of money, grants, interest free loans, goods or services;
 - (5) To assist current Football Participants who are in necessitous circumstances to realise their potential;
 - (6) To develop and promote activities, both sporting and social, for past and present Football Participants;
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- (7) To provide a forum for past and present Football Participants to:
 - (A) participate in the promotion of the Purposes and activities of the Company;
 - (B) maintain communication with and contacts within the wider football community;
 - (C) meet other Members and persons in the wider football community; and
 - (D) discuss matters of common interest.
- (8) To take such steps by personal or written appeals, public meetings, running and organising of functions, entertainments, art unions, and other charitable fundraising pursuant to the *Charitable Fundraising Act 1991 (NSW)* and corresponding legislation in other jurisdictions (as applicable), as may from time to time be deemed expedient by the Board, for procurement of Deductible Contributions and other financial resources in the way of subscriptions, grants, sponsorships, bequests, and any other assets or distributions whatsoever, whether or not subject to any special trusts or conditions, to fund the purposes of the Company; and
- (9) To do all such things as are incidental or conducive to the attainment of the Purposes of the Company.
- (10) To embrace other purposes as may be decided by the Board from time to time.

7 Membership

7.1 Deeming provisions

All persons and entities, who were members of Men of Football Incorporated prior to the transfer of registration of the association to a company under the Act, will be deemed Members of the Company from the date of registration with ASIC and will be entitled to all benefits of membership conferred by the Company.

7.2 Number of Members

At all times, there must be at least one Member of the Company.

7.3 Admission to membership

- (a) The Board may in its absolute discretion admit or reject any applicant for membership. If the applicant is not admitted to membership in due course, all monies paid by that applicant to the Company must be returned in full.
- (b) The Board may fix the entrance fee (if any) and the subscription payable by an applicant for any class of membership established pursuant to clauses 7.3 or 7.4 of this Constitution. The Board may not deal with any application for membership unless the entrance fee and subscription payable in respect of the application has been received by the Company.

7.4 Applications for membership

- (a) Applications to be a Member must be on a form similar to that set out in Appendix 1 of this Constitution and be:
 - (1) signed by the applicant;
 - (2) lodged with the Secretary;
 - (3) accompanied by any entrance, membership or subscription fees payable.
- (b) The Board will consider applications for membership as soon as practicable after receipt by the Secretary.
- (c) Where the Board decides to accept an application for membership, the Secretary will advise the applicant and will enter the applicant's name upon the Register of Members within 28 days of the Board's decision.
- (d) Where the Board decides to reject an application for membership, the Secretary will advise the applicant within 28 days of the Board's decision.

7.5 Amount of fees and subscriptions payable

Entrance fees, annual subscription fees for the various classes of membership, sponsorship payments and other periodical payments from Members or supporters of the Company will be in such amounts and due at such times as the Board determines.

7.6 Classes of Members

The Board may:

- (a) establish different classes of Members; and
- (b) prescribe the qualifications, rights and privileges of persons to become a Member of a class.

7.7 Further Classes of Membership

- (a) The Board may at any time:
 - (1) establish a new category of ordinary membership;
 - (2) establish a new class of membership;
 - (3) determine or change the existing classes of membership including any entitlements including voting rights; or
 - (4) set and amend the membership fees for each class of membership (or any category of ordinary membership).
- (b) The Members in General Meetings are not entitled to amend or revoke a decision or determination of the Board made pursuant to this clause.

7.8 Address of Member

- (a) Each Member is required to provide to the Secretary details of an address in Australia where the Company can send notices.
- (b) If a Member fails to provide an address in accordance with clause 7.8(a), the address of the Member is deemed to be the registered office of the Company.

7.9 Register of Members

- (a) A register of members of the Company must be kept in accordance with the Act.
 - (b) The following must be entered in the register of members in respect of each member:
 - (1) the full name of the member;
 - (2) the residential address, facsimile number and electronic mail address, if any, of the member;
 - (3) the category of membership;
 - (4) the date of admission to and cessation of membership;
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- (5) the date of last payment of the member's annual subscription;
and
 - (6) such other information as the Board requires.
- (c) Each member must notify the secretary in writing of any change in that person's name, address, facsimile number or electronic mail address within 1 month after the change.

7.10 Cessation of membership

A Member ceases to be a Member if they:

- (a) die;
- (b) resign in writing, providing 1 months notice;
- (c) become of unsound mind or are liable to be dealt with in any way under the law relating to mental health; or
- (d) are convicted of an indictable offence.

7.11 Non-payment of Subscription

If any subscription or other membership fee of a Member remains unpaid, the Member will be debarred from all privileges of membership. The Board may, if it thinks fit, reinstate the Member on payment of all arrears.

7.12 Effect of cessation

A Member who ceases to be a Member continues to be liable for:

- (a) any subscription and all arrears due and unpaid at the date of cessation;
- (b) all other moneys due by them to the Company; and
- (c) the Guarantee, subject to the provisions of clause 5.

7.13 Power of a Board in respect of a Member's conduct

- (a) If any Member:
 - (1) wilfully refuses or neglects to comply with the provisions of this Constitution or the Company's Code of Conduct; or
 - (2) is guilty of any conduct which, in the opinion of the Board, is unbecoming of a Member or prejudicial to the interests of the Company,

the Board has the power to censure, fine, suspend or expel the Member from the Company pursuant to a resolution of the Board subject to this Constitution and the Company's Code of Conduct.

- (b) At least one week before the meeting of the Board, at which a resolution under clause 7.13(a) is passed, the Company must provide the Member with:
 - (1) notice of the meeting;
 - (2) any allegations against them;
 - (3) the intended resolution; and
 - (4) advice that the Member may, at the meeting and before the passing of the resolution, have an opportunity to give, orally or in writing, any explanation of defence they think fit.

7.14 Honorary Life Member

- (a) Any Member of the Company whose services to the Company, football or the wider football community is agreed to have been sufficiently meritorious or distinguished may receive an Honorary Life Membership;
 - (b) An Honorary Life Member maintains the rights of their membership, including voting and is exempted from paying any subscription or membership fees from the date that their Honorary Life Membership is certified by the Board.
 - (c) The selection criteria and nomination form for assessing whether the Member's services have been sufficiently meritorious or distinguished will be determined by the Board.
 - (d) Any Member of the Company may nominate another Member for the award of Honorary Life Member. The nomination must be made on the prescribed nomination form and be accompanied by a support statement which addresses any prescribed selection criteria and details the nominee's involvement and contribution to the Company, football or the wider football community.
 - (e) The nomination is to be submitted to the nominees Chapter two (2) weeks prior to their management committee's meeting.
 - (f) A nomination for Honorary Life Membership will be accepted by the Chapter if 85% of the Chapter's management committee present at the meeting vote in favour of the nomination.
 - (g) If the nomination is rejected, the Chapter must notify the Member who made the nomination within 14 days.
 - (h) If the nomination is accepted by Chapter it is then referred to the Board who in its absolute discretion may certify the nomination.
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- (i) If the nomination is certified an award of Honorary Life Member will be made. The award or symbol of the award will be as determined by the Board from time to time.
- (j) If the nomination is not certified the Company Secretary must notify the Member who made the nomination within 14 days.

8 Financial Records

8.1 Keeping of Accounting and financial records

- (a) The Board must cause the Company to keep accounting and other financial and business records that explain the transactions and financial position of the Company, to enable true and fair profit and loss accounts and balance sheets to be prepared and to permit preparation of any other documents required by the Act or this Constitution.
- (b) The financial records must be kept:
 - (1) in such manner as to enable them to be conveniently and properly audited;
 - (2) for seven years after the completion of the transactions or operations to which they relate; and
 - (3) at the Company's registered office or at such other place as the Board's think fit.
- (c) The financial records must at all times be open to inspection by the Board.
- (d) The Board must ensure the relevant accounting and auditing requirements of the Act are duly complied with.
- (e) The Board must distribute to all Members at the end of each financial year, copies of the financial report including a copy of the auditor's report and any other documentation required under the Act.

8.2 Financial year and financial reports

- (a) The financial year of the Company commences on the first day of July and ends on the 30th day of June in the following calendar year.
 - (b) Prior to the end of each financial year, the Board must prepare, or caused to be prepared for the Board's consideration and adoption, a budget for the Company for the coming financial year by 30 May or by another date adopted by resolution of the Board.
 - (c) Each financial year, the Board must cause the Company to prepare a financial report and a Board's report in accordance with the Act.
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- (d) The financial report for each financial year must consist of:
- (1) the financial statements for the year;
 - (2) the notes to the financial statements; and
 - (3) the Board's declaration about the financial statements and the notes.
- (e) The financial statements for the year will consist of:
- (1) a profit and loss statement for the previous financial year of the Company;
 - (2) a balance sheet at the date to which the profit and loss account is made up;
 - (3) a statement of cash flows for the year; and
 - (4) if required by applicable accounting standards, a consolidated profit and loss statement, balance sheet and statement of cash flows.
- (f) The notes to the financial statements will consist of:
- (1) disclosures required by the Act and any applicable regulations;
 - (2) the notes required by applicable accounting standards (if any); and
 - (3) if required, any other information necessary to give a true and fair view of the financial position and performance of the Company.
- (g) The Board's declaration made pursuant to clause 8.2(d)(3) is a declaration by the Board:
- (1) that the financial statements, and the notes required by applicable accounting standards comply with those accounting standards;
 - (2) that the financial statements and the attached notes give a true and fair view of the financial position and performance of the Company;
 - (3) whether, in the Board's opinion, there are reasonable grounds to believe that the Company will be able to pay its debts as and when they become due and payable; and
 - (4) whether, in the Board's opinion, the financial statements and attached notes are in accordance with the Act.
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8.3 Banking of monies

All the monies of the Company are to be banked in the name of the Company in a bank account at such bank as the Board may from time to time direct.

8.4 Appointment of Auditor

The Board must cause the Company to appoint and retain a properly qualified Auditor to audit the Company's financial statements and whose duties will be regulated in accordance with the Act.

8.5 Inspection of financial records of the Company

- (a) The Board will, subject to any requirements of the Act, regulate the manner and extent to which the financial records and other documents of the Company will be open to public inspection or the inspection by Members other than Directors.
- (b) No Member, other than a Director, has the right to inspect any document of the Company except as provided by the Act (or other applicable laws) or as authorised by the Board.

9 General Meetings

9.1 Calling of meetings of Members by a Board

A Board may call a meeting of Members in accordance with Part 2G.2 of the Act.

9.2 Calling of meetings by Members

Members with at least 5% of the votes that may be cast at a General Meeting of the Company may call and arrange to hold a General Meeting in accordance with section 249F of the Act.

9.3 Calling of General Meetings by a Board when requested by Members

The Board must call and arrange to hold a General Meeting in accordance with section 249D (1) of the Act, on the request of:

- (a) Members with at least 5% of the votes that may be cast at a General Meeting; or
- (b) at least 100 Members who are entitled to vote at the General Meeting.

9.4 Failure of a Board to call General Meeting

Members with more than 50% of the votes of all Members who make a request under section 249D of the Act, may call and arrange to hold a General Meeting where the Board does not do so within 21 days after the request is given to the Company (in accordance with section 249E of the Act).

9.5 Calling of Meetings by the Court

The Court may order a meeting of Members to be called in accordance with section 249G of the Act if it is impracticable to call the meeting in any other way.

9.6 Amount of notice of meetings

- (a) Subject to the Act, at least 21 days notice must be given of a meeting of Members.
- (b) Subject to clause 9.6(c), the Company may call on shorter notice:
 - (1) an AGM, if all of the Members entitled to attend and vote at the AGM agree beforehand; and
 - (2) any other General Meeting, if Members with at least 95% of the votes that may be cast at the meeting agree beforehand.
- (c) At least 21 days notice must be given of a meeting of Members at which a resolution will be moved to remove or appoint Board Directors or remove an Auditor.

9.7 Notice of meetings of Members

- (a) Written notice of the meeting of Members must be given individually to each Member entitled to vote at the meeting and to each Director, Secretary and Auditor.
- (b) The Company may give the notice of meeting to a Member:
 - (1) personally, and is deemed to have been served when delivered;
 - (2) by sending it by post to the address of the Member in the register of Members or the alternative address (if any) nominated by the Member, and is deemed to have been served 3 days after the date of posting;
 - (3) by sending it to the fax number or electronic address (if any) nominated by the Member, and is deemed to have served the day after it is sent; or
 - (4) by any other means authorised by the Act.

9.8 Contents of notice of meeting

The notice of meeting must conform to the requirements of section 249L of the Act.

9.9 Meetings may be cancelled or postponed

The Directors may at any time after notice of a General Meeting has been given, postpone or cancel the General Meeting by giving notice to all persons entitled to receive notice of that General Meeting except that a meeting convened on the requisition of a member or members can only be cancelled with the consent of that member or those members.

9.10 Notice of adjourned meetings

When a meeting is adjourned, new notice of the resumed meeting must be given if the meeting is adjourned for one month or more.

9.11 Members' rights to put resolutions at a General Meeting

- (a) The Members may propose a resolution to be moved at a General Meeting only in accordance with the provisions of Division 4 of Part 2G.2 of the Act.
- (b) Only a Voting Member may seek to place an item of business or resolution (**Matter**) before a General Meeting. Any Voting Member who wishes to place a Matter before a General Meeting, must, at least 35 days before the next General Meeting, give the Board written notice of the Matter. The Board may determine in its absolute discretion whether to include the Matter as part of the business of the General Meeting.

9.12 Time and place for meetings of Members

A meeting of Members must be held at a reasonable time and place determined by the Board.

9.13 Technology

The Company may hold a meeting of its Members at two or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate.

10 Proceedings of Meetings

10.1 Business of General Meetings

- (a) The accidental omission to give Notice of a meeting to, or the non-receipt of Notice of a meeting by, any Member will not invalidate the proceedings at any meeting.
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- (b) The Chairperson of a General Meeting may refuse admission to, or require to leave and remain out of, the meeting any person:
- (1) in possession of any image or sound-recording or sound-recording device;
 - (2) in possession of an object considered by the Chairperson to be dangerous, offensive or liable to cause disruption;
 - (3) who refuses to produce or to permit examination of any object, or the contents of any object or container, in the person's possession;
 - (4) who behaves or threatens to behave in a dangerous, offensive or disruptive manner; or
 - (5) who is not:
 - (A) a Member or a proxy, or an attorney of a Member;
 - (B) a Director; or
 - (C) the auditor of the Company.
- (c) Except with the approval of the Board, with the permission of the Chairperson or pursuant to the Act, no person may move at any meeting either:
- (1) in regard to any special business of which notice has not been given under clause 9.7, any resolution or any amendment of a resolution; or
 - (2) any other resolution which does not constitute part of special business of which notice has been given under clause 9.7.
- (d) The auditors and their representative are entitled to attend and be heard on any part of the business of a meeting concerning an audit in their capacity as auditor. The auditors or their representative, if present at the meeting, may be questioned by the Members, as a whole, about the audit.

10.2 Quorum and decision-making

- (a) A quorum for a meeting is constituted by at least 3 of Members being present except if the Company at any time has only one Member or where a class of Members is constituted by one Member. No business may be transacted at any meeting except the election of a Chairperson and the adjournment of the meeting unless the requisite quorum is present at the commencement of the business. The quorum must be present at all times during the meeting.
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- (b) In determining whether a quorum is present, individuals attending as proxies are to be counted. If a Member has appointed more than one proxy or representative, only one of them is to be counted. If an individual is attending both as a Member and as a proxy or representative, they are to be counted only once.
- (c) Except where the Act requires a resolution to have a special majority, questions arising at a General Meeting must be decided by a majority of votes cast by the Members present at the meeting. Such a decision is for all purposes a decision of the Members.
- (d) Where the votes on a proposed resolution are equal:
 - (1) The Chairperson of the meeting has a casting vote in addition to any original vote he or she has had in relation to the proposed resolution;
 - (2) The Chairperson has discretion both as to whether or not to use the casting vote and as to the way in which it is used.

10.3 Adjournment in absence of quorum

- (a) A meeting that does not have a quorum present within 30 minutes after the time for the meeting set out in the notice of meeting is to be adjourned to a date, time and place as the Board specify.
- (b) If the Board does not specify one or more of those requirements, the meeting is to be adjourned to the same day in the next week, at the same time and same place.
- (c) If no quorum is present at the adjourned meeting within 30 minutes after the time for the meeting, the meeting is dissolved.

10.4 Chairing meetings of Members

- (a) The President of the Board is entitled to take the chair at every General Meeting.
- (b) If at any General Meeting:
 - (1) there is no President of the Board; or
 - (2) the President of the Board is not present at the specified time for holding the meeting; or
 - (3) the President of the Board is unwilling to act as Chairperson of the meeting,

the Directors present may choose another Director as Chairperson of the meeting and if no Director is present or if each of the Directors present are unwilling to act as Chairperson of the meeting, a Member

chosen by the Members present is entitled to take the chair at the meeting.

10.5 Acting Chairperson

If during any General Meeting the Chairperson acting pursuant to clause 10.4 is unwilling to act as Chairperson for any part of the proceedings, the Chairperson may withdraw as chair during the relevant part of the proceedings and may nominate any person:

- (a) who immediately before the General Meeting was a Director or
- (b) who has been nominated for election as a Director at the meeting to be acting Chairperson of the meeting during the relevant part of the proceedings. On conclusion the acting Chairperson is to withdraw and the Chairperson is to resume as chair of the meeting.

10.6 General conduct of meeting

- (a) Subject to the requirements of the Act, the conduct of each General Meeting of the Company and the procedures to be adopted at the meeting are determined by the Chairperson.
- (b) The Chairperson may, as considered necessary for the proper conduct of the meeting, demand the cessation of debate or discussion on any business, question, motion or resolution being considered by the meeting and require the business, question, motion or resolution to be put to a vote of the Members present.
- (c) The Chairperson may require the adoption of any procedure that, in the Chairperson's opinion, is necessary or desirable for the proper and orderly casting or recording of votes at any General Meeting of the Company, whether on a show of hands or on a poll.

10.7 Adjournment

- (a) Subject to the provisions of clause 10.7(d), the Chairperson may at any time during the course of the meeting adjourn any business, motion, question, resolution, debate or discussion either to a later time at the same meeting or to an adjourned meeting.
 - (b) Subject to the provisions of clause 10.7(d), if the Chairperson exercises a right of adjournment of a meeting pursuant to clause 10.7(a), the Chairperson has the discretion to decide whether to seek the approval of the Members present to the adjournment. Unless the Chairperson exercises that discretion, no votes regarding the adjournment can be taken by the Members present.
 - (c) No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
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- (d) The Chairperson must adjourn the meeting if the Members present with a majority of votes at the meeting agree or direct that the Chairperson must do so.

10.8 Voting

- (a) Subject to any rights or restrictions attached to any class of Member, at a meeting of Members:
 - (1) on a show of hands each Voting Member has one vote; and
 - (2) on a poll, each Voting Member has one vote.
- (b) A challenge to a right to vote at a meeting of Members:
 - (1) may only be made at the meeting; and
 - (2) must be determined by the Chairperson whose decision is final.
- (c) Each question submitted to a General Meeting is to be decided in the first instance by a show of hands of the Voting Members present and entitled to vote. Subject to paragraph (b) of this clause, in the case of equal votes, the Chairperson has, both on a show of hands and at a poll, a casting vote in addition to the vote or votes to which the Chairperson may be entitled as:
 - (1) a Voting Member;
 - (2) a proxy; or
 - (3) an attorney of a Voting Member.
- (d) On a show of hands, where the Chairperson has 2 or more appointments that specify different ways to vote on a resolution, the Chairperson cannot vote but has a casting vote in the case of an equality of votes cast by Voting Members.

10.9 Declaration of vote on a show of hands; when poll demanded

- (a) At any meeting, unless a poll is demanded, a declaration by the Chairperson that a resolution has been passed or lost, having regard to the majority required, and an entry to that effect in the minute book signed by the Chairperson for that or the next succeeding meeting, is conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.
 - (b) A poll may be demanded:
 - (1) before a vote is taken;
 - (2) before the voting results on a show of hands are declared; or
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- (3) immediately after the voting results on a show of hands are declared.
- (c) A poll may be demanded by:
 - (1) the Chairperson;
 - (2) at least 2 Voting Members present entitled to vote on the resolution.
- (d) No poll may be demanded on the election of a Chairperson of a meeting or the adjournment of a meeting.

10.10 Taking a poll

If a poll is demanded as provided in clause 10.9(b), it is to be taken in the manner and at the time and place as the Chairperson directs, and the result of the poll is deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn. In the case of any dispute as to the admission or rejection of a vote, the Chairperson's determination in respect of the dispute made in good faith is final.

10.11 Continuation of business

A demand for a poll does not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded. A poll demanded on any question of adjournment is to be taken at the meeting immediately and without adjournment.

10.12 Circular resolutions of members

Subject to the Act, and except in the case of a resolution to remove an auditor, the Company may pass a resolution without a general meeting being held if all the members 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.

10.13 Circular resolutions on separate documents

Separate copies of a document referred to in rule 10.12 may be used for signing by members if the wording of the resolution and statement is identical in each copy.

10.14 Special meetings

All the provisions of these clauses as to General Meetings apply to any special meeting of any class of Members that may be held pursuant to the operation of this Constitution or the Act.

11 Votes of Members

11.1 Voting rights

- (a) The entitlement of Members to vote on a show of hands and on a poll is as follows:
 - (1) Subject to clause 7.6 of this Constitution, every ordinary Member has the right to one vote;
 - (2) the voting rights of other classes of Members is as determined by the Board.
- (b) A Member whose annual subscription is more than one month in arrears or paid in accordance with a schedule approved by the Board, at the date of the General Meeting, is not entitled to vote at that meeting.
- (c) Subject to clause 11.1(d), where a person is entitled to vote in more than one capacity, that person is entitled only to one vote on a show of hands; and
- (d) If the person appointed as proxy has 2 or more appointments that specify different ways to vote on the resolution, the proxy must not vote on a show of hands.

11.2 Appointment of proxies

- (a) Any Voting Member entitled to attend and cast a vote at a General Meeting may appoint a proxy to attend and cast a vote at that meeting.
- (b) A proxy must be a Voting Member of the Company who is entitled in their own right to vote at a General Meeting of the Company.
- (c) A proxy or representative appointed under this clause 11.2 must be appointed in the manner set out in, and has the rights set out in, Division 6 of Part 2G.2 of the Act.

11.3 Validity of vote

A proxy is not revoked by the principal attending and taking part in the meeting, unless the principal actually votes at the meeting on the resolution for which the proxy is proposed to be used.

11.4 Form and execution of instrument of proxy

- (a) Unless the Company otherwise determines, an instrument appointing a proxy is:
 - (1) required to be in writing signed by the appointor or the attorney of the appointor or, if the appointor is a corporation, under its Seal or signed by a duly authorised officer.
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- (2) deemed to include the right to demand or join in demanding a poll and (except to the extent to which the proxy is specifically directed to vote for or against any proposal) the power to act generally at the meeting for the person giving the proxy.
- (3) valid for any adjournment of the meeting, as well as for the meeting to which it relates. Any signed proxy that is incomplete may be completed by the Secretary on authority from the Board and as permitted by the Act. The Board may authorise completion of the proxy by the insertion of the Director's name as the person in whose favour the proxy is given provided that the Director is also entitled to vote at the General Meeting as required by clause 11.2(b).
- (4) not valid after the expiration of 12 months after the date of its execution, except where a Member may deposit at the Office an instrument duly stamped (if necessary) appointing a proxy and the appointment is valid for all or any stipulated meetings of the Company until revocation.

11.5 Attorneys of members

Any Member may, by duly executed power of attorney, appoint an attorney to act on the Member's behalf at all or certain specified meetings of the Company. Before the attorney is entitled to act under the power of attorney, the power of attorney or proof of the power of attorney to the satisfaction of the Board must be produced for inspection at the Office or any other place the Board may determine from time to time together, in each case, with evidence of the due execution of the power of attorney as required by the Board. The attorney may be authorised to appoint a proxy for the Member granting the power of attorney.

12 AGMs

12.1 Holding of AGM

- (a) The Board must cause the Company to hold an AGM within 18 months after its registration.
 - (b) The Board must cause the Company to hold an AGM at least once in each calendar year and within five months after the end of its financial year.
 - (c) An AGM is to be held in addition to any other meetings held by the Company in a year.
 - (d) If the Company only has one Member, it is not required to hold an AGM.
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12.2 Extension of time for AGM

The Company may lodge an application with ASIC to extend the period within which it is required to hold the AGM in accordance with section 250P of the Act.

12.3 Consideration of Reports at AGM

The Board must lay before an AGM:

- (a) the financial report;
- (b) the Board's report; and
- (c) the Auditor's report,

for the last financial year that ended before the AGM completed in accordance with the requirements of Part 2M.3 of Chapter 2M of the Act.

12.4 Business of the AGM

The business of the AGM may include any of the following, even if not referred to in the notice of meeting:

- (a) the consideration of the annual financial report, Board's report and Auditor's report;
- (b) the election of Directors;
- (c) the appointment of the Auditor; and
- (d) the fixing of the Auditor's remuneration.

12.5 Questions by Members of the Company

The Chairperson of the AGM must allow a reasonable opportunity for the Members as a whole at the meeting to ask questions about or make comments on the management of the Company.

12.6 Questions by Members of Auditors

If the Auditor or their representative is at the AGM, the Chairperson must allow a reasonable opportunity for the Members as a whole at the meeting to ask the Auditor or their representative questions relevant to the conduct of the audit and the preparation and content of the Auditor's report.

12.7 Auditor's right to be heard at meetings of Members

- (a) The Auditor is entitled to attend and be heard at meetings of Members.
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- (b) The Auditor is entitled to be heard at the meeting on any part of the business of the meeting that concerns the Auditor in their capacity as Auditor.
- (c) The Auditor is entitled to be heard even if:
 - (1) the Auditor retires at the meetings; or
 - (2) the meeting passes a resolution to remove the Auditor from office.
- (d) The Auditor may authorise a person in writing as their representative for the purpose of attending and speaking at any General Meeting.

13 The Board

13.1 Deeming provisions

The Directors of Men of Football Incorporated prior to the transfer of registration of the association to a company under the Act will be deemed Directors of the Company from the date of registration with ASIC, subject to this Constitution. For the purposes of clause 13.4 their term in office will be determined with reference to their original date of appointment.

13.2 Members of the Board

- (a) The Board must comprise a minimum of three (3) Directors and a maximum of seven (7) Directors, comprising:
 - (1) The President;
 - (2) Vice President;
 - (3) The Treasurer; and
 - (4) The Secretary.
 - (b) The Board shall be comprised of a majority of Responsible Persons who are residents of Australia and who fall within one (1) or more of the following categories:
 - (1) a former or sitting Judge or Magistrate;
 - (2) persons holding public or elected office, including Mayors, Town Clerks, Councillors and Members of Parliament;
 - (3) a Barrister or Solicitor, Registered Medical Practitioner, Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the Institute of Public Accountants, or other person belonging
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- to a professional body which has a code of ethics and rules of conduct;
- (4) a person officially charged with spiritual functions by a church, including members of the Clergy;
 - (5) a Justice of the Peace;
 - (6) a Commissioner for taking affidavits;
 - (7) a person who has received formal recognition from government for services to the community (AO, OBE etc);
 - (8) trustees or Board members of a not-for-profit school or college;
 - (9) teachers in senior positions such as Chancellors, Vice-Chancellors, School Principals, Senior Academics (Professors, Deans, Principal lecturers, as well as appointments made by Chancellors);
 - (10) a person known to a broad section of the community because he or she performs a public function (i.e. such as appointments made by Government ministers); and
 - (11) any other person whose appointment is approved by the Commissioner of Taxation or a Deputy Commissioner of Taxation.

13.3 Obligations and duties of Directors

Each Director (including the President, Vice President, the Treasurer and Secretary) is subject to, and must comply with, the requirements, obligations and duties imposed on Boards under the Act, this Constitution, the Company's Code of Conduct and at common law.

13.4 Term and Election of the Board

- (a) Directors elected by an Annual General Meeting shall take office at the conclusion of the Annual General Meeting and may, subject to clause 15, remain in office for a period of two (2) consecutive years.
 - (b) A Member may seek re-election to the Board at the conclusion of their term in office.
 - (c) Any 2 Voting Members (or if there is only one Voting Member, that Voting member) may nominate any eligible person to serve as a Director.
 - (d) No person is eligible for election to the Board at any AGM (or any General Meeting of the Company) unless the person, or a Member intending to nominate the person, has given notice in writing for the nomination and, for the validity of the nomination where there is more
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than 1 Voting Member, has sought the endorsement of a seconder. For validity, the notice is also required to be left at the Company's registered office not less than 25 days, and not more than 35 days, before the meeting.

- (e) A list of the candidates' names in alphabetical order with the proposers' and, where applicable, seconds' names are to be forwarded to all Members of the Company at least 7 days immediately preceding the day of the AGM at which the election is to take place.
- (f) Each Member present at the AGM is entitled to vote for any number of such candidates not exceeding the number of vacancies.
- (g) Where there are an insufficient number of candidates nominated, the Board must fill the remaining vacancy or vacancies as set out in clause 13.6.

13.5 Qualification for membership of the Board

- (a) A Director must be a paid up member of the Company;
- (b) All Directors are required to be natural persons at least 18 years of age;
- (c) The Auditor is ineligible to be elected or appointed as a Director; and
- (d) An employee of the Company is ineligible to be elected or appointed as a Director.

13.6 Casual vacancies

- (a) The Board has the power at any time and from time to time to appoint a qualified person as a Director either to fill a casual vacancy among the Board or as an addition to the existing members. However, the total number of Directors may not at any time exceed the number fixed in accordance with this Constitution.
 - (b) Any person appointed under this clause 13.6 holds office until the next General Meeting when an election will be held to fill the vacancy. However, such person is not to be taken into account in determining the number of Directors who are to retire by rotation at the meeting. Any person appointed under this clause is eligible for election at that General Meeting.
 - (c) The Members in General Meeting may by ordinary resolution elect a qualified person as a Director. However, the total number of Directors may not at any time exceed the number fixed in accordance with this Constitution.
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14 President and Treasurer

14.1 Appointment to office

- (a) Subject to clause 14.1(b), the President, Vice President and Treasurer:
- (1) must be a Director elected at the AGM;
 - (2) appointed by resolution of the Board at the first Board meeting after any AGM; and
 - (3) subject to this Constitution, will have functions and duties as may be determined by the Board from time to time.
- (b) The President, Vice President and Treasurer continue to hold office until the earlier of:
- (1) their resignation from that office in accordance with clause 16.1;
 - (2) their removal from that office in accordance with clause 16.2;
 - (3) their office as Director becoming vacant in accordance with this Constitution or he or she resigns or is removed from that office; or
 - (4) the date of the first Board meeting after the first anniversary of their appointment to that office.
- (c) The Board has the sole power at any time to appoint any Director as President, Vice President and Treasurer and to remove any Director appointed under this Constitution from any of those offices, but not from the office of Director.

15 Secretary

15.1 Appointment

The Board must appoint a Secretary in accordance with Part 2D.4 the Act.

15.2 Terms and conditions of office

The Secretary holds office on such terms and conditions in relation to remuneration and otherwise as the Board determines.

16 Resignation and Removal

16.1 Resignation

- (a) Any Director may resign from the Board by notice in writing delivered to the Secretary.
- (b) Resignation takes effect at the time when such notice is received by the Secretary unless some later time and date is specified in the notice as the effective time and date.

16.2 Removal

- (a) A Director may be removed from office by ordinary resolution of the Members at a General Meeting of the Company convened for that purpose. At any such General Meeting the Director concerned must be given the opportunity to fully present their case as to why they should not be removed either orally or in writing or partly by either or both of these means.
- (b) A Director who ceases to be a Director under clause 16.2(a) of this clause retains office until the dissolution or adjournment of the General Meeting at which the Director is removed.

16.3 Disqualification

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

- (a) becomes an employee of the Company;
- (b) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (c) becomes insolvent or under any form of insolvent administration;
- (d) becomes a bankrupt under the Bankruptcy Act;
- (e) dies; or
- (f) fails to attend 3 consecutive meetings of the Board without the prior approval of the Board.

A Director who vacates office pursuant to this clause is not to be taken into account in determining the number of Directors who are to retire by rotation at any AGM.

17 Exercise of Voting Power

17.1 Exercise of voting power in other corporations

- (a) The Board may exercise the voting power conferred by the shares in any corporation held or owned by the Company as the Board thinks fit (including the exercise of the voting power in favour of any resolution appointing the Directors or any of them directors of that corporation).
- (b) A Director may vote in favour of the exercise of voting rights in a company notwithstanding that the Director may be about to be appointed a Board member of that other company and may be interested in the exercise of those voting rights.

18 Board Proceedings

18.1 Procedures relating to Board meetings, including quorum

- (a) The Board may meet together, upon each Director being given reasonable notice, for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit.
- (b) Until otherwise determined by the Board, 2 Directors form a quorum. The quorum must be present at all times during the meeting.
- (c) Notice is required to be provided to Directors in accordance with clause 25.

18.2 Meetings by telephone or other means of communication

The Board may meet either in person or by telephone or by other means of communication consented to by all Directors subject to the right of a Director to withdraw their consent within a reasonable period before a meeting. A meeting conducted by telephone or other means of communication is deemed to be held at the place agreed upon by the Directors attending the meeting, provided that at least one of the members present at the meeting is at that place for the duration of the meeting.

18.3 Votes at meetings

Questions raised at any Board meeting are decided by a majority of votes. The Chairperson of the Board meeting may, in addition to a deliberative vote, have a second or casting vote in the event of an equality of votes.

18.4 Convening of meetings

The Board may at any time, and the Secretary, upon the request of any one Director, must convene a Board meeting upon reasonable notice individually to each other Director.

18.5 Chairperson

The President must be willing and able to preside as chair at all meetings of the Board and if:

- (a) there is no President appointed;
- (b) the President is not present within 15 minutes after the time appointed for the meeting; or
- (c) the President is unable or unwilling to preside,

then a Director, appointed by the meeting, must act as Chairperson of the meeting.

18.6 Powers of meetings

A Board meeting or any adjournment of a meeting at which a quorum is present is competent to exercise any of the authorities, powers and discretions for the time being vested in or exercisable by the Board.

18.7 Delegation of powers to Committees

The Board may, subject to the constraints imposed by law, delegate any of its powers to Committees consisting of one or more Directors or any other person or persons as the Board thinks fit. Any Committee formed or person or persons appointed to the Committee must, in the exercise of the powers delegated, conform to any regulations that may from time to time be imposed by the Board. A delegate of the Board may be authorised by the Board to sub delegate any of the powers it has vested in the delegate.

18.8 Proceedings of Committees

- (a) The meetings and proceedings of any Committee are to be governed by the provisions of these clauses for regulating the meetings and proceedings of the Board so far as they are applicable and are not superseded by any regulations made by the Board under clause 18.7.
- (b) A Committee in the exercise of the duties delegated or assigned to it must conform to any regulations, directions or instructions that may be imposed or given by the Board.
- (c) A Committee appointed by the Board is under the control and direction of the Board and has no direct part or power in the management of the Company.

18.9 Validity of acts

- (a) All acts done at any Board meeting or by a Committee or by any person acting as a Director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any of the members or the Committee or the person acting as a Director or that
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any of them were disqualified, as valid as if every person had been duly appointed and was qualified and continued to be a Director or a Committee member.

- (b) If the number of Directors is reduced below the minimum number fixed pursuant to this Constitution, the continuing Directors may act for the purpose of increasing the number of Directors to that number or of calling a General Meeting of the Company but for no other purpose.

18.10 Written resolutions

- (a) A written resolution of which notice has been given to all Directors and signed by a majority of such members entitled to vote on the resolution, is as valid and effectual as if it was passed at a Board meeting. The written resolution may consist of several documents in the same form each signed by one or more of the Directors.
- (b) A facsimile transmission or other document produced by mechanical or electronic means under the name of a Director with the member's authority is deemed to be a document in writing signed by that member. Any resolution made pursuant to this clause is passed when the last Director signs it.

19 Powers of the Board

19.1 General powers of the Board

- (a) The management and control of the business and affairs of the Company are vested in the Board, which (in addition to the powers and authorities conferred upon them by this Constitution) may exercise all powers and do all things as are within the power of the Company.
 - (b) The Board may make, amend or rescind such regulations consistent with the Constitution, as considered by the Board to be necessary for:
 - (1) the proper control, administration and management of the Company's finances, affairs and property or
 - (2) the convenience, comfort and well-being of the Members (including the terms of entry of Members to the Company's premises and any event or function sponsored, promoted, facilitated or conducted by the Company).
 - (c) Regulations made by the Board may be disallowed by the Company in a later General Meeting.
 - (d) A resolution or regulation made by the Company in a General Meeting cannot invalidate prior acts of the Board which would have been valid if that resolution or regulation had not been passed or made.
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19.2 Director contracting with the Company

- (a) Irrespective of whether a person holds office as a Director or has a fiduciary relationship as a result of holding office, the Director may:
 - (1) hold any office or place of profit (other than that of auditor) in the Company;
 - (2) enter into any arrangement, contract or dealing with the Company in any capacity, and any existing arrangement, contract or dealing entered into by or on behalf of the Company in which a Director is any way interested is not avoided or vitiated; or
- (b) Neither the holding of office nor the fiduciary responsibility which arises from it, renders any Director or any corporation of which a Director is an officer or member or in any way interested or any partnership of which a Director is a member or in any way interested liable to account for any profit arising out of the holding of any such office or place of profit or any such arrangement, contract or dealing.
- (c) The Director must disclose the nature of any interest, direct or indirect, at the Board meeting at which the arrangement, contract or dealing is determined by the Board, or, in any other case, at the Board meeting next following the acquisition of the relevant interest.
- (d) Subject to the Act, a Director who has an existing or future interest in any arrangement, contract or dealing referred to in this clause 19.2(a) may vote in respect of the matter at a Board meeting and may be counted in a quorum present at such meeting.
- (e) A Director may affix or attest the affixing of the Seal to any instrument or sign or execute any document irrespective of any interest that the Director has in the subject matter of that instrument or document, or any other office or place of profit held by such Director.
- (f) All acts done by members at Board meetings or Committee will be valid as if every such person had been duly appointed and was qualified to be a Director or subcommittee, irrespective of any defect in the appointment of such member or disqualification.

19.3 Appointment of Patron

- (a) Distinguished individuals of the highest personal and professional integrity may be appointed by Board resolution to the position of Patron of the Company.
 - (b) In a manner agreed between the Patron and the Company, a Patron must take an interest in the objects and affairs of the Company, be available to represent the Company at events at the invitation of the
-

Board, and promote the objects of the Company and its good standing in the public sphere.

- (c) A Patron shall cease to hold such position upon resignation, by resolution of the Board, or on the expiry of a period of five (5) years from the date of appointment. A Patron may be reappointed by the Board following the expiry of a Patron's five (5) year term.
- (d) There will be no more than two (2) Patrons of the Company at any one time.
- (e) A Patron may be a member of the Company and may serve concurrently as a Director of the Company.
- (f) A Patron shall not be entitled to remuneration for performing such position for the Company, but may seek reasonable costs as specified in clause 21 of this Constitution.
- (g) A Patron may not act in a manner that may adversely impact on the good standing of the Company and/or impede the achievement of its purposes.

20 Other Salaried Officers

20.1 Officers and employees

- (a) The Board has the power to appoint officers and employees at any time on such terms as it thinks fit and may, subject to conditions of the employment of such officers and employees, dispense with their services and appoint other officers and employees.

20.2 Chief Executive Officer

- (a) The Board may appoint and/or employ a Chief Executive Officer to implement the decisions of the Board subject to the following:
 - (1) He or she may not be a member of the Company.
 - (2) He or she may be permitted to attend Board meetings by resolution of the Board and at the Board's invitation.
 - (3) Before his or her appointment as chief executive officer, the appointee must agree to be bound by this Constitution even though he or she is not a member and comply with any directions, regulations, rules or codes adopted by the Company.
 - (4) Subject to clause 20.2(a)(5) of this Constitution, the terms governing the appointment, remuneration, powers and duties of the Chief Executive Officer will be determined from time to time by the Board. They may also impose any limitations on
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the exercise of those powers, and may withdraw or alter the powers they have conferred.

- (5) The Board may not give to the Chief Executive Officer the following powers: to borrow, to divest assets of the Company, delegate functions of the Company to another company, or enter into joint ventures or other similar business associations.
- (6) The Chief Executive Officer should be absent from any meeting of the Board during such time as any vote is taken concerning the remuneration, powers or duties of the Chief Executive Officer, and may be required (at the direction of the Chairperson of the meeting or by resolution of the meeting) to leave any meeting of the Board during such time as the remuneration or duties of the Executive Officer is discussed.
- (7) No power or authority delegated to the Chief Executive Officer shall relieve the Board or the Company of its obligations under the Act or any other applicable laws or regulations.

21 Payment of costs

The Board may, out of the funds of the Company, pay all reasonable costs and expenses which any Officer or a Patron of the Company incurs or will incur under any contract entered, or as a result of an act or thing done by them within the scope of their role as an Officer or as a Patron, which was reasonably necessary to undertake for the discharge of their duties.

22 Local Chapters

22.1 Deeming provisions

The Local Chapters and their elected committee members of Men of Football Incorporated prior to the transfer of registration of the association to a company under the Act will be deemed Local Chapters and elected committee members of the Company from the date of registration with ASIC, subject to this Constitution and the Chapter Procedures Manual.

22.2 Appointment of local Chapters

Local Chapters are not legal entities and will operate as committees of the Company, in accordance with clauses 18.7 and 18.8 of this Constitution and the Chapter Procedures Manual.

22.3 Appointment of Chapter Patron

- (a) Distinguished individuals of the highest personal and professional integrity may be appointed by the Chapter to the position of Patron of the Chapter.
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- (b) In a manner agreed between the Patron and the Chapter, a Patron must take an interest in the objects and affairs of the Chapter, be available to represent the Chapter at events at the invitation of the Chapter, and promote the objects of the Chapter and the Company and its good standing in the public sphere.
- (c) A Patron shall cease to hold such position upon resignation, by resolution of the Chapter's management committee, or on the expiry of a period of five (5) years from the date of appointment. A Patron may be reappointed by the Chapter following the expiry of a Patron's five (5) year term.
- (d) There will be no more than two (2) Patrons of the Chapter at any one time.
- (e) A Patron may be a member of the Company and may serve concurrently as a Director of the Company.
- (f) A Patron shall not be entitled to remuneration for performing such position for the Chapter, but may seek reasonable costs as specified in clause 21 of this Constitution.
- (g) A Patron may not act in a manner that may adversely impact on the good standing of the Chapter or the Company and/or impede the achievement of its purposes.

23 The Seal

23.1 Company Seal is optional

The Company may have a Seal.

23.2 Affixing the Seal

- (a) If the Company has a Seal, the Board is to provide for its safe custody and it should only be used with the Board's authority.
 - (b) Every instrument to which the Seal is affixed is to be signed by a Director and countersigned by the Secretary, a second Director, or another person appointed by the Board for the purpose.
 - (c) The Board may determine either generally or in any particular case that a signature may be affixed by a mechanical means specified in the determination.
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23.3 Execution of documents without a Seal

The Company may execute a document, including a deed, by having the document signed by:

- (a) 2 Directors; or
- (b) a Director and the Secretary; and

if the Company executes a deed, the document is to be expressed to be executed as a deed and be executed in accordance with the appropriate procedures set out in this clause or as required by law.

24 Minutes and Access

24.1 Company must maintain minute books

- (a) The Board must cause the Company to keep minute books in which it records within one month:
 - (1) proceedings and resolutions of Members' meetings;
 - (2) proceedings and resolutions of Board and committee meetings (together with the names of the Directors present at each meeting of the Company, the Board and of any Committees);
 - (3) resolutions passed by Members without a meeting; and
 - (4) resolutions passed by Board without a meeting.
- (b) The Company must ensure that the minutes of a meeting are signed by the Chairperson of the meeting or the Chairperson of the next meeting within a reasonable time after the meeting. The minutes of any Board meeting or of any Committee or of the Company, if purporting to be signed by the Chairperson of the meeting or by the Chairperson of the next succeeding meeting are prima facie evidence of the matters stated in the minutes.
- (c) The Company must ensure that any minutes which record the passing of a resolution without a meeting are signed by a Director within a reasonable time after the resolution is passed.

24.2 Access to minutes

Members are entitled to gain access to the minute book of meetings of Members in accordance with the Act.

25 Notices

25.1 Service of notices

A notice may be given by the Company to a Member, or in the case of joint holders to the Member whose name stands first in the Register, in any of the formats described in clause 9.7(c).

25.2 Provision of period of notice

The deemed date of service for notice is as set out in clause 9.7(c). Where a given number of days' notice is required to be provided, the day of service is not included in the calculation of the number of days.

25.3 Service on deceased Members

A notice delivered to the Registered address of a Member pursuant to this Constitution is deemed to have been duly served and the service is for all purposes deemed to be sufficient service of the notice or document on the Member's heirs, executors or administrators (notwithstanding that the Member is then dead and whether or not the Company has notice of the Member's death).

26 Indemnity

26.1 Extent of indemnity

- (a) Subject to Part 2D.2 of the Act, a person who is or has been an Officer or Auditor of the Company is indemnified by the Company against any liability to another person (other than the Company or a related body corporate of the Company as defined in the Act) incurred in that person's capacity as an Officer unless the liability:
 - (1) arises out of conduct involving a lack of good faith; or
 - (2) is for a pecuniary penalty order or composition order under Part 9.4B of the Act.
 - (b) The Company is required to indemnify an Officer or Auditor against a liability for costs and expenses (including, without limitation, legal expenses on a full indemnity basis) incurred by the Officer:
 - (1) in defending proceedings, whether civil or criminal, in which:
 - (A) judgment is given in favour of the Officer; or
 - (B) the Officer is acquitted; or
 - (2) in connection with an application, in relation to proceedings under clause 26.1(b)(1), in which a court grants relief to the Officer under the Act,
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subject to an obligation that the Officer repays to the Company the expenses advanced by the Company if:

- (3) judgment is not given in the Officer's favour;
 - (4) the Officer is not acquitted;
 - (5) a court subsequently determines that the indemnification is not permitted; or
 - (6) the indemnification is not permitted by the Act.
- (c) For the purposes of this clause, the Company has the burden of proving that the Officer to be indemnified is not entitled to the requested indemnification.
- (d) The indemnification rights in this clause constitute a contract between the relevant parties seeking indemnification and the Company and continue to have effect following the rescission or restrictive modification of the clause with respect to events occurring prior to the rescission or modification of the clause.

26.2 Limit of indemnity

Subject to the provisions of the Act, an Officer of the Company is not liable for:

- (a) the acts, receipts, neglect or defaults of any other Officer;
 - (b) joining in any receipt or other act of conformity or for any loss or expense happening to the Company through:
 - (1) the insufficiency or deficiency of title to any property acquired by order of the Officers for or on behalf of the Company; or
 - (2) the insufficiency or deficiency of any security in or upon which any of the moneys of the Company are invested;
 - (c) any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, Securities or effects are deposited;
 - (d) any loss occasioned by any error of judgment or oversight on the Officer's part; or
 - (e) any other loss, damage or misfortune which occurs in the execution of the Officer's duties unless the loss, damage or misfortune occurred through the Officer's own dishonesty.
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26.3 Contract of insurance

- (a) Subject to law, the Company may purchase and maintain a contract of Insurance for any person who is or has been an Officer or Auditor, against:
- (1) any liability incurred by the Officer which does not arise out of conduct involving a wilful breach of duty in relation to the Company or a contravention of sections 182 or 183 of the Act; or
 - (2) any liability for costs and expenses incurred by that person in defending proceedings relating to that person's position with the Company, whether civil or criminal and whatever their outcome.
- (b) The Company may purchase and maintain a contract of Insurance for the benefit an employee of the Company who is not an Officer or Auditor concerned in the management of the Company.

26.4 Personal liability of Officer

If the Board, a Director, or any officer of the Company becomes personally liable for the payment of any sum primarily due from the Company, the Board may execute a charge or security over all or part of the Company assets as an indemnity for any loss incurred by the person as a result of the liability.

27 Gift Fund**27.1 Establishment of a Gift Fund**

- (a) The Company may establish a Gift Fund by maintaining a separate bank account for Deductible Contributions made to the Company.
- (b) Upon establishment:
- (1) Deductible Contributions will be deposited into the Gift Fund and will be kept separate from other funds of the Company and will only be used for the purposes of the Company.
 - (2) Deductible Contributions in the Gift Fund and income earned from those funds will be administered by the Board and utilised exclusively for the furtherance of the Company's purposes.
 - (3) No funds or assets of the Gift Fund will be distributed to Members or Officers of the Company, except as specified in clauses 4.2(e) (3) and 21 of this Constitution.
 - (4) Receipts for gifts to the Company's Gift Fund will state:
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- (A) the name of the Company and that the receipt is for a gift made to the Company;
 - (B) the ABN of the Company;
 - (C) the fact that the receipt is for a gift; and
 - (D) any other matter required to be included in the receipt pursuant to the requirements of the ITAA 97.
- (5) The Gift Fund is subject to clause 4.3 of this Constitution with respect to the winding up of the Company.
- (6) To avoid any doubt, the Gift Fund is a component of the Company's finances and is not a separate instrument, entity or structure to the Company.

28 Confidentiality

28.1 Maintain confidentiality

All Directors and Members must maintain the confidentiality of Company Information and must not disclose any Company Information to any person except:

- (a) with the prior written consent of the Board or the chief executive officer;
- (b) to the Board, the Company's employees and the professional advisors of the Company; and
- (c) if applicable, as required by law, after first consulting the Board about the form and content of the disclosure.

29 Media Authorisation and Conduct

- (a) No individual Director of the Company or any individual member of the Company may make media comment, issue media releases, participate in media interviews, or correspond with the media on behalf of the Company without the authorisation of the Board. This clause does not apply to the President of the Board or the chief executive officer.
 - (b) Without approval, as specified in clause 28(a) of this Constitution, an individual Director, or individual Member of the Company, may not hold out his or her views to be reflective of the views of the Company.
 - (c) The Board may issue directions, regulations, rules or codes in relation to media authorisation and conduct.
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30 Disputes and Mediation

The following grievance procedure applies to disputes under this Constitution between a Member and another Member, or a Member and the Company:

- (a) The parties to a 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 the parties;
 - (b) If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties must, within ten (10) days, hold a meeting in the presence of a mediator and, in good faith, attempt to settle the dispute;
 - (c) The mediator must:
 - (1) Be a person chosen by agreement between the parties; or
 - (2) Be a person appointed by the Company, if the dispute is between a Member and another Member, and the parties cannot agree on the mediator to be appointed; or
 - (3) Be a person who is an accredited mediator, if the dispute is between a Member and the Company, and the parties cannot agree on the mediator to be appointed;
 - (4) Give the parties to the mediation process every opportunity to be heard; and
 - (5) Allow due consideration by all parties of any written statement submitted by any party; and
 - (6) Ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
 - (d) A mediator can be a Member of the Company, but cannot act in this capacity if they are a party to the dispute;
 - (e) The mediator must not determine the dispute;
 - (f) If the mediation process does not result in the resolution of the dispute, the parties may seek to resolve the dispute otherwise at law.
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Appendix 1: Application for Membership



Membership Application Form

Surname	First Name	AKA
Street Address		
Suburb	State	Post Code
Contact Number		
Email Address		
Type of Membership Required		

Yearly membership is \$10
life membership is \$100

Payment methods:

Internet
Greater Building Society
BSB 637000
Account no.780075791
Your name in the description field.

Post

Cheques, made out to Men of Football, to PO Box 348, Cardiff. 2285

All communications regarding membership can be directed to Brett Gemmell
Mobile: 0402 819 923 Email: bgemmell62@gmail.com
For more information go to: <http://www.menoffootball.org.au/>

Membership Declaration

I apply for membership to Men of Football and in doing so acknowledge that Men of Football is a company limited by guarantee. I accept that in the event of Men of Football being wound up that I am liable to the amount of any unpaid membership fees and an additional amount of \$10 being the guarantee as specified the Men of Football Constitution.

Signature of Applicant

Date: / /20

Newcastle
 Level 7
 Sparke Helmore Building
 28 Honeysuckle Drive
 Newcastle NSW 2300
 PO Box 812
 Newcastle NSW 2300
 DX 7829 Newcastle
 Ph: +61 2 4924 7200
 Fax: +61 2 4924 7299

Our ref: KGM:BEA014/1

Adelaide 55 Currie Street Adelaide SA 5000 GPO Box 2573 Adelaide SA 5001 DX 220 Adelaide Ph: +61 8 8415 9800 Fax: +61 8 8211 6630	Brisbane Level 8 10 Eagle Street Brisbane QLD 4000 PO Box 10220 Brisbane QLD 4000 DX 302 Brisbane Ph: +61 7 3016 5000 Fax: +61 7 3211 7783	Canberra Level 4 Childers Square 14 Childers Street Canberra ACT 2600 GPO Box 2562 Canberra ACT 2601 DX 5676 Canberra Ph: +61 2 6263 6300 Fax: +61 2 6248 7522	Melbourne Level 40 Bourke Place 600 Bourke Street Melbourne VIC 3000 PO Box 82 Collins Street West Melbourne VIC 8007 DX 30959 Stock Exchange Ph: +61 3 9291 2333 Fax: +61 3 9291 2399	Newcastle Level 7 Sparke Helmore Building 28 Honeysuckle Drive Newcastle NSW 2300 PO Box 812 Newcastle NSW 2300 DX 7829 Newcastle Ph: +61 2 4924 7200 Fax: +61 2 4924 7299	Perth Level 11 Eastpoint Plaza 233 Adelaide Terrace Perth WA 6000 PO Box 5621 Perth WA 6831 DX 115 Perth Ph: +61 8 9288 8000 Fax: +61 8 9288 8099	Sydney Level 16 321 Kent Street Sydney NSW 2000 PO Box Q1164 QVB Post Office Sydney NSW 1230 DX 282 Sydney Ph: +61 2 9373 3555 Fax: +61 2 9373 3599	Upper Hunter 57 Brook Street Muswellbrook NSW 2333 PO Box 266 Muswellbrook NSW 2333 DX 7341 Muswellbrook Ph: +61 2 6542 4000 Fax: +61 2 6543 3607
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