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The Honourable Ruth Forrest MLC  
Chair  
Legislative Council  
Estimates Committee 'A'

Via: [jenny.mannering@parliament.tas.gov.au](mailto:jenny.mannering@parliament.tas.gov.au)

Dear Ms Forrest

### **APPROPRIATION BILL (No. 1) 2025**

Thank you for your letter dated 17 November 2025, requesting additional information following examination of my portfolio by the Legislative Council Select Budget Estimates Committee 'A'. Please find the requested information below for noting.

#### **Division 11 – DEPARTMENT OF STATE GROWTH**

##### **GRANTS AND SUBSIDIES**

**1. Please provide the updated Schedule 12 to show the renegotiated milestones and any other renegotiated aspects, including the Governance Protocol.**

Since the Club Funding and Development Agreement was entered into on 3 May 2023, the State, AFL and Club (the parties) have agreed to several minor variations.

These variations cover:

- Schedule 2 – the original Club Funding and Development Agreement included a place holder constitution for the Club. This was replaced with the actual constitution of the Club following the incorporation and formal registration of the Tasmania Devils (as the TFC AFL Limited)
- Schedule 11 – updated to simplify project governance arrangements for the Training and Administration Facility (TA Facility).
- Schedule 12 – minor variations to statutory approval milestones for the Macquarie Point Multipurpose Stadium and TA Facility. Noting the current Parliamentary schedule, a further variation is currently being finalised to ensure that the State can meet planning and budget related milestones.

Updated versions of Schedules 2, 11 and 12, incorporating the aforementioned variations, are provided at **Attachment 1**. Material changes have been highlighted for the Committee's reference.

**2. Please provide the architectural and engineering specifications and designs particularly with regard to the roof.**

The Stadium design is at an advanced stage and is 70 per cent through the detailed design process. As the architectural design overview demonstrates, this includes over 2,000 drawings and schedules as well over 1,700 pages of engineering technical specifications. These plans are to 1:100 for scale plans and 1:50 and 1:20 for typical construction system build-up details.

Layout and cross-sectional drawings of the stadium are currently available on the Macquarie Point Development Corporation's website.

These designs are available at <https://www.macpoint.com/showcase> under the 'Plans' tab.

Detailed structural design drawings of the stadium and roof cannot be made publicly available for reasons of:

- Safety – limiting access to detailed structural design drawings and details is necessary to minimise risk or impact of potential hostile attack; and
- Commercial sensitivity – to maintain probity for the upcoming procurement process through not sharing detailed information ahead of the process formally commencing.

**3. Provide a breakdown of the utilities component related to facilities costs under operating expenses**

Maintenance and utilities are included in the operating model as a year one expense of \$2.349 million. This includes an allocation for utilities of \$424,876 per annum.

**4. Please provide further information on the estimated amount of contaminated fill that will need to be removed from beneath the footprint of the Macquarie Point stadium.**

As the CEO of the Macquarie Point Development Corporation noted during the hearing, an estimated 130,000m<sup>3</sup> of contaminated historical fill will be excavated from the site.

Yours sincerely



Hon Eric Abetz MP  
**Treasurer**  
**Minister for Macquarie Point Urban Renewal**

**Attachments**

1. Club Funding and Development Agreement: Updated Schedules 2, 11 and 12.

## **Schedule 2. Constitution**

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# **Constitution of TFC AFL Limited**

## **ACN 667 652 333**

***Corporations Act 2001***

A public company limited by guarantee

# Constitution of TFC AFL Limited

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# Constitution of TFC AFL Limited

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## *Corporations Act 2001*

### A public company limited by guarantee

### TFC AFL Limited

#### Part 1 - Preliminary

## 1 Definitions and interpretation

### 1.1 Definitions

In this constitution, unless the contrary intention appears:

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

**AFL Licence Agreement** means the licence agreement between the AFL and the Club in respect of the participation of the Club in the AFL Men's Competition, which is subject to the satisfaction or waiver by the AFL of the Competition Commencement Conditions.

**AFL Commission** means the board of commissioners of the AFL.

**AFL Director** has the meaning given to that term in clause 25.1(b)(ii).

**AFL Member Circulating Resolution** has the meaning given in clause 13(b).

**AFL Men's Competition** means the premier men's Australian football competition conducted by the AFL (including any pre-season and finals fixtures conducted as part of that competition).

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

**AFLW Licence Agreement** means the licence agreement that may be entered into between the AFL and the Club in respect of the participation of the Club in the AFL Women's Competition.

**AFL Women's Competition** means the premier Women's football competition conducted by the AFL (including any pre-season and final fixtures conducted as part of that competition).

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

- (a) both the AFL Men's Competition and AFL Women's Competition; and
- (b) other events and things connected with the official football seasons.

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

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**Business Day** means any day except a Saturday or Sunday or public holiday in Tasmania.

**Chair** means the person appointed by the AFL to the office of chair of the Board in accordance with clause 37(a).

**Chief Executive Officer** means the person appointed by the Board in accordance with clause 28.1 to serve as chief executive officer of the Club.

**Club** means TFC AFL Limited.

**Competition Commencement** has the meaning given to that term in clause 8.4.

**Competition Commencement Date** has the meaning given to that term in clause 8.4.

**Competition Commencement Conditions** means each of the licence conditions as set out at clause 4 of the AFL Licence Agreement that must be satisfied or waived for the Club to have a right to field a team in the AFL Men's Competition.

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

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

**Establishment Phase** means the period from the date of adoption of this constitution by the Club up to but excluding the Competition Commencement Date.

**Executive Director** means the person appointed as the executive Director of the Club under clause 28.

**Financial Year** means the 12 months commencing on 1 November and ending on 31 October (or any other dates as the Board approves).

**Foundation Member** has the meaning given to that term in clause 8.3(a)(iii).

**Foundation Member Transition Period** has the meaning given to that term in clause 8.3(a)(iii)(C).

**Funding and Development Agreement** means the agreement entitled "Club Funding and Development Agreement" entered into by the AFL and the Tasmanian Government dated [#insert date#] which the Club has acceded to pursuant to a deed of accession dated on or around the date of the commencement of this constitution.

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

**Initial Directors** has the meaning given in clause 62(a).

**Junior Member** has the meaning given to that term in clause 8.6(c).

**Licence Agreement** means each of the AFL Licence Agreement and the AFLW Licence Agreement or either of them (as the context may require).

**Licensed Operations** means all matters of and incidental to the fielding of one or more teams by the Club in the Australian Football League pursuant to the Licence Agreement.

**Life Member** has the meaning given to that term in clause 8.6(a).

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**Member** means a person entered in the Register of Members as a member of the Club under clause 49.

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

**Membership Fees** means the Membership Fees determined in accordance with this constitution, as payable by a Member (other than the AFL and the Tasmanian Government):

- (a) in respect of each year they are or apply to become a Member of the Club; or
- (b) in the case of a Foundation Member during the Establishment Phase and the Foundation Member Transition Period, the fees determined by the Board,

including fines and penalties whether for late payment of fees or for any other matter in respect of which the Board considers fines or penalties should be imposed.

**Non-Paying Member** has the meaning given to that term in clause 8.6(f).

**Non-Voting Member** has the meaning given to that term in clause 8.6(e).

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

**Ordinary Member** has the meaning given to that term in clause 8.6(b), and, after the end of the Foundation Member Transition Period, includes all persons who are Foundation Members in accordance with clause 8.6(d).

**Past Member** means any person who was a Member at any time during the 12 months immediately preceding the commencement of the winding up of the Club in accordance with clause 7.

**Register of Members** means the register required under clause 49, and which contains the details of all current and past Members of the Club and such other details as are required by clause 49.

**Returning Officer** means the person or organisation serving as returning officer of the Club in accordance with clause 48.

**Secretary** means the person appointed in accordance with clause 45.

**Stadium** means the stadium that will be the home stadium of the Club.

**Tasmanian Government** means the Crown in Right of Tasmania acting through the Department of State Growth.

**TG Director** has the meaning given to that term in clause 25.1(b)(i).

**TG Member Circulating Resolution** has the meaning given in clause 13(e).

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

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**Virtual Meeting Technology** means any technology that allows a person to participate in a meeting without being physically present at the meeting.

**Voting Member** means:

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

## 1.2 Interpretation

- (a) In this constitution unless the contrary intention appears:
  - (i) person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
  - (ii) the singular includes the plural and vice versa;
  - (iii) the meaning of general words is not limited by specific examples introduced by 'includes', 'including', 'for example', 'such as' or similar expressions;
  - (iv) writing and written includes printing, typing and other modes of reproducing words in a visible form including, but not limited to, any representation of words in a physical document or in an electronic communication or form or otherwise;
  - (v) a reference to an agreement, document or instrument, including this constitution, includes all of its clauses, paragraphs, recitals, parts, schedules and annexures and includes the agreement, document or instrument as amended, varied, modified, novated, supplemented or replaced from time to time; and
  - (vi) a reference to an act includes every amendment, re-enactment or replacement of that act and any subordinate legislation made under that act, such as regulations, together with any statutory rectification, amendment or re-enactment in force, and a reference to any section, part or division is to that section, part or division as so defined, amended or re-enacted.
- (b) Subject to clause 1.2(c), this constitution is subject to the Corporations Act and where there is any inconsistency between a clause of this constitution and the Corporations Act, the Corporations Act prevails to the extent of the inconsistency.
- (c) To the maximum extent permitted by the Corporations Act, the provisions of the Corporations Act that apply as replaceable rules do not apply to the Club.

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## 2 Name

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

## 3 Status of the Club and this constitution

- (a) The Club is a public company limited by guarantee that has been granted the status of a 'Club' under the constitution of the AFL and in accordance with (and subject to) the AFL Licence Agreement.
- (b) The Club acknowledges the traditional owners of the country that the Club will operate on and recognise Aboriginal people's continuing connection to land, sea, waterways, sky and culture.
- (c) This constitution has the effect as a binding contract:
  - (i) between the Club and each Member;
  - (ii) between the Club and each Director, Secretary and other Officer of the Club; and
  - (iii) between each Member and each other Member.
- (d) The completion of a Membership Application by a Member constitutes the Member's agreement to be bound by this constitution and the policies and procedures of the Club so far as they relate to Members in accordance with clause 11(c).
- (e) For the avoidance of doubt, the AFL and Tasmanian Government are not required to complete a Membership Application at any time, but are deemed to have agreed at the time of adoption of this constitution by the Club to be bound by this constitution and the policies and procedures of the Club so far as they are applicable.

## 4 Home Ground

Subject always to clause 4(b) and applicable restrictions set out in the Licence Agreement (which includes the requirement that the AFL must approve any change to the Training and Administration Base and/or the Home Ground), the Board may:

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

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## 5 Objects and Powers of the Club

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

(a) **Football and sporting**

- (i) To develop, maintain and foster the ideals of the Club.
- (ii) To promote the playing of Australian Football throughout Australia, with a specific focus on developing and growing the game of Australian Football in the state of Tasmania.
- (iii) To conduct the Licensed Operations, including by maintaining, providing, supporting and controlling a team or teams of footballers in the Australian Football League and in any other Australian Football competition within Australia and, if considered appropriate by the Board and the AFL, in countries other than Australia.
- (iv) To enter into, manage and terminate (if necessary) employment contracts and relationships with applicable football personnel, including professional:
  - (A) footballers, to play in the Club's teams: and
  - (B) staff in relation to the Club's teams.
- (v) Subject to clause 4, to establish, rent, hire, acquire, own or enter into arrangements in relation to the use of grounds, equipment and other facilities necessary for the efficient and successful conduct of the Licensed Operations (including the Training and Administration Base and the Home Ground).
- (vi) To establish, promote or assist in establishing or promoting or to subscribe to or become a member of or amalgamate with:
  - (A) any club or association or league with objects similar either in whole or in part to those of the Club: or
  - (B) any club or association or league which may be beneficial to the Club,

provided that any amalgamation may only be made with a club, association or league that:

  - (C) restricts the distribution of income and property to the same, or to a greater extent, as the Club; and
  - (D) is not a club or team that competes in the Australian Football League, unless otherwise approved by the AFL in its discretion.
- (vii) To join and subscribe to the AFL and/or any other body having similar objectives.
- (viii) To co-operate with and otherwise assist the AFL (and/or any other body having similar objects) with a view to conducting the Licensed Operations and developing and growing the game of Australian Football.

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(b) **Social and facilities**

- (i) To purchase, lease or otherwise acquire from time to time such land, premises, buildings, part of a building or any personal or other property that the Club considers necessary for the conduct of the Licensed Operations and to construct, alter, add to or maintain that land, premises, buildings or other property for that same purpose.
- (ii) To sell, transfer, let, sub-let, mortgage, charge, pledge, dispose of or otherwise deal with (**Dispose**) the whole or any part of land, premises, building, part of a buildings or personal or other property that the Club has the legal right to Dispose of.
- (iii) To obtain and maintain any permits, licenses or other approvals that are required by law to enable the Club to:
  - (A) conduct the Licensed Operations; or
  - (B) develop, produce, store, sell, promote and advertise goods or services provided or distributed by the Club.
- (iv) To conduct such other business, undertaking or enterprise which is considered to directly or indirectly advance the interests of the Club, the Members, the conduct of the Licensed Operations and/or the game of Australian Football.

(c) **Administration**

- (i) To:
  - (A) enter into employment contracts and relationships with;
  - (B) dismiss and discipline; and
  - (C) pay, salaries, wages, bonuses, gratuities and pensions to, administrative personnel (including staff, secretaries or managers and other persons considered necessary or desirable for administering and managing the business of the Club and the Licensed Operations) in accordance with all applicable laws relating to the employment of persons.
- (ii) To:
  - (A) invest and generally deal with the moneys of the Club;
  - (B) lease, sell or otherwise deal with the assets (including real or personal property) of the Club;
  - (C) borrow or raise or secure the payment of money and finance for the Club;
  - (D) draw, make, accept, endorse, execute, discount and issue promissory notes, bills of exchange, debentures and other negotiable or transferable instruments; and

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- (E) give any guarantee for the payment of money or the performance of any obligation or undertaking and on behalf of the Club to give security over the property of the Club,

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

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

(d) **Community**

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

(e) **Other general objects and powers**

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

## **6 No distribution to Members**

- (a) The Club's income and assets must be used solely to promote the Club's objects stated in clause 5.
- (b) The Club must not in any circumstance pay or distribute, whether directly or indirectly, any profits, income, dividend or assets to the Members.
- (c) The restrictions in clauses 6(a) and 6(b) do not prevent the Club from, in good faith and in the ordinary course of business:
  - (i) entering into the Licence Agreement, the Funding and Development Agreement and commercial arrangements with the Tasmanian Government in respect of the use of a Training and Administration Base and the Stadium;

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- (ii) entering commercial arrangements with Members to acquire goods or services from a Member on reasonable commercial terms normally applicable to the provision of such goods or services (including the acquisition of personal or commercial services, bona fide loan or financing arrangements, and leases or licences of premises or other property); or
  - (iii) reimbursing out-of-pocket expenses incurred by a Member on behalf of the Club or in connection with the Licensed Operations.

## **7 Limited liability**

- (a) The liability of Members is limited.
- (b) Subject always to clause 7(c), in the event the Club is wound up, present Members (being persons who are Members at the date the Club commences to be wound up) and Past Members must contribute to the Club's property such monies and other assets necessary to:
  - (i) discharge the Club's debts and liabilities at the date the Club is wound up and costs, charges and expenses properly incurred in connection with the winding up; and
  - (ii) adjust the rights of the contributories among themselves.
- (c) Notwithstanding any other provision of this constitution, no present Member or Past Member need contribute more than an aggregate of \$2.00 to the winding up of the Club.
- (d) On a winding up, any monies or other assets of the Club that remain as a surplus must be given to an institution:
  - (i) which has objects similar to the Club's objects;
  - (ii) which cannot distribute its income and assets to its Members; and
  - (iii) is determined by the Board at or before the time of winding up.

If the Board does not determine an appropriate institution, the Supreme Court of Tasmania may do so.

## **Part 2 - Membership**

### **8 Members**

#### **8.1 Number of Members and initial Members**

- (a) There must at all times be at least one Member.
- (b) The Board may set a limit on the maximum number of Members, or the maximum number of Members in any particular class.

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- (c) The AFL and the Tasmanian Government are the initial Members of the Club at the time of adoption by the Club of this constitution.

## 8.2 Classes of Members

Without limiting anything else in this clause 8, the Board may:

- (a) establish different classes of Members;
- (b) prescribe the qualifications, rights (including voting rights), privileges and obligations of persons to become a Member of a class;
- (c) change the membership class of a Member (other than the AFL or Tasmanian Government); or
- (d) vary or cancel the rights attaching to any class of Members only if the variation or cancellation is permitted by the Corporations Act and approved by special resolution of each of:
  - (i) the Members of all classes voting as a single class; and
  - (ii) the Members of the relevant class.

The Board must give written notice of the variation or cancellation to the Members of the relevant class within seven days of the variation or cancellation.

## 8.3 Composition of Members

- (a) The Club will be comprised of the following classes of membership from the date of the commencement of this constitution to the Competition Commencement Date, which is the Establishment Phase:
  - (i) AFL;
  - (ii) Tasmanian Government; and
  - (iii) Foundation Members, consisting of the following:
    - (A) For the purpose of fostering community support for the Club during the Establishment Phase, the Board may designate certain persons, or certain classes of persons, to be Foundation Members of the Club.
    - (B) For the avoidance of doubt, the Board may designate more than one class of Members as Foundation Members of the Club, and prescribe the qualifications, rights (including, subject to clause 8.3(b), voting rights), privileges and obligations of persons to become a Member of any such class of Foundation Members.
    - (C) Such persons so recognised under this clause 8.3(a)(iii) during the Establishment Phase, and for 180 days after the Competition Commencement Date, or such other period as is determined by the Board (**Foundation Member Transition Period**), will be entitled, during the Foundation Member Transition Period, to, on such terms and conditions determined by the Board, make an

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application to continue their membership as a Foundation Member in accordance with clause 8.6(d), with that subsequent membership deemed to commence at the end of the Foundation Member Transition Period.

- (b) During the Establishment Phase, the AFL is the only Voting Member, and in that capacity is the only Member that is entitled to do any of the following:
  - (i) vote at any general meeting of the Club;
  - (ii) vote on any ballot;
  - (iii) vote on any matter that is required under the Corporations Act to be passed by an ordinary resolution or a special resolution of the Club; or
  - (iv) pass an AFL Member Circulating Resolution in accordance with clause 13.

#### **8.4 Management of Competition Commencement**

Notwithstanding any other provision of this constitution, from the date (**Competition Commencement Date**) on which the Club first participates in an official football season of the Australian Football League (**Competition Commencement**):

- (a) the AFL, Tasmanian Government and Foundation Members will cease to be the only Members of the Club;
- (b) the rights and obligations of the AFL, the Tasmanian Government and the Foundation Members will change as provided in clause 9(b); and
- (c) the Club's membership will thereafter be comprised of:
  - (i) the AFL;
  - (ii) the Tasmanian Government;
  - (iii) the Foundation Members (subject to clause 8.6(d)); and
  - (iv) such additional persons who attain membership in accordance with this constitution,

provided that the following conditions have been satisfied:

- (d) the AFL has approved the Competition Commencement in accordance with clause 8.5(a); and
- (e) the Board:
  - (i) prepares, or causes to be prepared, a report (**Competition Commencement Report**) that:
    - (A) describes the Club's readiness for becoming a member-based organisation and the systems that the Club has developed for becoming a member-based organisation, including the processes and procedures the Club proposes to use for managing and

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evaluating Membership Applications and establishing a Registry of Members;

- (B) without limiting 8.4(e)(i)(A), provides evidence that the Competition Commencement Conditions as specified in the Funding and Development Agreement have been satisfied or waived as notified to the Club by the AFL;
  - (C) sets out the Competition Commencement Date as notified to the Club by the AFL as specified in the Funding and Development Agreement; and
  - (D) submits the Competition Commencement Report to the AFL;
- (ii) calls a meeting of the Board; and
  - (iii) resolves to notify the AFL that the Club is ready and able to engage in the Competition Commencement.

## **8.5 Competition Commencement Timing**

- (a) The AFL will approve the Competition Commencement when it is satisfied that the Competition Commencement Conditions as specified in the AFL Licence Agreement have been satisfied or waived as notified to the Club by the AFL.
- (b) On the Competition Commencement Date, the AFL, Tasmanian Government and Foundation Members will cease to be the only Members of the Club and the Club's membership will be in accordance with clauses 8.4 and 8.6.
- (c) The Club must not exercise its right to nominate a person for membership of the AFL as an Appointee (as defined in the AFL Constitution) until the Competition Entry Date (as defined in the Funding and Development Agreement) and provided that the Competition Commencement Conditions have been satisfied or waived by the AFL by the Licence Conditions Sunset Date (as defined in the Funding and Development Agreement).

## **8.6 Classes of Membership after the Competition Commencement Date**

From the Competition Commencement Date the Club will consist of the following classes of Members:

### **(a) Life Members**

- (i) The Board may from time to time and in its absolute discretion nominate a person to become a life member of the Club. A person who agrees to become a Life Member:
  - (A) is not required to annually complete a Membership Application or otherwise renew their membership or pay any Membership Fee whatsoever; and
  - (B) remains a Life Member for the duration of their natural life.
- (ii) A player will qualify for consideration by the Board as a Life Member of the Club if:

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- (A) the player plays at least 150 senior games with the Club in the AFL Men's Competition, or such other threshold as is determined by the Board;
  - (B) the player plays at least 75 senior games with the Club in the AFL Women's Competition, or such other threshold as is determined by the Board;
  - (C) for a player who is on the Club's inaugural playing list for the AFL Men's Competition, plays at least 100 senior Australian Football League games with the Club and has played at least 50 senior Australian Football League games with another AFL club prior to joining the Club or such other threshold as is determined by the Board; or
  - (D) for a player who is on the Club's inaugural playing list for the AFL Women's Competition, plays a minimum number of senior Australian Football League games with the Club to be determined in the discretion of the Board and has played at least 25 senior Australian Football League games with another AFL club prior to joining the Club or such other threshold as is determined by the Board,

and during their playing career with the Club they consistently demonstrated, in the opinion of the Board, an adherence to the Club's values.

(b) **Ordinary Members**

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

- (i) will be 18 years of age or older as at the date of completing the Membership Application;
- (ii) has completed and submitted the current Membership Application and complied with all other applicable application and renewal procedures required by the Club from time to time;
- (iii) undertakes to, or in the case of an existing Member affirms its undertaking to, contribute to the Club's property in the manner further described in clause 7 and otherwise in accordance with the Corporations Act; and
- (iv) has paid the applicable Membership Fee in respect of:
  - (A) the year to which the membership relates; and
  - (B) the type of membership they are renewing or the Membership Class for which they are applying (being the Classes which are further described in this clause 8.6),

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

Unless the Board determines to the contrary:

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- (v) AFL Tasmanian Club Support Members will be Ordinary Members without any requirement to pay any Membership Fee in addition to any fee that they pay as an AFL member; and
  - (vi) for the avoidance of doubt, a Foundation Member under clause 8.6(d) will be an Ordinary Member (and the Foundation Members will be a separate class of Ordinary Members) for the purposes of this constitution on and from the end of the Foundation Member Transition Period.

(c) **Junior Members**

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

- (i) is under the age of 18 years as at the date of completing the membership application;
- (ii) has completed and submitted the current Membership Application and complied with all other applicable application and renewal procedures required by the Club from time to time;
- (iii) has been accepted by the Club as a Junior Member; and
- (iv) has paid the appropriate Membership Fee for a junior member prior to 31 August for the relevant membership year,

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

(d) **Foundation Members**

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

- (i) was a Foundation Member during the Establishment Phase and who makes an application during the Foundation Member Transition Period to continue as a Foundation Member after the end of the Foundation Member Transition Period in accordance with clause 8.3(a)(iii)(C); and
- (ii) from the end of the Foundation Member Transition Period, meets the criteria set out in clauses 8.6(b)(i) through 8.6(b)(iv) (inclusive),

will continue to be a Foundation Member after the end of the Foundation Member Transition Period. However, if a person who was a Foundation Member during the Establishment Phase does not make an application during the Foundation Member Transition Period in accordance with clause 8.3(a)(iii)(C), they will:

- (iii) cease to be a Foundation Member; and
- (iv) if the person fails to meet the criteria for any other class of Membership set out in this clause 8.6, cease to be a Member of the Club.

(e) **Non-Voting Members**

- (i) In each year that the Club exists as an entity, a Member who:

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- (A) complies with all criteria for an Ordinary Member other than clause 8.6(b)(iv) (regarding payment of the applicable Membership Fee); or
  - (B) is not an Ordinary Member, a Non-Paying Member or a Life Member,

is a Non-Voting Member of the Club (**Non-Voting Member**). Except to the extent expressly provided in this constitution, Non-Voting Members are not entitled to attend, speak and vote at any general meeting of the Club or to vote on any ballot.

- (ii) For the avoidance of doubt:
  - (A) a Non-Voting Member does not need to be a natural person, and may be a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
  - (B) notwithstanding its entitlement to vote on the matters referred to in clause 20(d) and its entitlement to appoint the AFL Directors in accordance with clauses 25.1 and 25.2 and the Chair in accordance with clause 37, the AFL will be a Non-Voting Member of the Club from (and including) the Competition Commencement Date; and
  - (C) notwithstanding its entitlement to appoint TG Directors in accordance with clauses 25.1 and 25.2, the Tasmanian Government is a Non-Voting Member of the Club.

(f) **Non-Paying Members**

In each year that the Club exists as an entity:

- (i) a person who prior to the end of the relevant Financial Year:
  - (A) is a player, Officer or full-time employee of the Club; and
  - (B) has completed the current Membership Application and complied with all other applicable application and renewal procedures required from time to time by the Club in respect of that person (including by undertaking to, or in the case of an existing Member affirming its undertaking to, contribute to the Club's property in the manner further described in clause 7 and otherwise in accordance with the Corporations Act),is a Member of the Club for that year (**Non-Paying Member**).
- (ii) Non-Paying Members are not required to pay any Membership Fees in respect of each year that they are a Non-Paying Member.
- (iii) in accordance with clause 9(b), Non-Paying Members are entitled to attend, speak and vote at any general meeting and to vote on any ballot of the Club.

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- (g) **Payment of Membership Fee**
- (i) For the purposes of this clause 8.6, a Membership Fee will be deemed to have been paid by a Member in respect of a particular year if the relevant Member:
- (A) has paid the Membership Fee for the current membership year prior to 31 August of that year; or
- (B) is paying the current Membership Fee under an instalment payment plan approved by the Board and all payments under that plan are up to date.
- (ii) The payment by any Member of their Membership Fee (or in the case of AFL Tasmanian Club Support Members, subscription to a relevant AFL membership package) will confirm their agreement to be bound by this constitution and the policies and procedures of the Club that apply to Members.
- (h) The Board may, for the purpose of fostering a membership and public support base for the Club prior to the Competition Commencement Date, recognise certain members of the public to be honorary members of the Club in accordance with procedures and restrictions for honorary membership established by the Board from time to time and in its discretion, provided always that such persons will not have a right to vote at any meeting of the Club or to vote on any ballot.

## 9 Membership Rights

- (a) On and from the date that this constitution is adopted, up to the end of the first annual general meeting after the Competition Commencement Date:
- (i) the AFL:
- (A) will be entitled to attend, speak and vote at any general meeting of the Club and to vote on any ballot; and
- (B) during the Establishment Phase, may pass an AFL Member Circulating Resolution in accordance with clause 13;
- (ii) subject to clause 12(a)(vii), the Tasmanian Government will be entitled to attend and speak at any general meeting of the Club, but will not be entitled to vote at any general meeting or on any ballot; and
- (iii) Foundation Members recognised under clause 8.3(a)(iii) will not be entitled to:
- (A) attend, speak or vote at any general meeting of the Club; or
- (B) vote on any ballot of the Club.
- (b) From the end of the first annual general meeting after the Competition Commencement Date, subject to clause 9(c):

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- (i) Ordinary Members (including Foundation Members), Non-Paying Members and Life Members will be entitled to:
    - (A) attend, speak and vote at any general meeting of the Club; and
    - (B) vote on any ballot of the Club; and
  - (ii) Non-Voting Members and Junior Members are not entitled to:
    - (A) attend general meetings of the Club; or
    - (B) vote on any ballot of the Club.
  - (c) For the avoidance of doubt, and notwithstanding anything else in this constitution:
    - (i) no Member (other than the AFL and the Tasmanian Government, to the extent provided for under this constitution) will be entitled to vote at any general meeting of the Club, or on any ballot of the Club, on resolutions in respect of the election or removal of any person as a Director;
    - (ii) the AFL and the Tasmanian Government are the only Members that are entitled to:
      - (A) appoint Directors, subject to and in accordance with clauses 25 and 26; and
      - (B) vote at a general meeting on a resolution to remove a Director, subject to and in accordance with clause 29; and
    - (iii) notwithstanding that the AFL, from the end of the first annual general meeting after the Competition Commencement Date, will be a Non-Voting Member, the AFL is the only Member (whether before or after the Competition Commencement Date) that is entitled to vote on a resolution concerning any amendment, modification, variation, repeal or replacement of this constitution.

## **10 Membership Application and Fees**

- (a) Subject to directions given by the AFL from time to time, up to but excluding the Competition Commencement Date, the Board has the power to determine the Membership Fees (including fines or sanctions whether for late payment of fees or for any other matter in respect of which the Board considers fines or sanctions should be imposed) and other terms and conditions that apply to each class of membership and to determine any period of grace for late payment.
- (b) For the purpose of determining whether a Membership Fee (either in whole or in part under an instalment payment plan) has been paid when due, the due date is subject to any grace period determined by the Board from time to time.
- (c) The Secretary must:
  - (i) retain all signed Membership Applications together with any records received from the AFL in respect of AFL Tasmanian Club Support

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Members until the close of the annual general meeting for that year to which the membership relates; and

- (ii) on request, produce such applications and records to the Board or the Returning Officer (as applicable).

Upon approval of each Membership Application, the Secretary must cause the details of each Member to be entered into the Register of Members that is maintained under, and in accordance with the requirements of, clause 49.

- (d) Subject to clause 10(e), membership of the Club will be for one year (or part thereof). A Member's membership will commence on the later of:

- (i) payment of the Membership Fee for that year; and
- (ii) the close of the annual general meeting for the previous year;

and such membership will cease immediately after the close of the annual general meeting for that year.

- (e) Membership of the Club will be:

- (i) in case of the AFL, perpetual;
- (ii) in the case of the Tasmanian Government, perpetual (subject to clause 12(a)(vii)); and
- (iii) in the case of any Foundation Member, continuous from the date that the person became a Foundation Member until the end of the Foundation Member Transition Period, and from the end of the Foundation Member Transition Period, will be in accordance with clause 10(d).

- (f) The Club:

- (i) has the absolute right to refuse any Membership Application;
- (ii) must not accept more than one Membership Application from any person; and
- (iii) must not accept any Membership Applications made by a body corporate or other entity, a nominee or by a person acting as trustee for another person other than from the AFL or the Tasmanian Government.

- (g) In the event that a person pays more than the Membership Fee or makes a donation to the Club in respect of a particular year, the Board may at its sole discretion reduce the Membership Fee for the following year by an amount equivalent to the relevant overpayment or donation.

## 11 Discipline

- (a) This clause 11 does not apply to the AFL or the Tasmanian Government.
- (b) Members must not remove, replace, modify, adapt or damage any Club property without the express written permission of the Board. The Board may require any

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Member that causes damage to or loss of the Club's property to immediately replace or reimburse the costs of replacing or repairing the relevant property, and that amount will be a debt due and payable by the Member to the Club.

- (c) The Board, acting reasonably, may from time to time establish codes of conduct, policies or procedures and/or disciplinary procedures applicable to Members pertaining to the development, maintenance and protection of the Club's image, reputation, property and culture, and each Member must comply with these codes, policies and procedures. The Board must make any codes, policies or procedures established under this clause 11(c) available for inspection at a place accessible to Members.
- (d) If the conduct of a Member infringes any applicable code of conduct in place at the time of the breach:
  - (i) any Director or the Chief Executive Officer may suspend the membership of that Member until the next occurring Board meeting by providing written notice to the relevant Member within 72 hours of the time to the suspension is to take effect (such notice must include the reasons for the suspension and details of the next occurring Board meeting (if known)) (**Suspension**);
  - (ii) the Board must consider the Suspension at the Board meeting immediately following that Suspension, and has the power to:
    - (A) caution and/or reprimand the Member;
    - (B) fine the Member any reasonable sum determined by the Board;
    - (C) suspend the Member from Club and/or membership privileges for any period, including for life;
    - (D) request the Member to resign their membership; and
    - (E) if a Member does not resign within seven days of being requested by the Board pursuant to clause 11(d)(ii)(D), expel the Member from membership of the Club.

The Board may not expel or suspend a Member under this clause 11(d)(ii) without giving that Member a reasonable prior opportunity to be heard, however despite any other provision of this constitution or otherwise, the Board is not required to act in accordance with principles of procedural fairness when expelling or suspending a Member under this clause 11(d)(ii).

- (e) Persons expelled from membership will not be eligible for membership at any time, except with the consent of the Board.

## 12 Cessation of membership

- (a) A Member ceases to be a Member if:
  - (i) the Member resigns under clause 11(d)(ii);

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- (ii) the Member, being a natural person, dies, becomes bankrupt, makes a composition with or assigns the member's estate for the benefit of the member's creditors;
  - (iii) the Member, being a corporation or other entity, becomes insolvent, has a receiver, receiver and manager, administrator or liquidator appointed, or is wound up (except for the purposes of reconstruction or amalgamation);
  - (iv) except in the case of the AFL and the Tasmanian Government, the Member ceases to satisfy, where applicable, the criteria for admission to membership of the Club;
  - (v) the Member's membership was for a term or period of time (for example, in accordance with clause 10(d)) and that term of period expires without being renewed or extended;
  - (vi) their membership is terminated in accordance with the provisions of clause 11; or
  - (vii) in the case of the Tasmanian Government, the Funding and Development Agreement expires, is terminated, or ceases to be in effect for any reason.
- (b) If a Member ceases to a Member, the Directors must cause the Club without delay to make the necessary entry in the Register of Members.
  - (c) If a Member ceases to be a Member, that Member remains liable to pay to the Club any money which that Member owes to the Club and any amount which that Member has guaranteed under clause 7(c).

### Part 3 - Proceedings of Members

## 13 Member Circulating Resolutions

- (a) This clause 13 applies:
  - (i) to all resolutions of Members that are required or permitted to be passed by a general meeting, other than, subject to clauses 13(e) and 13(f), a resolution to remove a Director or an auditor of the Club; and
  - (ii) subject to clauses 13(e) and 13(f), only during the Establishment Phase.
- (b) During the Establishment Phase, the AFL (being the sole Member entitled to vote on any matters during that period) may pass a resolution without a general meeting being held by signing a document containing a statement that it is in favour of the resolution set out in the document (**AFL Member Circulating Resolution**). For the avoidance of doubt, the document may be signed by the appointed corporate representative acting on behalf of the AFL.
- (c) An AFL Member Circulating Resolution is passed when the resolution is signed by the AFL.

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- (d) When the AFL considers, or is asked to consider, a resolution under clause 13(b), the Club satisfies any requirement of the Corporations Act:
- (i) to give the AFL information or a document relating to the resolution, by giving AFL that information or document with the document to be signed;
  - (ii) to lodge with ASIC a copy of the notice of meeting to consider the resolution, by lodging a copy of the document to be signed by the AFL; and
  - (iii) to lodge a copy of a document that accompanies a notice of meeting to consider the resolution, by lodging a copy of the information or documents referred to in clause 13(d)(i).
- (e) Notwithstanding clause 13(a)(i), the AFL may pass an AFL Member Circulating Resolution, without a general meeting being held, to remove an AFL Director pursuant to clause 25.2(b), provided that the AFL has given the Club and the applicable AFL Director at least 2 months' notice of the intention to remove the AFL Director by such AFL Member Circulating Resolution and the other requirements of the Corporations Act in respect of the removal of a director of a public company (other than the calling and holding of a general meeting) have been complied with.
- (f) The Tasmanian Government may pass a resolution, without a general meeting being held, by signing a document containing a statement that it is in favour of the resolution set out in the document (**TG Member Circulating Resolution**), provided that a TG Member Circulating Resolution may only be passed for the following purposes:
- (i) together with an AFL Member Circulating Resolution on the same terms, to approve an increase in the number of Directors during the Establishment Phase pursuant to clause 25.1(c); and
  - (ii) notwithstanding clause 13(a)(i), to remove a TG Director pursuant to clause 25.2(a), provided that the Tasmanian Government has given the Club and the applicable TG Director at least 2 months' notice of the intention to remove the TG Director by such TG Member Circulating Resolution and the other requirements of the Corporations Act in respect of the removal of a director of a public company (other than the calling and holding of a general meeting) have been complied with.

For the avoidance of doubt, a TG Member Circulating Resolution may be signed by an appointed corporate representative acting on behalf of the Tasmanian Government.

- (g) A TG Member Circulating Resolution is passed when the resolution is signed by the Tasmanian Government.
- (h) When the Tasmanian Government considers a resolution under clause 13(f), the Club satisfies any requirement of the Corporations Act:
- (i) to give the Tasmanian Government information or a document relating to the resolution, by giving the Tasmanian Government that information or document with the document to be signed;

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- (ii) to lodge with ASIC a copy of the notice of meeting to consider the resolution, by lodging a copy of the document to be signed by the Tasmanian Government; and
  - (iii) to lodge a copy of a document that accompanies a notice of meeting to consider the resolution, by lodging a copy of the information or documents referred to in clause 13(h)(i).

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

- (a) Subject always to clause 14(b), and to the rights and obligations of Members and the Board as set out in the Corporations Act:
  - (i) the Board may call a meeting of Members, when and where the Board decides;
  - (ii) the Board must call a meeting of Members when requested by the Members in circumstances where Members are entitled under the Corporations Act to call a meeting; and
  - (iii) Members who are entitled to do so under the Corporations Act may call a meeting of Members in the circumstances and subject to the terms provided for in the Corporations Act.
- (b) Despite anything in clause 14(a) or otherwise in this constitution, and to the extent permitted by law:
  - (i) because only the AFL is entitled to vote on the following matters, only the AFL, or the Board at the request of the AFL, may call a general meeting to consider:
    - (A) the appointment of one or more AFL Directors;
    - (B) the appointment of the Chair;
    - (C) the removal of one or more AFL Directors or the Chair; or
    - (D) any amendment, modification, variation, repeal or replacement of this constitution; and
  - (ii) because only the Tasmanian Government is entitled to vote on the following matters, only the Tasmanian Government, or the Board at the request of the Tasmanian Government, may call a general meeting to consider:
    - (A) the appointment of one or more TG Directors; or
    - (B) the removal of one or more TG Directors.

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## 15 Annual General Meetings

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

## 16 Calling meetings of Members

- (a) At least 21 days' notice must be given of a general meeting. However, unless prohibited by the Corporations Act, the Club may call on shorter notice:
  - (i) an annual general meeting, if all Voting Members agree beforehand; and
  - (ii) any other general meeting, if 95% of the Members entitled to vote on the resolutions to be considered at the general meeting agree beforehand.
- (b) Notice of a general meeting must be given to all Members entitled to vote on the resolutions to be considered at the meeting, all Directors and the Club's auditor.
- (c) Any notice of a general meeting must be given in accordance with the Corporations Act and:
  - (i) set out the place, date and time for the meeting (and if the general meeting is to be held in two or more places or virtually, the Virtual Meeting Technology that will be used to facilitate the general meeting);
  - (ii) state the general nature of the meeting's business;
  - (iii) if a special resolution is to be proposed at the meeting, set out an intention to propose the special resolution and state the resolution;
  - (iv) contain a statement setting out the following information:
    - (A) that the Member has the right to appoint a proxy; and
    - (B) that the proxy must be a Member of the Club or otherwise approved in writing by the Board; and
  - (v) contain anything else required by the Corporations Act.
- (d) The business of the annual general meeting may include any of the following, even if not referred to in the notice of meeting:
  - (i) the consideration of the annual financial report, Directors' report and auditor's report;
  - (ii) the appointment of the auditor; and
  - (iii) the fixing of the auditor's remuneration.
- (e) Non receipt of notice of a general meeting, or failure to give proper notice of a general meeting to a person entitled to receive it, does not invalidate anything done at the general meeting if:

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- (i) the failure was not as a result of the malice of the Secretary or any other person designated to call the meeting;
  - (ii) the person gives notice to the Club that the person waives proper notice or agrees to the thing done at the meeting; or
  - (iii) the person attends the meeting and:
    - (A) does not object at the start of the meeting to the holding of the meeting; or
    - (B) if the notice omitted an item of business, does not object to the consideration of the business when it is presented to the meeting.

## **17 Membership at a specified time**

For the purpose of a particular general meeting, a person will be regarded as a Member of the Club if they are a Member in accordance with clause 8.6 at the time that notice of the relevant general meeting is given under clause 16. In the event of a dispute or ambiguity regarding a person's membership status, the Chair of the Board may determine whether that person is a Member and the Chair's decision will be final and binding.

## **18 Conduct of general meeting**

### **18.1 Time and place for general meetings**

A general meeting must be held at a reasonable time and place.

### **18.2 Technology**

- (a) A general meeting may be held at two or more venues (including entirely virtually) using any Virtual Meeting Technology that gives the Members as a whole a reasonable opportunity to participate in the general meeting.
- (b) In circumstances where a general meeting is conducted entirely using Virtual Meeting Technology, the place of the general meeting will be the registered office of the Club.
- (c) A Member is regarded as present at a general meeting conducted using Virtual Meeting Technology (whether in whole or in part) if the Member is:
  - (i) afforded a reasonable opportunity to participate in the general meeting; and
  - (ii) enabled to vote on all polls held during the general meeting.

### **18.3 Quorum**

- (a) Prior to the end of the first annual general meeting after the Competition Commencement Date:

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- (i) a quorum at any general meeting of the Club will only be constituted where the AFL and, subject to clauses 25.4 and 18.3(a)(ii), a representative of the Tasmanian Government is present;
  - (ii) where the Tasmanian Government has been provided with notice of a general meeting in accordance with this Constitution and a representative of the Tasmanian Government does not attend that general meeting, the requirement in clause 18.3(a)(i) for a representative of the Tasmanian Government to be present to constitute a quorum will not be applicable;
  - (iii) no decisions or resolutions will be made or passed (as applicable), and no other business will be in any way conducted or transacted, at any general meetings unless and until a quorum exists at the commencement of the meeting; and
  - (iv) for the avoidance of doubt, the AFL and the Tasmanian Government (subject to clause 12(a)(vii)) are able to attend and, in the case of the AFL, vote, by appointing a representative or representatives for that purpose.
- (b) On and from the end of the first annual general meeting after the Competition Commencement Date:
- (i) a quorum at any general meeting of the Club will only be constituted where 10 Members entitled to vote on the resolutions being considered at the general meeting are present at the meeting, provided that if fewer than 10 Members are entitled to vote on the resolutions being considered at the general meeting, a quorum will be constituted by half of the Members so entitled to vote or, if only 1 Member is entitled to vote, by that Member;
  - (ii) no decisions or resolutions will be made or passed (as applicable), and no other business will be in any way conducted or transacted, at any general meetings unless and until a quorum exists at the commencement of the meeting; and
  - (iii) in determining whether a quorum is present, the Chair must count Members entitled to vote, proxies, attorneys and any other persons entitled to vote. If an individual is attending both as a voting Member and as a proxy, attorney or in any other capacity, the Chair must count the individual only once.

#### **18.4 Calculation of quorum**

For the purpose of ascertaining a quorum at a general meeting of the Club convened in accordance with this constitution, a Member (including a Voting Member) will be deemed to be present where that Member's Membership Fees (if any) are not in arrears, and they are present:

- (a) physically at the place where the general meeting is held;
- (b) by proxy; or
- (c) by such Virtual Meeting Technology determined by the Board.

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## 18.5 Determination of quorum at general meeting

In respect of any general meeting (whether held before or after the end of the first annual general meeting after the Competition Commencement Date), if there is no quorum present within 30 minutes after the time set out in the notice of meeting then the meeting is adjourned to any day, time and place the Chair reasonably decides. Any Members entitled to vote and in attendance at that adjourned meeting will constitute a quorum.

## 18.6 Chair

- (a) The Chair of the Board shall chair all general meetings of Members.
- (b) In the event that:
  - (i) there is no Chair of the Board, or if the Chair is not present within 30 minutes after the time set out in the notice of meeting or is unable or unwilling to act, the Directors present may elect one of the AFL Directors to chair the meeting;
  - (ii) the Directors present do not elect a chair of the meeting in accordance with clause 18.6(b)(i), the Directors present may elect one of the TG Directors to chair the meeting;
  - (iii) the Directors present do not elect a chair of the meeting in accordance with clause 18.6(b)(ii), the Members present and entitled to vote may elect a person to chair the meeting; or
  - (iv) the Members present and entitled to vote do not elect a person to chair the meeting in accordance with clause 18.6(b)(iii), the meeting is dissolved.
- (c) The Chair:
  - (i) is responsible for:
    - (A) the proper conduct of a meeting of Members; and
    - (B) the procedures of a meeting of Members; and
  - (ii) may act under clause 18.6(c)(i) in any way that is not inconsistent with this constitution or the Corporations Act.
- (d) When questions of order or procedure arise at general meetings, the ruling of the Chair of the meeting will be accepted as the final determination of such questions.
- (e) The Chair of the meeting may exclude any person from a meeting, or cause that person to be ejected or removed from a meeting, if that person:
  - (i) in the opinion of the Chair:
    - (A) is not complying with the reasonable directions of the Chair; or
    - (B) is unduly disrupting or annoying other Members or the conduct of the meeting;
  - (ii) has any audio or visual recording device;

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- (iii) has a placard or banner;
  - (iv) has an article or other thing the Chair considers to be dangerous, offensive or liable to cause destruction, disruption or offence;
  - (v) refuses to comply with security measures imposed by the Club at the meeting;
  - (vi) behaves or threatens to behave in a dangerous, offensive or disruptive manner, or is endangering the health or safety of any person; or
  - (vii) is not:
    - (A) a Member entitled to vote at the meeting;
    - (B) a Non-Voting Member entitled to attend the meeting;
    - (C) a proxy, attorney or representative of a Member entitled to vote at the meeting; or
    - (D) the auditor.

## **19 Adjournment**

- (a) Where the Chair considers it reasonable and necessary in the circumstances, the Chair may adjourn a general meeting of Members to a day, time and place (and if the general meeting is to be held in two or more places or entirely virtually, using any Virtual Meeting Technology) reasonably determined by the Chair.
- (b) The Chair must adjourn a meeting of Members if a majority of Members present and entitled to vote at the meeting and the AFL agree or direct the Chair to do so. The Chair may adjourn the meeting to any day, time and place reasonably determined by the Chair having regard to the circumstances surrounding the relevant adjournment.
- (c) When a meeting is adjourned for a period of one month or more, a new notice of the resumed meeting must be given in accordance with this constitution and the Corporations Act.
- (d) Only unfinished business may be dealt with at a meeting resumed after an adjournment.

## **20 How Members make decisions at meetings**

- (a) A meeting of Members may only make a decision by passing a resolution in accordance with this clause 20.
- (b) Subject to clause 20(c), a resolution is only passed when more than 50% of the votes cast by Members attending that meeting (whether in person, by proxy or by attorney) and entitled to vote on the resolution are in favour of the resolution.

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- (c) Where the Corporations Act or other law provides that a matter may only be approved by a special resolution of a meeting of Members, subject to clause 20(d)(i) a special resolution will only be deemed to have been passed where:
    - (i) notice has been given of that special resolution in accordance with the Corporations Act and that notice states the resolution and sets out an intention to propose the special resolution; and
    - (ii) at least 75% of the votes cast by Members attending that meeting and entitled to vote on that resolution are in favour of the resolution.
  - (d) For the avoidance of doubt, no Member other than:
    - (i) the AFL is entitled to vote on any special resolution concerning any amendment, modification, variation, repeal or replacement of this constitution; or
    - (ii) the AFL and the Tasmanian Government are entitled to vote on any ordinary resolution concerning the removal of a person as a Director (subject to and in accordance with clause 29).
  - (e) A challenge to a right to vote at a meeting of Members:
    - (i) may only be made in accordance with the Corporations Act; and
    - (ii) must be promptly determined by the Chair of the meeting, and that decision is final and conclusive.

## **21 How voting is carried out**

- (a) A resolution put to the vote at a general meeting must be decided on a show of hands, unless a poll is properly requested in accordance with clauses 21(c) and 21(d).
- (b) A declaration by the Chair that a resolution is passed, or passed by a particular majority, or lost, and an entry to that effect in the minutes, is sufficient evidence of that fact, unless proved incorrect.
- (c) A poll may be requested by:
  - (i) at least five Members entitled to vote on the poll or, if fewer than five Members are entitled to vote, at least half of the Members entitled to vote;
  - (ii) Members with at least 5% of the votes that may be cast on the resolution on a poll; or
  - (iii) the Chair of the meeting.
- (d) The poll may be requested:
  - (i) before a vote is taken;
  - (ii) before the voting results on a show of hands are declared; or

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- (iii) immediately after the voting results on a show of hands are declared.
  - (e) A request for a poll may be withdrawn.
  - (f) A poll requested on a matter other than the election of a Chair of the meeting or the question of an adjournment must be taken when and in the manner the Chair directs.
  - (g) A poll on the election of a Chair of the meeting or the question of an adjournment must be taken immediately.
  - (h) A request for a poll does not prevent the meeting dealing with other business.
  - (i) If a poll is properly requested, the result of the poll is the resolution of the meeting of that matter.

## **22 How many votes a Member has**

- (a) At a meeting of the Club (whether before or after the Competition Commencement Date) each Member present in person, or by proxy, attorney or representative, and entitled to vote, has one vote, both on a show of hands or on a poll.
- (b) If a person represents two or more Members entitled to vote, that person has only one vote on a show of hands.
- (c) Notwithstanding any other provision of this constitution, a Member is not entitled to vote if that Member or their appointees owes any money to the Club (excluding money owed to the Club by a Member within the Club's ordinary commercial trading terms) or has not paid the relevant Membership Fees in accordance with clauses 8 and 10.
- (d) The Chair does not have a casting vote in addition to their vote as a Member (if applicable).
- (e) A Life Member who has also a second form of membership will be treated as one Member with one vote in all situations.

## **23 Meetings of a class of Members**

### **23.1 Calculation of quorum and determination of voting rights**

For the purpose of ascertaining:

- (a) a quorum at a meetings of any class of Members convened in accordance with this constitution; and
- (b) the Members entitled to vote at a meeting of any class of Members or in a poll, or to join in demanding a poll,

a Member will be deemed to be present where that Member's Membership Fees (if any) are not in arrears, and they are present:

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- (c) physically at the place where the general meeting is held;
  - (d) by proxy; or
  - (e) by Virtual Meeting Technology.

### **23.2 General meeting provisions apply**

The provisions of this constitution relating to general meetings apply so far as they are capable of application and with any necessary changes to every separate meeting of a class of Members (if applicable) except that:

- (a) a quorum is constituted by at least two persons who, between them, hold or represent one-quarter of the Members of the class (unless only one person is a Member of the class, in which case that person constitutes a quorum);
- (b) any Member of the class, present in person or by proxy or by representative, may demand a poll;
- (c) each Member within a particular class, has one vote at a meeting of that class (whether or not they are a Voting Member), both on a show of hands or on a poll; and
- (d) the auditors of the Club are not entitled to notice of the meeting or to attend or speak at the meeting.

### **23.3 Director entitled to notice of class meetings**

Each Director is entitled to receive notice of and to attend all separate meetings of any class of Members and is entitled to speak at those meetings.

## **24 Proxies, attorneys and representatives**

- (a) A Member who is entitled to vote at a meeting of Members may vote on a show of hands and on a poll:
  - (i) personally;
  - (ii) by one proxy;
  - (iii) by one attorney; or
  - (iv) by one representative.
- (b) A proxy or attorney must be a Member of the Club or otherwise be approved in writing by the Board.
- (c) An appointment of a proxy, attorney or representative must be in a form approved by the Board.
- (d) An appointment of a proxy is valid if it:

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- (i) is signed or authenticated by the Member making the appointment in accordance with the Corporations Act; and
  - (ii) it contains the following information:
    - (A) the Member's name and address;
    - (B) the Club's name;
    - (C) the proxy's name or the name of the office held by the proxy; and
    - (D) the meetings at which the appointment may be used; and
  - (iii) otherwise complies with the Corporations Act.

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

- (e) A later appointment of a proxy, attorney or representative revokes an earlier one if both appointments could not be validly exercised at the meeting.
- (f) An appointment may specify the way a proxy, attorney or representative is to vote on a particular resolution, in which case the proxy, attorney or representative may vote only as directed. The proxy, attorney or representative must vote and otherwise conduct themselves in accordance with the Corporations Act. Unless otherwise specified in the appointment, the proxy, attorney or representative may:
  - (i) agree to short notice for the meeting;
  - (ii) even if the appointment directs how to vote on a particular resolution:
    - (A) vote on an amendment to the particular resolution, a motion not to put the particular resolution or any similar motion; or
    - (B) vote on a procedural motion, including a motion to elect the Chair, to vacate the chair or adjourn the meeting;
  - (iii) speak at the meeting;
  - (iv) vote (but only to the extent allowed by the appointment); and
  - (v) request or join in a request for a poll.
- (g) An appointment of a proxy is effective only if the Club receives the appointment (and any authority under which the appointment was signed or certified copy of the authority) at least 48 hours before the meeting or resumed meeting. The Board may reduce the period for receipt of a proxy in the notice of meeting to which that proxy relates. The Club receives an appointment or authority when it is received at any one of the following:
  - (i) the Club's registered office; or
  - (ii) a place or electronic address specified for the purpose in the notice of meeting.

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- (h) Subject to the Corporations Act, the requirements of clause 24(g) also apply to the appointment of an attorney or representative. A power of attorney or appointment of a representative may be lodged for more than one meeting and may apply to all meetings held until a specified date or until the power or appointment is revoked.

## Part 4 - The Board of Directors

# 25 Composition of the Board

## 25.1 Establishment Phase Directors

During the Establishment Phase, the Board will consist of:

- (a) from the commencement of this constitution until such time as the appointments contemplated in clause 25.1(b)(i) have been made, the Initial Directors;
- (b) at all other times during the Establishment Phase, at least three Directors and up to five Directors, comprising (subject to clauses 25.1(c) and 25.4):
- (i) up to two Directors, each to be appointed by the Tasmanian Government (**TG Directors**);
  - (ii) up to two Directors, each to be appointed by the AFL (**AFL Directors**); and
  - (iii) the Chair appointed in accordance with clause 37,

with such appointments after the commencement of this constitution to be made in accordance with clause 25.3; and

- (c) If resolved by the Board and approved by the AFL by AFL Member Circulating Resolution and (subject to clause 25.4(b)) the Tasmanian Government by TG Member Circulating Resolution:
- (i) the maximum number of Directors contemplated in clause 25.1(b) may be increased from five to seven, in which case:
    - (A) the Tasmanian Government may appoint an additional TG Director so that the maximum number of TG Directors will be three; and
    - (B) the AFL may appoint an additional AFL Director so that the maximum number of AFL Directors will be three,during the Establishment Phase; and/or
  - (ii) the maximum number of Directors provided for in clause 25.1(b) may be increased from five (or from seven if the maximum number has previously been increased to seven pursuant to clause 25.1(c)(i)) to nine, in which case:
    - (A) the Tasmanian Government may appoint two additional TG Directors (or one additional TG Director if the Tasmanian Government has already appointed an additional TG Director

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pursuant to clause 25.1(c)(i)(A)) so that the maximum number of TG Directors will be four; and

- (B) the AFL may appoint two additional AFL Directors (or one additional AFL Director if the AFL has already appointed an additional AFL Director pursuant to clause 25.1(c)(i)(B)) so that the maximum number of AFL Directors will be four during the Establishment Phase,

with any such additional appointments to be made in accordance with clause 25.3.

## 25.2 Post Competition Commencement

From the Competition Commencement Date, the Board will consist of at least three Directors and up to seven Directors, comprising (subject to clauses 25.3 and 25.4):

- (a) up to two TG Directors. If the Tasmanian Government has appointed additional Directors in accordance with clause 25.1(c) so there would be more than two TG Directors immediately prior to the Competition Commencement Date, then the Tasmanian Government must take such actions as are necessary to reduce the number of TG Directors (including removing one or two (as applicable) of the TG Directors by TG Member Circulating Resolution in accordance with clause 13(f), effective no later than the day prior to the Competition Commencement Date) so that the number of TG Directors is no more than two at the Competition Commencement Date;
- (b) up to three AFL Directors. If the AFL has appointed additional Directors in accordance with clause 25.1(c)(ii) so that there would be four AFL Directors immediately prior to the Competition Commencement Date, then the AFL must take such actions as are necessary to reduce the number of AFL Directors (including removing one of the AFL Directors by AFL Member Circulating Resolution in accordance with clause 13(e), effective no later than the day prior to the Competition Commencement Date) so that the number of AFL Directors is no more than three at the Competition Commencement Date. If the AFL has not appointed additional Directors in accordance with clause 25.1(c), from the Competition Commencement Date, the AFL will be entitled at any time to appoint an additional AFL Director so that there are three AFL Directors holding office;
- (c) the Executive Director appointed by the Board in accordance with clause 28; and
- (d) the Chair appointed in accordance with clause 37.

## 25.3 Nominations Committee

- (a) At all times after adoption of this constitution by the Club, the Board must ensure that a nominations committee is maintained in order to provide recommendations to the AFL and Tasmanian Government regarding persons to be appointed as Directors, including the Chair (**Nominations Committee**).
- (b) The members of the Nominations Committee will be:
  - (i) prior to the Competition Commencement Date:

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- (A) two persons (neither of whom are Directors at the relevant time) appointed by the AFL;
    - (B) two persons (neither of whom are Directors at the relevant time) appointed by the Tasmanian Government; and
    - (C) one person appointed by the AFL to act as chair of the Nominations Committee, provided that if and when the Chair is appointed by the AFL, the Chair will also act as chair of the Nominations Committee; and
  - (ii) on and from the Competition Commencement Date:
    - (A) one person (who is not a Director at the relevant time) appointed by the AFL;
    - (B) one person (who is not a Director at the relevant time) appointed by the Tasmanian Government;
    - (C) two Directors (other than the Chair) appointed by a resolution of the Board; and
    - (D) the Chair (who, for the avoidance of doubt, will act as chair of the Nominations Committee).
  - (c) For the purposes of any provision of clause 25.3(b) that prevents a person from simultaneously being a Director and a member of the Nominations Committee, if a person who is appointed to the Nominations Committee is subsequently appointed as a Director, that person will be deemed to resign from their membership of the Nominations Committee, effective from the date of appointment as a Director.
  - (d) When making recommendations to the AFL and Tasmanian Government (as applicable in the circumstances), the Nominations Committee must:
    - (i) consider the overall needs of the Club and the relevant skills and expertise needed at the board level of the Club;
    - (ii) consider the requirements set out in any skills matrix, key selection criteria or other materials determined by the Nominations Committee; and
    - (iii) have regard as to whether the persons being considered by the Nominations Committee possess skills and expertise in one or more of the following areas:
      - (A) business management;
      - (B) law;
      - (C) financial management;
      - (D) marketing;
      - (E) media;
      - (F) company directorship;

(G) sports and/or event management; or

(H) Australian Football,

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

- (e) As soon as reasonably practicable after the commencement of this constitution, the Nominations Committee must identify and consider appropriate candidates and make recommendations to the AFL and the Tasmanian Government regarding the first AFL Directors and TG Directors and (if the AFL has not yet appointed the Chair) the first Chair to be appointed after the commencement of this constitution.
- (f) When appointing a Director pursuant to this clause 25 or clause 37, each of the AFL and Tasmanian Government (as applicable in the circumstances) must consider the recommendation of the Nominations Committee but is not bound by any such recommendation, and accordingly, each of the AFL and the Tasmanian Government may appoint:
- (i) AFL Directors and the Chair (in the case of the AFL); and
  - (ii) TG Directors (in the case of the Tasmanian Government),

in their respective sole discretion, provided that the first AFL Directors and TG Directors to be appointed after the commencement of this constitution may not be appointed until after the Nominations Committee has made its recommendation regarding the applicable appointments. The AFL may appoint the first Chair after the commencement of this constitution without any recommendation by the Nominations Committee having been made in respect of that position.

#### **25.4 Tasmanian Government Director appointment and other rights**

- (a) Despite anything else in this constitution, the Tasmanian Government's rights under clause 18.3(a)(i) and this clause 25 are contingent on the Funding and Development Agreement remaining in force.
- (b) If the Funding and Development Agreement expires or is terminated, or otherwise ceases to be in effect, for any reason:
- (i) the Tasmanian Government will cease to be required to be present at a general meeting of the Club for purposes of the quorum under clause 18.3(a)(i);
  - (ii) the Tasmanian Government will cease to have any right to appoint or remove any person as a Director, or to approve any increase in the maximum number of Directors, from the date and time that the Funding and Development Agreement ceases to be in effect; and
  - (iii) each TG Director will automatically be taken to be an AFL Director and the number of AFL Directors in clauses 25.1(b)(ii), 25.1(c)(i)(B), 25.1(c)(ii)(B) and 25.2(b) (as applicable) will automatically be increased to four, six, eight and five, respectively, effective from the date and time that the Funding and Development Agreement ceases to be in effect.

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## 26 Appointment and retirement of Directors

During the Establishment Phase as well as from and after the Competition Commencement Date:

- (a) in respect of AFL Directors:
  - (i) each vacancy for an AFL Director will be filled by persons appointed by the AFL, each for a term of three years from the date of appointment;
  - (ii) at the end of their term of appointment, each AFL Director will be available for re-appointment at the discretion of the AFL;
  - (iii) if an AFL Director retires or vacates their office before the end of their term, the AFL may appoint a new Director to fill the vacancy; and
  - (iv) the AFL will be the sole Member that is entitled to vote on the removal and replacement of an AFL Director at its absolute discretion in accordance with clause 29;
- (b) in respect of TG Directors, and strictly subject to clause 25.4:
  - (i) each vacancy for a TG Director will be filled by persons appointed by the Tasmanian Government, each for a term of three years from the date of appointment;
  - (ii) at the end of their term of appointment, each TG Director will be available for re-appointment at the discretion of the Tasmanian Government;
  - (iii) if a TG Director retires or vacates their office before the end of their term, the Tasmanian Government may appoint a new Director to fill the vacancy; and
  - (iv) if a TG Director is removed in accordance with clause 29, the Tasmanian Government may replace that TG Director at its absolute discretion;
- (c) the appointment (including the term of appointment) and removal of the Chair is governed by clause 37; and
- (d) subject to the Corporations Act, any Director who has been appointed to fill a retirement or casual vacancy will hold the applicable office until required to retire at the end of their term of appointment in accordance with this clause 26 or the office becomes vacant under clause 30. For the avoidance of doubt, this means that if a Director has been appointed to replace a retiring Director (**Outgoing Director**), that Director's term of office is only the balance of the Outgoing Director's term of office.

## 27 Eligibility for appointment as Director

Notwithstanding any other provision of this constitution, to be eligible to be appointed as a Director, a person:

- (a) must:

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- (i) be an individual;
  - (ii) be at least 18 years old; and
  - (iii) not be otherwise ineligible or disqualified from holding office under this constitution or the Corporations Act; and
- (b) is not required to be a Member of the Club.

## **28 Executive Director**

### **28.1 Appointment of Chief Executive Officer**

- (a) The Board must appoint a Chief Executive Officer on such terms as the Board sees fit.
- (b) Unless the Board determines otherwise, the role and duties of the Chief Executive Officer are as set out in clause 44.

### **28.2 Chief Executive Officer to become Executive Director**

On the Competition Commencement Date, the Board:

- (a) must appoint the Chief Executive Officer to the office of Executive Director, which appointment will continue for so long as that person remains the Chief Executive Officer; and
- (b) may confer on the Executive Director any of the powers that the Board may exercise.

### **28.3 Consequence of cessation as Director**

- (a) A person ceases to be the Executive Director if they cease to be the Chief Executive Officer.
- (b) A person vacates the office of, and ceases to be, a Director if they cease to be the Executive Director.

## **29 Removal of Directors**

- (a) Subject to clauses 13(e), 13(f) and 29(b), the other provisions of this constitution and the Corporations Act, the Company may, by a resolution passed at a general meeting, remove a Director, and:
  - (i) if the person removed was an AFL Director or the Chair, the AFL may appoint a replacement in accordance with clause 26(a)(iv); or
  - (ii) if the person removed was a TG Director, the Tasmanian Government may appoint a replacement in accordance with clause 26(b)(iv).
- (b) Despite any other clause of this constitution, if the person to be removed in accordance with clause 29(a) is:

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- (i) an AFL Director or the Chair, then the AFL is the only Member entitled to vote on the resolution;
  - (ii) a TG Director, then, subject to clause 25.4(b), the Tasmanian Government is the only Member entitled to vote on the resolution; and
  - (iii) the Executive Director, then the Executive Director may only cease to be a Director, and their office vacated, in accordance with clauses 28.3 and 30(a)(vii),

and, for the avoidance of doubt, no other Member will be entitled to vote on a resolution to remove any Director referred to in this clause 29.

### **30 Vacation of office**

- (a) Without limiting clause 26, a Director ceases to be a director of the Company if:
  - (i) the Corporations Act so provides;
  - (ii) the Director resigns by notice to the Club;
  - (iii) the Director is removed in accordance with clause 29.
  - (iv) the Director is absent, without the consent of the Board, from all Directors' meetings conducted during any six month period;
  - (v) the Director dies or becomes mentally incapable of fulfilling that Director's duties as a director and the Director's estate or property has had a personal representative or trustee appointed to administer it;
  - (vi) the Director retires pursuant to clause 26; or
  - (vii) in the case of the Executive Director, their employment or engagement to act as Chief Executive Officer ceases or is terminated or any reason.
- (b) Notwithstanding any other provision of this constitution, if:
  - (i) any liquor control and/or gaming legislation applies to the Club from time to time (whether in its own name, or by virtue of any of its associates); and
  - (ii) such legislation contains requirements in relation to the appointment, election and/or removal of Directors,then any appointment, election or removal of any Directors under this constitution will be subject to the Club complying with all such legislative requirements.
- (c) If any Director is found not to be a fit and proper person to act in the capacity of Director, after all avenues of appeal have been exhausted, that Director must resign from their office.

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## 31 Remuneration

- (a) Subject to clause 31(b), unless the relevant Director (whether directly or through associated entities) is a contractor to the Club in some other capacity approved by the Board:
  - (i) a Director is not entitled to remuneration for their conduct of their directorship; but
  - (ii) a Director will be entitled to be reimbursed, and the Club must reimburse each Director, for all expenses properly incurred by the Director in their capacity as a Director of the Club.
- (b) The Executive Director may be paid such remuneration as determined by the Board in accordance with clause 44.
- (c) Without limiting clause 31(a), the Club must pay reasonable travelling and other expenses that a Director properly incurs in undertaking the Club's business.

## 32 Director's interests

- (a) Subject to the Corporations Act, any other applicable laws and the Licence Agreement, a Director may during their directorship:
  - (i) hold some other office or position (except as auditor) within the Club, on any terms the Board decides (including a position for which that Director receives market remuneration for the bona fide provisions of any services);
  - (ii) hold an office or otherwise be interested in any related body corporate or other body corporate, including a related body corporate or other body corporate in which the Club is interested; and
  - (iii) retain benefits for doing so,provided that:
  - (iv) the Director complies with clause 32(e); and
  - (v) the relevant office, position or other interest is not a position, office, stake or other interest in a corporation or business engaged in or involved in the fielding of a team in any professional sporting code (including soccer, basketball, rugby union or rugby league) other than the Australian Football League or any Australian Football match other than a match approved by the AFL.
- (b) Subject to the Corporations Act and other applicable laws, a Director who has a material personal interest in a matter that is being considered at a Board meeting may not:
  - (i) be present while the matter is being considered at the meeting;
  - (ii) vote on the matter; and

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- (iii) be counted in a quorum for a meeting considering the matter.
  - (c) A Director will not be taken to have a material personal interest in a matter that involves the AFL solely because the Director is an officer or employee of the AFL, or because the Director was appointed by the AFL.
  - (d) Subject to clause 32(b) and the Corporations Act and other applicable laws:
    - (i) a Director (or a spouse, parent, child and other relatives of a Director or child of a spouse or other relative, or any entity in which a Director or a spouse, parent, child or other relative of a Director or child of a spouse has an interest) may contract or make an arrangement with the Club (or a related body corporate or a body corporate in which the Club is interested) in any matter and in any capacity; and
    - (ii) a Director may retain benefits under that contract or arrangement and the Club cannot avoid that contract or arrangement because of the Director's interest.
  - (e) A Director must disclose to the Board all contracts, arrangements, offices, positions, stakes or other interests referred to in clauses 32(a) and 32(c) that are held by the Director or of which the Director is aware.
  - (f) A disclosure required by clause 32(e) must be given through the delivery of a notice that:
    - (i) includes details of:
      - (A) the nature and extent of the interest; and
      - (B) the relation of the interest to the affairs of the Club; and
    - (ii) is to be given at a Board meeting as soon as practicable after the Director becomes aware of their interest in the matter.
  - (g) A Director required to give notice under clauses 32(e) and 32(f) may give standing notice of the nature and extent of the interest in the matter in accordance with the Corporations Act and this constitution.

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

### **33 Circulating resolutions**

- (a) The Directors may pass a resolution without a Board meeting being held, if:
  - (i) all Directors entitled to vote on the resolution have first been provided a copy of the resolution at least 2 Business Days prior to the resolution being passed, or such shorter or longer period as determined by the Directors; and
  - (ii) a majority of the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.

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In this Part 5 only, a 'majority' means:

- (iii) in the event there are an even number of Director positions comprising the Board - fifty percent of those positions plus one; and
  - (iv) in the event there are an odd number of Director positions comprising the Board - fifty percent of those positions rounded up the nearest whole number.
- (b) Separate copies of a document may be used for signing by Directors, if the wording of the resolution and statement is identical in each copy.
  - (c) The resolution is passed on the date and at the time a majority of Directors have signed the resolution.
  - (d) Passage of the resolution must be recorded in the Club's minute books, and notice must be given to those Directors who did not sign the resolution.

### **34 Calling and conducting meetings of the Board**

- (a) A Board meeting may be called by any Director giving notice individually to each other Director in accordance with clause 35(b)(iii).
- (b) On the request of any Director, the Secretary must call a Board meeting by giving notice to each Director in accordance with clause 35(b)(iii).
- (c) The Board may:
  - (i) meet at such times and places;
  - (ii) adjourn its meetings to such times and places; and
  - (iii) otherwise conduct and regulate its meetings,as, when and how the Board determines from time to time.
- (d) Notwithstanding anything in clause 34(c) or any other provision of this constitution, a Board meeting may be called or held using any Virtual Meeting Technology consented to by all the Directors. The consent may be a standing one, and a Director may only withdraw consent within a reasonable period before the meeting.
- (e) A Director will only be deemed to:
  - (i) be present at a Board meeting that is held using Virtual Meeting Technology for the period during which the Director is connected to their telephone or other communication device; and
  - (ii) have left a meeting that is held using Virtual Meeting Technology:
    - (A) where that Director clearly states to the Chair of the meeting that the Director is disconnecting their telephone or other communication device; or

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- (B) where and for the period that the Director's connection to the telephone or other communication device is interrupted or disconnected for some other reason.
  - (f) The ruling of the Chair of the meeting will be accepted as the final determination of all questions of order or procedure that arise at a Board meeting.

## 35 Notice

- (a) Notice of a Board meeting must be given to each Director.
- (b) The notice must:
  - (i) specify the day, time and place of the meeting (and include a description of, and a connection to (if applicable), any Virtual Meeting Technology that is proposed to be used);
  - (ii) state the business to be transacted; and
  - (iii) be given at least 2 Business Days before the meeting, unless all Directors otherwise agree to a shorter or longer period of notice.
- (c) If a Director does not receive the notice of a meeting, or a complete notice, as required under clause 35(a), that non-receipt or incomplete notice does not in itself invalidate anything done at the meeting if:
  - (i) the failure was genuinely accidental;
  - (ii) the Director gives notice to the Club that they waive the requirement for notice or agrees to the thing or things done at the meeting; or
  - (iii) the Director attends the meeting.

## 36 Quorum

- (a) The quorum for a Board meeting is a majority of the Directors entitled to vote and including at least half the AFL Directors, provided that all Directors have been provided prior notice of the meeting in accordance with clause 35(b)(iii).
- (b) For the avoidance of doubt:
  - (i) the quorum must be present at all times during the meeting; and
  - (ii) decisions of the Board are only validly passed where a majority of Directors entitled to vote are present during the making of that decision.
- (c) If at the time a Board meeting is scheduled to be conducted there are not sufficient Directors in office to form the quorum required by clause 36(a), the remaining Directors may only act at that meeting:
  - (i) to increase the number of Directors to a quorum, subject to other requirements set out in this constitution;

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- (ii) to call a general meeting of the Club; or
  - (iii) in an emergency.

## **37 Chair**

- (a) Subject to clause 25.3, the AFL may appoint one person as Chair (who will also be a Director by virtue of their appointment as the Chair) for a term of up to three years. At the end of their term of appointment, the Chair will be available for re-appointment at the discretion of the AFL.
- (b) If the Chair retires or vacates their office before the end of their term, the AFL may appoint a new Chair to fill the vacancy.
- (c) In accordance with clause 29, the AFL may remove and replace the Chair with an AFL Director (in which case that person will cease to be an AFL Director) or any other person that the AFL sees fit.
- (d) Subject to this clause 37, the Chair is entitled to, and must, where reasonably practicable, chair each Board meeting.
- (e) In the event that:
  - (i) there is no Chair of the Board, or if the Chair is not present within 30 minutes after the time set out in the notice of meeting or is unable or unwilling to act (for the whole or any part of a meeting), the Directors present must elect one of the AFL Directors to chair the relevant part of the meeting; or
  - (ii) the Directors present do not elect one of themselves to chair the meeting in accordance with clause 37(e)(i), the meeting is dissolved.

## **38 Board decisions**

- (a) Subject to the Corporations Act, each Director has one vote at each Board Meeting.
- (b) Unless otherwise stated in this constitution or required by the Corporations Act, where this constitution refers to:
  - (i) a resolution of the Board;
  - (ii) the approval or determination of the Board; or
  - (iii) the exercise of a discretion by the Board,

that resolution is passed, the approval or determination is obtained or a discretion is exercised (as applicable) by a majority of the votes cast by Directors entitled to vote on the relevant resolution or other matter.

- (c) In the case of an equality of votes, the Chair does not have a casting vote in addition to their vote as a Director.

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- (d) All acts performed or matters resolved by any Board meeting or by any person acting as a Director will be valid as if that person was validly appointed, notwithstanding the subsequent discovery of some defect in the appointment of such person.

## Part 6 - Directors' powers

### 39 General powers

- (a) The Licensed Operations and other business and affairs of the Club are to be managed by or under the direction of the Board.
- (b) The Board will liaise with the Chief Executive Officer/Executive Director and other executive management of the Club in respect of all policies that are established or developed by the Board from time to time and particularly as regards the establishment and/or implementation of such policies.
- (c) The Board may exercise all the powers of the Club except any powers that the Corporations Act or this constitution requires the Club to exercise in general meeting.

### 40 Execution of documents

- (a) Subject to the Corporations Act, the Club may execute a document without a common seal if the document is signed by:
  - (i) two Directors of the Club; or
  - (ii) a Director and a Secretary of the Club.
- (b) The Board will prepare or cause to be prepared a policy for executing documents (**Document Execution Policy**).
- (c) The Board may delegate the authority to execute documents in accordance with the Document Execution Policy.
- (d) The Board may decide, generally or specifically, that a Director or Secretary may sign certificates for membership of the Club by mechanical or other means.
- (e) This clause 40 does not limit the ways in which the Board may decide that the Club may execute a document (including a deed).

### 41 Negotiable instruments

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

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## **42 Committees and delegates**

- (a) The Board may delegate any of their powers (including this power to delegate) to a committee of Directors. The Board may revoke or vary that delegation from time to time.
- (b) A committee must exercise the powers delegated subject to any directions of the Board and in accordance with the scope of the delegation. The effect of the committee or delegate exercising a power in this way is the same as if the Board exercised it.
- (c) Part 5 of this constitution applies with the necessary changes to meetings of a committee, except that a person that is not a Director does not have a vote at such meetings.
- (d) The chair of each of the committees must report to each meeting of the Board and the Board must, subject to and in accordance with the Corporations Act, review and resolve to adopt the reports of each committee.

## **43 Attorney and agent**

- (a) The Board may appoint any person to be the attorney or agent of the Club for any purpose, for any period and on any terms (including as to remuneration) the Board from time to time decides.
- (b) The Board may delegate any of their powers to an attorney or agent.
- (c) The Board may from time to time revoke or vary:
  - (i) the appointment under clause 43(a); or
  - (ii) any power delegated to the attorney or agent.

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

## **44 Role and duties of Chief Executive Officer**

- (a) The Chief Executive Officer will be:
  - (i) responsible for the management of the business and affairs of the Club (including the conduct of the Licensed Operations); and
  - (ii) required to comply with and implement the policies and directions of the Board.
- (b) The terms and conditions of the Chief Executive Officer's employment (including the period of engagement and remuneration) will be determined by the Board in its discretion. Subject to applicable laws and any agreement between the Club and the Chief Executive Officer, the Board may remove or dismiss the Chief Executive Officer at any time, with or without cause, at which time the office of the Chief Executive Officer as the Executive Director (if applicable) will be vacated.

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- (c) The Chief Executive Officer will:
- (i) develop a plan to implement the policies and directions of the Board;
  - (ii) work with the Board to determine the vision and strategy of the Club;
  - (iii) be responsible for the implementation of the policies and directions that are established or developed by the Board. In implementing such policies, the Chief Executive Officer must follow any directions or specific resolutions of the Board;
  - (iv) be responsible for the carrying out on behalf of the Club of any duties required or appropriate to be carried out by the Club under the provisions of any applicable legislation;
  - (v) be responsible for ensuring that correct accounts, reports and books showing the financial affairs of the Club are kept and maintained, including by doing so in accordance with applicable laws, accounting practices and AFL requirements;
  - (vi) have the power to call a Board meeting in case of urgent business by giving reasonable notice to each Director;
  - (vii) arrange to receive and bank all moneys due to the Club and for the payments of all accounts and debts in the name of the Club;
  - (viii) keep a correct account of the receipts and expenditure of the Club and submit an extract thereof to the Board at each meeting; and
  - (ix) without limiting clauses 44(c)(i) or (iii), perform such other tasks, address such matters, and do such other things, as are reasonably required by the Board from time to time.
- (d) The Chief Executive Officer may delegate any or all of their powers or responsibilities.

## **45 Company Secretary**

- (a) The Board must appoint at least one, and may appoint more than one, company secretary of the Club for any period and on any terms (including as to the payment and quantum of remuneration) the Board decides.
- (b) Subject to any agreement between the Club and the Secretary, the Board may remove or dismiss the Secretary at any time, with or without cause.
- (c) Unless the Board otherwise decides, the Secretary will also act as the public officer of the Club.
- (d) The Secretary will, in addition to any duties and responsibilities detailed in this constitution, record in the minute books of the Club minutes of all resolutions and proceedings of all general meetings, Board meetings and committee meetings, and will keep and maintain the register of Members and all associated records (including by doing so in accordance with applicable laws, accounting practices and AFL requirements).

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## 46 Indemnity

- (a) Subject to clause 46(d), the Club must indemnify any Officer, or any person who takes part in, or is concerned with, management of the Club, out of the property of the Club against:
  - (i) every liability incurred by the person in that capacity (except a liability for legal costs); 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 person becomes involved because of that capacity.
- (b) Subject to the Corporations Act, the Club may enter into an agreement or deed with an Officer under which the Club agrees to do all or any of the following:
  - (i) allow the Officer and the Officer's advisers access to the Club's books (including minute books) for any agreed period;
  - (ii) indemnify the Officer in accordance with clause 46(a); and
  - (iii) keep the Officer insured for any period in respect of any act or omission done by the Officer as and in connection with their being an officer of the Club.
- (c) Subject to clause 46(d), the Club may indemnify any employee of the Club at the discretion of the Board.
- (d) Clauses 46(a), 46(b) and 46(b) do not apply to the extent that:
  - (i) the Club is forbidden by the Corporations Act or other law to indemnify the person against the liability or legal costs; or
  - (ii) an indemnity by the Club of the person against the liability or legal costs would, if given, be made void by the Corporations Act or other statute.
- (e) Subject to this constitution, the Corporations Act, or other law, the Club may pay all costs, losses and expenses which a person referred to in clauses 46(a) and 46(b) might incur or become liable to pay by reason of any contract entered into or act or thing done by them as such a person or in any way in charge of their duties.
- (f) Subject to the Corporations Act or any other relevant law, the Club may make an advance, on account of anticipated costs, losses and expenses, to a person referred to in clause 46(a) to assist the person in defending any proceeding brought against the person in that capacity.
- (g) If the Club makes an advance to a person under clause 46(f), the person must repay that advance if:
  - (i) judgment is not given in the person's favour;
  - (ii) the person is not acquitted; or
  - (iii) a court subsequently determines that the indemnification is not permitted.

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- (h) In this clause 46, **Officer** means an officer of the Club and includes the Secretary, the public officer of the Club and the Directors.

## **47 Auditors**

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

## **48 Returning Officer**

- (a) The Returning Officer will be the auditors of the Club or such other persons or organisation determined by the Board from time to time as being appropriate to conduct a ballot.
- (b) The Returning Officer is not entitled to:
- (i) vote at any meeting of the Club; or
  - (ii) accept appointment as a Director.

## **Part 8 - Records**

### **49 Register of Members**

- (a) The Club must keep a Register of Members:
- (i) in accordance with applicable requirements of the Corporations Act; and
  - (ii) that contains:
    - (A) the full names, addresses and dates of birth of all Members, together with their respective Membership Number and membership Class; and
    - (B) such other details as the Board requires from time to time.
- (b) The Register of Members may be kept using such means of technology as determined by the Board from time to time.

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- (c) The Club is only required to allow the inspection of any Register of Members where obligated to do so by the Corporations Act and other applicable laws (including privacy laws).
  - (d) Unless proved incorrect, the register of Members is sufficient evidence of the matters shown in the register.

## **50 Minute book**

- (a) The Club must keep minute books in which it promptly records:
  - (i) proceedings and resolutions of meetings of the Members;
  - (ii) proceedings and resolutions of Board meetings (including meetings of a committee of the Board); and
  - (iii) resolutions passed by the Board without a meeting.
- (b) The Club must ensure that minutes of a meeting are signed within a reasonable time after the meeting by one of the following:
  - (i) the chair of the meeting; or
  - (ii) the chair of the next meeting.
- (c) The Club must ensure that the minutes of a resolution passed without a meeting are signed by a Director within a reasonable time after the resolution is passed.
- (d) A minute that is so recorded and signed is evidence of the proceeding, resolution or declaration to which it relates, unless the contrary is proved.

## **51 Financial records**

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

## **52 Inspection**

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

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## Part 9 - Miscellaneous

### 53 Licence Agreement paramount

- (a) The terms of the Licence Agreement prevail to the extent of any inconsistency between this constitution and the Licence Agreement.
- (b) Notwithstanding any other provision of this constitution, and in accordance with clause 20(d)(i), the AFL is the sole Member that is entitled to vote on a resolution concerning any amendment to, modification or variation of, or repeal or replacement of, this constitution.

### 54 Notices must be in writing

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

### 55 Notice to Members

- (a) The Club may give notice to a Member:
  - (i) personally;
  - (ii) by sending it by post to the address of the Member in the Register of Members or the alternative address (if any) nominated by the Member from time to time; or
  - (iii) by sending it to the electronic address (if any) nominated by the Member from time to time.
- (b) A notice to a Member is sufficient even if the Member (whether or not a joint Member) is dead, mentally incapacitated, an infant or a bankrupt, and the Club has notice of that event.

### 56 Notice to Directors

The Club may give notice to a Director:

- (a) personally;
- (b) by sending it by post to the Director's usual residential or business address or any other address nominated by them from time to time;
- (c) if a notice calling a meeting, by sending it to the electronic address (if any) nominated by the Director from time to time; or
- (d) if any other notice by sending it to the electronic address (if any) nominated by the Director from time to time.

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## **57 Notice to the Club**

A person may give notice to the Club:

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

## **58 Addresses outside Australia**

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

## **59 Time of service**

- (a) A notice sent by post within Australia is taken to be given three Business Days after posting.
- (b) A notice sent by post to or from a place outside Australia is taken to be given seven Business Days after posting.
- (c) A notice sent by electronic means is taken to be given one hour after the electronic communication is recorded as being sent by the device from which the sender sent that electronic notice, unless the sender knows or could reasonably be expected to know that an electronic communication system has failed and as a result, the electronic notice was not received.

## **60 Evidence of service of a document on a Member**

A certificate in writing signed by a Director or Secretary stating that a document was sent is prima facie evidence of service.

## **61 Dispute Resolution**

- (a) This clause 61 does not apply to:
  - (i) any dispute between one or more of the AFL, the Tasmanian Government or the Club; or
  - (ii) any dispute, matter or circumstance arising out of, or in connection with, clause 11.
- (b) Any dispute arising between a Member and the Club in relation to this constitution or otherwise, must be resolved in accordance with the procedure set out in this clause 61 before either party commences any other process for resolving the dispute, including the commencement of court action.

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- (c) If a party believes that a dispute has arisen, it must serve a dispute notice on the other party, and:
- (i) the dispute notice must state that a dispute has arisen and identify in sufficient detail what the dispute is about;
  - (ii) the dispute notice must be provided to the other party following receipt of which the parties must meet within a period of 14 days to seek to resolve the dispute (**Initial Period**);
  - (iii) failing resolution of the dispute by the parties within the Initial Period, the parties may jointly request the appointment of a mediator, or failing agreement as to a mediator within 21 days of service of the dispute notice, either party may apply to the Chair of the Resolution Institute (or the Chair's delegated representative) to appoint a mediator;
  - (iv) once the mediator has accepted the appointment, the parties must comply with the mediator's instructions; and
  - (v) if the dispute is not resolved within 45 days of the appointment of the mediator, or any other period agreed by the parties in writing, the mediation ceases and the parties are entitled to pursue any other avenue available to them to resolve the dispute.
- (d) The mediator may fix the charges for the mediation which must be paid equally by the parties. The mediator acts as a mediator only, and not as an arbitrator.
- (e) If the dispute is settled, all parties must sign a terms of settlement agreement and those terms are binding on the parties.
- (f) The mediation must be confidential, and statements made by the mediator or the parties as well as discussions between the participants to the mediation whether before, after or during the mediation, cannot be used in any legal proceedings.
- (g) It will be a term of the engagement of the mediator that the parties release the mediator from any Court proceedings relating to the dispute or the mediation.
- (h) The mediator is not bound by the rules of natural justice and may discuss the dispute with a party in the absence of any other party.
- (i) This clause 61 does not prevent a person from commencing proceedings for urgent or interlocutory relief.

## 62 Transitional provisions

Notwithstanding any other clauses of this constitution:

- (a) A person who is a Director or Chair of the Club immediately before the commencement of this constitution (collectively, **Initial Directors**) is taken to be a Director or Chair (as applicable) under this constitution until AFL Directors, TG Directors and (if applicable) a Chair are appointed to replace the Initial Directors in accordance with clauses 25.1 and 37 (as applicable).

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- (b) A person who is the Chief Executive Officer or a Secretary immediately before the commencement of this constitution is taken to be the Chief Executive Officer or Secretary under this constitution pursuant to the terms of their contract with the Club then in effect.
  - (c) A person who is a Member of the Club immediately before the commencement of this constitution is taken to be a Member under this constitution, but has the rights and obligations attaching to its type or class of membership as are specified in or determined under this constitution.
  - (d) A person who is an auditor of the Club immediately before the commencement of this constitution is taken to be the auditor under this constitution pursuant to the terms of any contract between the Club and the auditor then in effect.

## Schedule – New Schedule 11

### Schedule 11. Governance Protocol

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#### 1. Interpretation

If there is anything in this Schedule that is inconsistent with the terms of the agreement, including Part G Infrastructure Development, the terms of the agreement will prevail.

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#### 2. Overview

##### 2.1 Stadium

The Tasmanian Government intends to build the Stadium at the Macquarie Point site to a standard suitable for hosting AFL matches and other major events (see separate specifications schedule).

Upon completion of construction, ownership and ongoing management of the Stadium will be transferred to Stadiums Tasmania.

##### 2.2 Training & Administration Facility

The Tasmanian Government intends to develop the TA Facility, on a suitable site within close proximity to the Hobart CBD and in line with AFL benchmarks.

The ownership and ongoing management of the TA Facility, upon completion of construction, is yet to be determined.

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#### 3. Purpose

This schedule sets out the key governance elements to enable the AFL and the Club (as the anchor tenant of the TA Facility and a key user of the Stadium) to have input into the key design and configuration of the Stadium, and input into the design and delivery of the TA Facility (as the end user) (**Projects**).

The key governance elements are largely the same across both Projects.

However, there are some key elements that are Project specific, such as membership and Commonwealth reporting.

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#### 4. Steering Committee

##### 4.1 Overview

The Steering Committee (**SC**) provides strategic leadership and oversight for each Project and provides a forum for interested parties to have input into the decision making process.

The Tasmanian Government will have ultimate responsibility and control over each Project.

##### 4.2 Stadium Steering Committee Role and Function

The Stadium SC is responsible to the relevant Tasmanian Government Minister (**Minister**) for ensuring that the Stadium Project is delivered to a specified budget and within determined timeframes.

The Stadium SC will receive advice and reports on matters as required from the Stadium Project Coordination Group, Executive Director (Major Stadiums) and the Project Director supported by specialist advisers, and other Departmental staff as required/appropriate.

The Stadium SC will oversee the administration of the Stadium Project in accordance with agreed responsibilities and authorities assigned for specific Stadium Project related matters. In the absence of a specific matter being identified, established Department of State Growth (**DSG**) processes shall apply.

The Stadium SC will consider variations to scope, timeframe and/or budget, where the overall delivery of the Stadium Project is not impacted, and the cost can be accommodated within the total budget allocation.

The Stadium SC is to report directly to the Minister on a regular basis, and through the Minister to Cabinet. In doing so, the Stadium SC will provide specific advice and recommendations on any key decisions and threshold issues relating the scope, timeframe, budget, and relevant approvals for the Stadium Project.

The Stadium SC will endorse reports to the Commonwealth (or equivalent) providing relevant documentation to attest to the progress of the Stadium Project, to be prepared in accordance with reporting requirements set out in the Commonwealth Funding Agreement.

#### **4.3 TA Facility Steering Committee Role and Function**

The TA Facility SC is responsible for ensuring that the construction of the TA Facility is delivered to the required specifications and agreed design within an agreed budget and timeframes.

The TA Facility SC will receive advice and reports on matters as required.

The TA Facility SC will consider variations to scope, timeframe and/or budget.

The TA Facility SC will report to:

- (i) the Club Board, via any representative as determined from time to time by the Club;
- (ii) the AFL, via any representative as determined from time to time by the AFL; and
- (iii) the Tasmanian Government, via the Macquarie Point Urban Renewal Oversight Steering Committee or any other representative as determined from time to time by the relevant Minister.

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## **5. Membership of Stadium Steering Committee**

### **5.1 Chair**

Secretary, Department of State Growth

### **5.2 Membership**

Department of State Growth – various nominees

Department of Treasury and Finance – one nominee

Department of Premier and Cabinet – one nominee

Macquarie Point Development Corporation – one nominee

Stadiums Tasmania – one nominee

AFL – one nominee

Commonwealth representatives - TBC

Independent Stadium Development Expert – one nominee

Note: final organisational membership to be approved by the relevant Minister provided that the AFL will always be entitled to be a member and will be permitted to choose its own nominee.

### **5.3 In Attendance**

Department of State Growth – various project directors

Specialist Project Advisers - as required

Secretariat: Department of State Growth

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## **6. Membership of TA Facility Steering Committee**

### **6.1 Chair**

Tasmanian Government nominee

### **6.2 Membership**

Tasmanian Government – one nominee

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AFL – one nominee

Tasmanian AFL Club – one nominee

Note: the parties will be entitled to choose their own nominees.

### 6.3 In Attendance

Project Manager

Specialist Project Advisers - as required

Secretariat - Department of State Growth

### 6.4 Voting

Each member of the TA Facility Steering Committee is entitled to one vote. Any decision made by the TA Facility Steering Committee will require unanimous approval of each member. The chair of the TA Facility SC will not have a casting vote.

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## 7. Member Roles

In performing its role, each SC is required to undertake the following functions:

- (a) take all reasonable steps to ensure effective organisation and management of each Project through robust project governance oversight, and best practice reporting and administrative practice;
- (b) monitor and take all reasonable steps to ensure each Project adheres to all delegations and authorities;
- (c) approve Terms of Reference for any governance group established for the purposes of each Project, and review on an annual basis;
- (d) consider monthly project status reports from the Project Manager and others as required to manage progress and delivery against milestones for the project relating to scope, budget alignment and prescribed timelines;
- (e) identify, monitor, and develop mitigation strategies to address substantial risks and actively oversee the identification and management of strategic issues arising in each Project;
- (f) consider recommendations from the Project Manager and any other attendees as appropriate;
- (g) consider and resolve issues referred to the SC;
- (h) escalate sensitive, political, or unresolved issues to the Minister; and
- (i) report periodically to the Minister, and/or Cabinet.

The AFL will provide reasonable support to the Tasmanian Government in providing the expertise of AFL staff, subject to availability, to assist with the planning, design and build process of each Project (on terms to be agreed between the AFL and Tasmanian Government).

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## 8. Stadium Project Coordination Group

### 8.1 Overview

The Stadium Project Coordination Group (**PCG**) will provide coordinated, integrated and balanced advice and recommendations in relation to the planning and delivery of each Project.

### 8.2 Functions

The functions of the Stadium PCG include, but are not limited to:

- (a) receive a Project status update from the Project Director/Principal consultants;

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- (b) provide operational and strategic advice to the Project Director on key policy decisions and recommendations on issues relating to project design and scope, timeframes, risk and budget;
  - (c) identify, communicate and report on relevant Project risks, including new and emerging, and assist in the development, implementation and monitoring of mitigation strategies;
  - (d) assist and ensure all relevant information is available as required to the Project Director and consultants;
  - (e) work with the Project Director, principal consultants and key users in the development of feasibility studies and design development to ensure the functional requirements of the Project are met;
  - (f) represent and act as the lead exchange of information between the Project Manager and the end users/key stakeholders; and
  - (g) development of recommendations for endorsement by the Stadium Steering Committee.

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## **9. Membership of Stadium PCG**

### **9.1 Chair**

Executive Director, Major Stadiums, Department of State Growth

### **9.2 Membership**

Department of State Growth – various nominees

Macquarie Point Development Corporation – one nominee

Stadiums Tasmania – one nominee

AFL – one nominee

Commonwealth representatives – TBC

Note: final organisational membership to be approved by Secretary, DSG provided that the AFL will always be entitled to be a member and will be permitted to choose its own nominee.

### **9.3 In Attendance**

Department of State Growth – various project directors

Specialist Project Advisers – as required

Secretariat: Department of State Growth

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## **10. Meeting Times**

The SC & Stadium PCG will generally meet monthly and will consider out-of-session matters as required.

Other than with respect to the TA Facility SC, in months where a meeting is not required to consider and make determinations on matters of significance, the Chair may decide that the scheduled meeting is not held and that members are to consider meeting papers out-of-session.

In respect of the TA Facility SC, the members may agree an alternate meeting frequency, and any member may call an urgent meeting subject to providing reasonable notice of the meeting to the other representatives

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## **11. Meeting Protocols**

Proxies for meetings are required to be submitted and approved by the Chair prior to meetings.

A quorum is constituted by a majority of the total number of members for the time being. In respect of the TA Facility Steering Committee, a quorum will require attendance by the

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Tasmanian Government member (or their proxy) and at least a representative of the Club or the AFL (or their proxies).

The agenda for each meeting will be confirmed between the Chair and Executive Director/Project Director.

Meeting papers will be distributed a minimum of three full working days prior to a meeting.

Draft minutes will be circulated within five working days following a meeting and will be endorsed at the following each meeting.

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## **12. Minimum Specifications Sub Committee**

### **12.1 Overview**

A Minimum Specifications Sub Committee (**MSSC**) will be established as a sub-committee of the Stadium Steering Committee during the design phase of the Stadium Project to ensure that the minimum specifications of the Stadium Project as are set out in Schedule 10 (Stadium Specifications) are reflected in the detailed designs.

### **12.2 Functions**

The functions of the MSSC include, but are not limited to, input into the design of the Stadium and confirmation that the minimum specifications detailed in Schedule 10 (Stadium Specifications) are included in the final design.

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## **13. Membership of MSSC**

### **13.1 Chair**

Executive Director, Major Stadiums, Department of State Growth

### **13.2 Membership**

Department of State Growth – one nominee

AFL – one nominee

Note: final organisational membership to be approved by Secretary, DSG provided that the AFL will always be entitled to be a member and will be permitted to choose its own nominee.

### **13.3 In Attendance**

Department of State Growth – various project directors

Secretariat: Department of State Growth

Any other attendees as agreed by members of the MSSC

## Schedule 12. Statutory Approvals

Statutory Approval	Description	End Date for satisfaction of relevant Statutory Approval
TA Facility		
Planning (TA Facility)	Obtaining all relevant planning and environmental approvals for the TA Facility Construction Activities In accordance with the relevant laws	30 November 2025
Appropriation of funds (TA Facility)	Appropriation of funds for entry into the TA Facility Construction Contract in accordance with Part IV of the <i>Constitution Act</i> 1934 (Tas)	30 November 2025
Public works committee approval secured (TA Facility)	Obtaining approval of the Public Works Committee to proceed with construction of the TA Facility	30 November 2025
Stadium		
Planning (Stadium)	Obtaining all relevant planning and environmental approvals for the Stadium Construction Activities In accordance with the relevant laws	30 November 2025
Appropriation of funds (Stadium)	Appropriation of funds for entry into the Stadium Construction Contract in accordance with Part IV of the <i>Constitution Act</i> 1934 (Tas)	30 November 2025
Public works committee approval secured (Stadium)	Obtaining approval of the Public Works Committee to proceed with construction of the TA Facility.	30 November 2025