

DISCLOSURE

Agreement: Club Funding and Development Agreement

Date signed: 3 May 2023

Parties: The Crown in Right of Tasmania (acting through the Department of State Growth) and Australian Football League

Explanatory notes:

Clause 21.2(a): Funding Commitments

The Tasmanian Government funding commitment to the Stadium Development is denoted as \$460 million. This amount includes the Tasmanian Government commitment of \$375 million and a further \$85 million to be procured through borrowings against land sale or lease for commercial uses.

Schedule 3: AFL Licence Agreement & Schedule 4: AFLW Licence Agreement

Licence Agreements between the AFL and all Clubs are not publicly available as they relate to matters for the Club and the AFL.

However, the parties have jointly agreed to release the Licence Conditions required to be satisfied by the Tasmanian Government, as referenced in the Club Funding and Development Agreement.

Schedule 6: Ground Occupancy Agreement

The Ground Occupancy Agreement has been partially agreed only. As such, it remains subject to negotiation on elements not yet agreed and is not considered final by the parties.

Club Funding and Development Agreement

Details

Date

3/5/23

Tasmanian Government

Name The Crown in Right of Tasmania (acting through the Department of State Growth) (ABN 36 388 980 563)

Contact Department of State Growth

Address Salamanca Building, 4 Salamanca Place, Hobart TAS 7000

Phone [REDACTED]

Email [REDACTED]

AFL

Name Australian Football League (ACN 004 155 211)

Contact [REDACTED]

Address AFL House, 140 Harbour Esplanade, Docklands VIC 3008

Phone (03) 9643 1999

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Recitals

- A The AFL conducts Australian football competitions and associated events throughout Australia generating substantial public following and goodwill.
- B The Tasmanian Government wishes to provide funding in relation to:
- (a) the establishment and operation of a club based in Tasmania to participate in the AFL Competition and AFLW Competition; and
 - (b) the design, development and construction of a new Stadium based in Hobart and a training and administration facility based in Hobart.
- C Construction of a new Stadium in Hobart and a TA Facility in Hobart are essential to the financial viability and on-field success of any new Club based in Tasmania and are some of the conditions for the AFL's grant of a licence for a new Club based in Tasmania to participate in the AFL and AFLW Competitions.
- D The AFL has made the following public commitments to the support of Australian football within Tasmania should the AFL grant a licence for a new Club based in Tasmania to enter the AFL Competition and the Licence Conditions are satisfied or waived, such commitments to be spread over the period from 2023 until at least the 10th year any new Club has been participating in the AFL Competition:

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- [REDACTED]
- (a) provision of approximately \$90 million of funding for game development, community football and community infrastructure within Tasmania; and
- (b) provision of approximately \$33 million of funding towards talent pathways for Tasmanian children including the development of talent academies within Tasmania.
- E On 29 April the Australian Commonwealth Government announced the Commonwealth Stadium Funding Contribution for urban renewal of the Macquarie Point site in the Hobart waterfront area including the build of a new stadium in that area.
- F On or about the date of this agreement, the AFL Commission has resolved to grant the Club the status of a club under the AFL Constitution on the terms of the Licence Agreements and the Club will have a right to field a team in the AFL Competition subject to the satisfaction of relevant conditions as set out in the AFL Licence Agreement. The AFL Commission decision is subject to the process described in clause 27 of the AFL Constitution
- G Subject to relevant conditions being met as set out in this agreement:
- (a) the Tasmanian Government will develop and fund the design, development and construction of the TA Facility and enter into long term lease arrangements in respect of the TA Facility with the Club under the terms of a TA Facility Lease Agreement;
- (c) the Tasmanian Government will develop and fund the design, development and construction of the Stadium and grant long term usage rights in respect of the Stadium to the Club under the terms of a Ground Occupancy Agreement; and
- (d) the AFL will contribute certain funding amounts to the development of the Stadium and TA Facility.
- H The parties have agreed to enter into this agreement to record the terms and conditions upon which:
- (a) the Tasmanian Government will make certain funding payments to the Club in relation to the establishment and operation of the Club and certain other matters;
- (b) the Tasmanian Government and the AFL will make certain funding payments in relation to the development of the Stadium and TA Facility;
- (c) the Tasmanian Government will procure certain additional funding payments in relation to the Stadium;
- (d) the AFL will grant a licence to the Club to participate in the AFL Competition and AFLW Competition; and
- (e) the Stadium and TA Facility will be designed, developed and constructed.

Interpretation

Capitalised terms used in this agreement have the meaning given in clause 29 (Defined terms) unless the context requires otherwise.

PART A. Term and Club establishment

1. Term

The obligations under this agreement become legally binding and effective from the Start Date and, unless terminated earlier in accordance with the express terms of this agreement, end on the End Date.

2. Club Establishment

2.1 Establishment activities

The AFL agrees that on or before the date occurring 60 days after the Start Date it will do all things necessary to:

- (a) incorporate the Club;
- (b) cause the Club to formally adopt the Constitution as its constitution;
- (c) procure that the Club enter into the Licence Agreements (such Licence Agreements to be conditional on the satisfaction or waiver by the AFL of the Licence Conditions);
- (d) procure that the Club enters into a Deed of Accession and delivers an original executed version of that Deed of Accession to the AFL and the Tasmanian Government; and
- (e) procure that the Club opens a bank account with an authorised deposit taking institution and provides details of that bank account to the Tasmanian Government.

2.2 Deed of Accession

- (a) The AFL will be responsible for completing all details in the Deed of Accession and providing a complete copy of the Deed of Accession executed by the AFL and the Club to the Tasmanian Government for execution following incorporation of the Club.
- (b) The Tasmanian Government must, as soon as reasonably practicable after the complete Deed of Accession which has been executed by the Club and the AFL has been provided to the Tasmanian Government by the AFL, and in any event within 2 weeks of receipt of the complete Deed of Accession, enter into the Deed of Accession and deliver to the AFL and the Club an original version of that Deed of Accession duly executed by the Tasmanian Government.

2.3 Inaugural Chair

- (a) During the Term, the AFL will consult with the Tasmanian Government in relation to the appointment of the inaugural Chair of the Club.
- (b) Despite the consultation process referred to in clause 2.3(a), the AFL is wholly responsible for and will have the sole responsibility for the appointment of the inaugural chairperson of the Club.

2.4 Assistance

The Tasmanian Government must do all things reasonably required by the AFL to facilitate and otherwise assist the AFL to comply with its obligations under clause 2.1 (Establishment).

2.5 Additional Licences

The AFL agrees not to issue any additional licences to any entity whose primary assets, operations and employees are located in Tasmania to compete in the AFL Competition or the AFLW Competition during the Term, except for the Club if the Licence Conditions are satisfied or waived.

PART B. Conditions

3. Commonwealth Funding

3.1 Commonwealth Funding Conditions

The obligations of the Tasmanian Government to continue to:

- (a) pay any Funding Amounts that are scheduled to be paid to the Club; or
- (b) pay any costs associated with the development and construction of the TA Facility and the Stadium (including the Stadium Initial Development Activities) that are scheduled to be incurred by the Tasmanian Government,

after the Commonwealth Funding Sunset Date is subject to the execution of a Commonwealth Funding Agreement on or before the Commonwealth Funding Sunset Date.

3.2 Commonwealth Funding Agreement terms

- (a) The Tasmanian Government agrees to seek any relevant consents from the Commonwealth Government necessary to provide the AFL with a copy of any provisions of the Commonwealth Funding Agreement that:
 - (i) restricts the Tasmanian Government in the performance of its obligations under this agreement; or
 - (ii) impacts on the rights and obligations of the Club or the AFL under this agreement or a Transaction Document,

and, if such consents are provided, the Tasmanian Government will provide such provisions to the AFL for review.

- (b) To the extent that the AFL has any comments on the relevant provisions from the Commonwealth Funding Agreement following its review pursuant to clause 3.2(a), the Tasmanian Government agrees to use its best endeavours to address those comments prior to execution of the Commonwealth Funding Agreement.
- (c) Prior to executing the Commonwealth Funding Agreement, the Tasmanian Government agrees to provide the AFL with a written confirmation that there are no provisions in the Commonwealth Funding Agreement that restricts the Tasmanian Government from performing its obligations under this agreement or negatively impacts on the rights and obligations of the Club or the AFL under this agreement or a Transaction Document.

3.3 Commonwealth Funding Sunset Date

- (a) If the Commonwealth Funding Condition is not satisfied before 5.00pm on the Commonwealth Funding Sunset Date, either the Tasmanian Government or the AFL may provide 30 days written notice of its intention to terminate this agreement to the other parties.
- (b) If the Commonwealth Funding Condition is not satisfied before the expiration of that 30 day notice period then this agreement will automatically terminate on expiration of the 30 day notice period.
- (c) The Tasmanian Government acknowledges that any payments made by the Tasmanian Government to the Club prior to the time of termination pursuant to clause 3.3(a) will be retained by the Club.

4. Statutory Approvals

4.1 Statutory Approvals Condition

- (a) The obligations of the Tasmanian Government to undertake the TA Facility Construction Activities and the Stadium Construction Activities is subject to obtaining each Statutory Approval necessary to undertake those activities on reasonable terms on or before the relevant end date for that Statutory Approval as specified in Schedule 12 (Statutory Approvals).

- [REDACTED]
- (b) The Tasmanian Government will advise the AFL as soon as reasonably practicable of any matter that may have an impact on the Statutory Approvals Condition being satisfied on the relevant end date for that Statutory Approvals Condition as specified in Schedule 12 (Statutory Approvals) (**Statutory Approvals Condition Notification**). The AFL acknowledges that if it is provided with a Statutory Approvals Condition Notification in its capacity as a member of the Stadium Steering Committee or TA Facility Steering Committee (as applicable), then the Tasmanian Government will have satisfied its obligation under this clause 4.1(b).

4.2 Statutory Approvals Sunset Date

- (a) If the Statutory Approvals Condition is not satisfied before 5.00pm on the relevant end date for that Statutory Approvals Condition as specified in Schedule 12 (Statutory Approvals) then the Tasmanian Government must immediately notify the AFL and the AFL may provide 60 days written notice of its intention to terminate this agreement to the other parties.
- (b) If the relevant Statutory Approvals Condition is not satisfied before the expiration of that 60 day notice period then the AFL may terminate this agreement by written notice to the Tasmanian Government.
- (c) The Tasmanian Government acknowledges that any payments made by the Tasmanian Government to the Club prior to the time of termination pursuant to clause 4.2(b) will be retained by the Club.

5. AFL Licence

5.1 AFL Licence Conditions

The parties agree and acknowledge that:

- (a) the AFL Licence Agreement contains the AFL Licence Conditions; and
- (b) the AFL Licence Agreement may be terminated by the AFL if the AFL Licence Conditions are not satisfied or waived in accordance with the terms of the AFL Licence Agreement.

5.2 Ground Occupancy Agreement

- (a) The Ground Occupancy Agreement included at Schedule 6 (Ground Occupancy Agreement):
 - (i) has been proposed by the AFL as the base document to be used by the AFL and Stadiums Tasmania to finalise the negotiations in respect of the final Ground Occupancy Agreement;
 - (ii) represents the current state of negotiations between the Tasmanian Government and the AFL in respect of the use of the Stadium by the AFL and the Club;
 - (iii) is incomplete and, subject to clause 5.2(a)(v), does not represent the final agreed position between the parties and as such is subject to further discussions and negotiations before it can be considered final;
 - (iv) is not agreed with respect to the wording struck through; and
 - (v) is agreed with respect to the words that have not been struck through and will be included in any final Ground Occupancy Agreement agreed by the AFL and Stadiums Tasmania, unless agreed otherwise by the AFL and the Tasmanian Government.

5.3 Details of AFL Licence Agreement and AFLW Licence Agreement

The parties acknowledge that the AFL may amend Schedules 6 (List Establishment Rules) and 7 (Trade Marks and Products and Services) of the AFL Licence Agreement to insert the relevant information that, at the date of entry into the AFL Licence Agreement, will not be known.

5.4 Option to Extend Licence Conditions Sunset Date

- (a) If the Licence Conditions have not been satisfied or waived in accordance with clause 5.5 (Failure to satisfy Licence Conditions) by the Licence Conditions Sunset Date, the AFL may, in its absolute discretion but subject to compliance with clause 5.4(d) where the Licence Conditions Sunset Date is 31 October 2027, extend the Licence Conditions Sunset Date by a 12 month period.
- (b) If the Licence Conditions have not been satisfied by 12 months prior to the Licence Conditions Sunset Date, the AFL and the Tasmanian Government will consult on the prospects of the Licence Conditions being satisfied in the 12 month period following the Licence Conditions Sunset Date.
- (c) If the Tasmanian Government reasonably believes that the Licence Condition at clause 4(f) of the AFL Licence Agreement, which provides as follows:
 - (i) confirmation from an independent quantity surveyor appointed by the Tasmanian Government that 60% of the building works for the construction of the Stadium have been completed (as referenced by 60% of progress claims of the Adjusted Building Contract Sum certified by the project quantity surveyor) or such lesser percentage agreed to by the AFL in its absolute discretion,(Stadium Build Condition), will not be satisfied by 31 October 2027, the Tasmanian Government may give notice to the AFL at least 24 months prior to the Licence Conditions Sunset Date setting out:
 - (ii) the reason(s) why the Stadium Build Licence Condition will not be satisfied by the Licence Conditions Sunset Date;
 - (iii) what percentage of the Stadium building works it anticipates will be complete by the Licence Conditions Sunset Date; and
 - (iv) the anticipated date for Practical Completion of the Stadium,(Stadium Build Condition Notice).
- (d) If the Tasmanian Government provides a Stadium Build Condition Notice and the AFL is satisfied, acting reasonably, that:
 - (i) the Tasmanian Government has and is using its best endeavours to achieve the Stadium Build Condition by the Licence Conditions Sunset Date;
 - (ii) at least 50% of the building works for the construction of the Stadium will be completed by 31 October 2027; and
 - (iii) the anticipated date for satisfaction of the Stadium Build Condition will occur no later than 30 April 2028 or such other later date as is considered appropriate by the AFL,then the AFL will either:
 - (iv) waive the Stadium Build Condition in accordance with clause 5.5(a) (Failure to satisfy Licence Conditions); or
 - (v) exercise its option to extend the Licence Conditions Sunset Date by a 12 month period pursuant to clause 5.4(a),unless the Tasmanian Government is in breach of any obligation under this agreement.

5.5 Failure to satisfy Licence Conditions

- (a) The AFL will be the sole party entitled to waive any of the Licence Conditions.
- (b) The Licence Conditions may be waived by the AFL by providing written notice to the Tasmanian Government and the Club.



5.6 Licence Conditions Sunset Date

- (a) If the Licence Conditions are not satisfied or waived under clause 5.5 (Failure to satisfy Licence Conditions) before 5.00pm on the Licence Conditions Sunset Date, either the Tasmanian Government or the AFL may provide 30 days written notice of its intention to terminate this agreement to the other parties.
- (b) If the Licence Conditions are not satisfied or waived before the expiration of that 30 day notice period referred to in clause 5.6(a) then this agreement will automatically terminate on expiration of the 30 day notice period.
- (c) The Tasmanian Government acknowledges that any payments made by the Tasmanian Government to the Club prior to the time of termination will be retained by the Club.

5.7 AFLW Licence Agreement

- (a) The parties agree and acknowledge that:
 - (i) the AFLW Licence Agreement contains the AFLW Licence Conditions; and
 - (ii) the AFLW Licence Agreement may be terminated by the AFL if the AFLW Licence Conditions are not satisfied or waived in accordance with the terms of the AFLW Licence Agreement.
- (b) The AFL will retain absolute discretion on the year of entry of the Club into the AFLW Competition.

5.8 Access to Stadla

- (a) From the Competition Entry Date for the duration of the Term, the Tasmanian Government will, in respect of any stadium in Tasmania at which the AFL wishes to schedule a match in which the Club participates in an AFL Competition match or AFLW competition match, where the stadium is not controlled by the Tasmanian Government, use its best endeavours to procure that stadium access will be provided to the AFL and the Club on substantially the same commercial terms as are applicable to the relevant match as set out in the draft Ground Occupancy Agreement.
- (b) The AFL will use its best endeavours to agree reasonable commercial terms of access to such stadium in Tasmania (other than the Stadium) that satisfies the requirements of no less than a Tier 2 Venue as set out in the AFL Venue Guidelines, with the relevant stadium authority, in order to enable the AFL to schedule the relevant number of AFL Competition matches in Tasmania in each season during the Term in order to comply with its commitments under this agreement, provided that this clause 5.8(b) will not require the AFL to incur any costs with respect to the upgrade of any stadium in Tasmania, or to incur costs for the conduct of such matches at the stadium that are materially in excess of what the AFL would ordinarily incur for similar matches.

5.9 Stadla compensation

- (a) If Stadiums Tasmania is unable or unwilling to provide the AFL and the Club with Equivalent Stadium Access Terms and despite this the AFL still elects to schedule the relevant match at the Alternative Stadium then the AFL will within 30 days of the relevant match calculate and notify the Tasmanian Government of the:
 - (i) actual revenue generated for the AFL and the Club by playing the match at the Alternative Stadium and by providing, on an open book basis, full details of all costs and expenses incurred and revenue generated by the AFL and the Club on that match day in respect of playing the match at the Alternative Stadium (**Actual Match Revenue**); and
 - (ii) expected revenue that the AFL and the Club would reasonably have expected to generate for the AFL and the Club by playing the match at the Alternative Stadium on Equivalent Stadium Access Terms (**Expected Match Revenue**) and by providing a reasonably detailed comparison between the Actual Match Revenue and the Expected Match Revenue,

(Matchday Revenue Shortfall Notice).

- (b) If the Actual Match Revenue is less than the Expected Match Revenue (Matchday Revenue Shortfall) then the Tasmanian Government agrees to pay the AFL an amount equal to the Matchday Revenue Shortfall within 14 days of the provision of a Matchday Revenue Shortfall Notice and the AFL will pass onto the Club that portion of the Matchday Revenue Shortfall that the Club would have been entitled to had the match at the Alternative Stadium been held on Equivalent Stadium Access Terms.
- (c) For the avoidance of doubt, if the Actual Match Revenue is more than the Expected Match Revenue, then neither the AFL nor the Club will have any obligation to pay the Tasmanian Government the difference.

6. Initial Operational Funding

6.1 Initial Operational Funding Condition

The obligations of the Tasmanian Government to pay any Operational Funding Amount to the Club is subject to the AFL providing the Tasmanian Government with notice that all AFL Licence Conditions in the AFL Licence Agreement have been satisfied or waived by the AFL.

PART C. Funding commitments

7. General commitments

7.1 Funding

The Tasmanian Government will provide funding to the Club through the payment of:

- (a) the Establishment Funding Amounts on each Establishment Funding Payment Date; and
- (b) the Operational Funding Amount on an annual basis starting from the First Operational Funding Date,

in accordance with the terms and conditions of this agreement.

7.2 Purpose

- (a) The Club agrees that any Establishment Funding Amount paid to the Club under this agreement will be used for the sole purpose of assisting the Club to establish its operations in preparation for its admission into the:
 - (i) AFL Competition, such admission to be on the terms of the AFL Licence Agreement; and
 - (ii) AFLW Competition, such admission to be on the terms of the AFLW Licence Agreement.
- (b) The Tasmanian Government acknowledges that the Club operations referred to at clause 7.2(a) include the operations of the Club with respect to any team of the Club participating in a second tier Australian football competition administered by the AFL, such as the Victorian Football League and Victorian Football League Women's.
- (c) The Club and the AFL agree that any Operational Funding Amount paid to the Club under this agreement will be used for the sole purpose of funding the Club's Tasmanian Operating Costs.

7.3 Acknowledgement

The Tasmanian Government acknowledges that the payment of any funding amounts payable by the Tasmanian Government under this agreement does not create an entitlement for the Tasmanian Government to receive sponsorship, commercial rights or any other assets of, or rights in the Club.

7.4 Third party arrangements

Without limiting clause 7.3 (Acknowledgement), the Tasmanian Government acknowledges and agrees that the Club may:

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- (a) enter into any contractual arrangements in respect of sponsorship or other promotional activities for other persons, in each case without the Tasmanian Government's approval, provided that, during the Term, those contractual arrangements which the Club enters into are not written contractual arrangements knowingly entered into by the Club with Excluded Sponsors; and
 - (b) enter into contractual arrangements in respect of sponsorship or other promotional activities for other persons with Excluded Sponsors provided that the Club has first obtained the Tasmanian Government's prior written approval before doing so, which the Tasmanian Government will not unreasonably withhold or delay.

8. Establishment Funding

8.1 Club obligation

The Club must use its best endeavours to achieve the relevant Establishment Milestone(s) associated with each Establishment Funding Amount as set out in the Establishment Funding Schedule.

8.2 Payment of Establishment Funding

Subject to clause 8.3 (Failure to meet Core Establishment Funding Conditions), the Tasmanian Government will pay each Establishment Funding Amount in full to the Club on the Establishment Funding Payment Date.

8.3 Failure to meet Core Establishment Funding Conditions

- (a) If the Club fails to:
 - (i) achieve an Establishment Milestone by the relevant date set out in the Establishment Funding Schedule;
 - (ii) provide a report that it is required to provide under its reporting obligations as set out in clause 15 (Financial reporting)

(Core Establishment Funding Obligations),

then the Tasmanian Government may issue a written notice to the Club requesting compliance with these obligations within 3 months of receipt of the notice (**Establishment Funding Compliance Notice**).
- (b) If the Tasmanian Government has not issued an Establishment Funding Compliance Notice within 3 months after the date that the Core Establishment Funding Obligation had to be achieved or complied with, then the Tasmanian Government will be deemed to have waived all rights in respect of any non-compliance or non-achievement by the Club with the Core Establishment Funding Obligation.
- (c) If the Club has not complied with the Core Establishment Funding Obligations within 3 months of receipt of an Establishment Funding Compliance Notice then the Tasmanian Government and the Club must meet to negotiate in good faith whether any amendments should be made to the Core Establishment Funding Obligations.
- (d) If the parties have complied with clause 8.3(c):
 - (i) and the Tasmanian Government agrees to waive the non-compliance with the Core Establishment Funding Obligations or amend the Core Establishment Funding Obligations such that the Club can comply with the Core Establishment Funding Obligations then the Tasmanian Government will continue to pay all future scheduled Establishment Funding Payments without any deduction; or
 - (ii) for at least a 6 month period and the parties have not reached a resolution in respect of the non-compliance with the Core Establishment Funding Obligations then the Tasmanian Government may issue a further written notice to the Club stating that it will withhold \$500,000 (**Establishment Funding Reduction Amount**) from only the next Establishment Funding Amount due to be paid under this agreement (**Establishment Funding Reduction Notice**).

- [REDACTED]
- (e) If the Tasmanian Government withholds an Establishment Funding Reduction Amount in accordance with clause 8.3(d)(ii) and, within 18 months of the Establishment Funding Compliance Notice, the Club:
 - (i) cures the non-compliance with the Core Establishment Funding Obligations then the Tasmanian Government will pay the Establishment Funding Reduction Amount to the Club within 14 days of the cure; or
 - (ii) does not cure the non-compliance with the Core Establishment Funding Obligations then the Tasmanian Government will no longer be obliged to pay the Establishment Funding Reduction Amount to the Club.
 - (f) For the avoidance of doubt, the sole rights and remedies of Tasmanian Government for failure of the Club to achieve the Core Establishment Funding Obligations are as set out in this clause 8 (Establishment Funding).

8.4 Regular review

Once every 6 months during the Establishment Funding Period, or more frequently as deemed necessary by the parties, representatives from the Tasmanian Government, the AFL and (once incorporated) the Club will meet to discuss the financial position of the Club and to receive a status update in respect of how the Club is progressing towards satisfying the next relevant Establishment Milestone as set out in the Establishment Milestone Schedule.

9. Additional Establishment Funding

9.1 Licence Conditions Delay

- (a) If the AFL Licence Conditions have not been satisfied or waived by the AFL by 31 October 2027 (**Proposed Licence Entry Date**) and the AFL wishes to exercise its option under clause 5.4 (Option to Extend Licence Conditions Sunset Date) to extend the Licence Conditions Sunset Date for 12 months, then the Tasmanian Government must pay the Club an additional amount of \$4,500,000 on or before 1 November 2027.
- (b) If the AFL Licence Conditions have not been satisfied or waived by the AFL by any subsequent 12 month anniversary of the Proposed Licence Entry Date (**Anniversary Date**) and the AFL has again exercised its option under clause 5.4 (Option to Extend Licence Conditions Sunset Date) to extend the Licence Conditions Sunset Date for 12 months following the Anniversary Date, then the Tasmanian Government must pay the Club an additional amount of \$4,500,000 on or before 1 November in the Relevant Financial Year immediately following the relevant Anniversary Date (i.e. if the Anniversary Date is 31 October 2028 the additional amount is to be paid by 1 November 2028).

10. Operational Funding

10.1 Operational Funding Payments

Provided that the Initial Operational Funding Condition has been met and subject to:

- (a) clause 10.2 (Failure to meet Core Operational Funding Conditions); and
- (b) the Club remaining admitted to participate in the AFL Competition on the terms of the AFL Licence Agreement,

each Operational Funding Amount is to be paid by the Tasmanian Government to the Club as follows:

- (c) \$12 million on the First Operational Funding Date; and
- (d) an amount equal to the adjusted Operational Funding Amount on each Operational Funding Date occurring after the First Operational Funding Date.

10.2 Failure to meet Core Operational Funding Conditions

- (a) If the Club has failed to provide reports, plans and information that it is required to provide to the Tasmanian Government under its reporting and planning obligations under this agreement (**Core Operational Funding Obligations**) then the Tasmanian Government

may issue a written notice to the Club requesting compliance with these obligations within 3 months of receipt of the notice (**Operational Funding Compliance Notice**).

- (b) If the Tasmanian Government has not issued an Operational Funding Compliance Notice within 3 months after the date the relevant Core Operational Funding Obligation had to be complied with, then the Tasmanian Government will be deemed to have waived all rights in respect of any non-compliance by the Club with the Core Operational Funding Obligation.
- (c) If the Club has not complied with the Core Operational Funding Obligations within 3 months of receipt of an Operational Funding Compliance Notice then the Tasmanian Government and the Club must meet to negotiate in good faith whether any amendments should be made to the Core Operational Funding Obligations.
- (d) If the parties have complied with clause 10.2(c):
 - (i) and the Tasmanian Government agrees to waive the non-compliance with the Core Operational Funding Obligations or amend the Core Operational Funding Obligations such that the Club can comply with the Core Operational Funding Obligations then the Tasmanian Government will continue to pay all future scheduled Operational Funding Payments without any deduction; or
 - (ii) for at least a 6 month period and the parties have not reached a resolution in respect of the non-compliance with the Core Operational Funding Obligation then the Tasmanian Government may issue a further written notice to the Club stating that it will withhold \$500,000 (**Operational Funding Reduction Amount**) from only the next Operational Funding Payment due under this agreement (**Operational Funding Reduction Notice**).
- (e) If the Tasmanian Government withholds an Operational Funding Reduction Amount in accordance with clause 10.2(d)(ii) and, within 18 months of the Operational Funding Compliance Notice, the Club:
 - (i) cures the non-compliance with the Core Operational Funding Obligations then the Tasmanian Government will pay the Operational Funding Reduction Amount to the Club within 14 days of the cure; or
 - (ii) does not cure the non-compliance with the Core Operational Funding Obligations then the Tasmanian Government will no longer be obliged to pay the Operational Funding Reduction Amount to the Club.
- (f) For the avoidance of doubt, the sole rights and remedies of Tasmanian Government for failure of the Club to achieve the Core Operational Funding Obligation are as set out in this clause 10 (Operational Funding).

10.3 Operational Funding Top Up

- (a) Subject to clause 10.3(b), if for any reason the Stadium is not available to host an AFL Competition game from Round 1 of an AFL Competition season on or before the Club's second year of participation in the AFL Competition, the Tasmanian Government will pay the Club an additional amount of \$4,500,000 (**Operational Funding Top Up**) for each year that the Stadium is not available from Round 1 of the Club's second year of participation in the AFL Competition.
- (b) If the Stadium becomes available to host an AFL Competition game part way through an AFL Competition season, the Operational Funding Top Up payable for that year will be reduced on a pro rata basis based on the number of AFL Competition home matches that the Club plays at the Stadium as a percentage of total AFL Competition home matches the Club participates in (or will participate in) in that year (**Pro Rata Reduction**).
- (c) The Operational Funding Top Up will be payable at the same time as the Operational Funding Amount is payable for the relevant year and if clause 10.3(b) applies then the Club agrees to refund the Tasmanian Government an amount equal to the Pro Rata Reduction on or before the next occurring 1 November.

11. Additional operational funding

11.1 Review meetings

- (a) At least 5 years prior to the expiry of the Operational Funding Term, the parties will meet to discuss in good faith the financial position of the Club and the potential for the Tasmanian Government to provide additional funding after the expiry of the Operational Funding Term (**Initial Review Meeting**).
- (b) The parties will meet on at least 3 monthly intervals following the Initial Review Meeting for the remainder of the Operational Funding Term to continue discussions about the Tasmanian Government potentially providing additional funding after the expiry of the Operational Funding Term.

11.2 Financial thresholds

The parties acknowledge that the following Club financial thresholds will be considered when the parties meet in accordance with clause 11.1 (Review meetings) to discuss the financial position of the Club and the potential for the Tasmanian Government to provide additional funding:

- (a) net cash balance;
- (b) net asset position;
- (c) average cash operating profit;
- (d) revenue and cost forecasts; and
- (e) such other financial requirements as the AFL and Club consider appropriate.

11.3 Additional Funding Request

- (a) If, as a result of any review meeting referred to in clause 11.1 (Review meetings), either the Club or the AFL determine that the Club will not be financially sustainable (having regard to the financial thresholds described in clause 11.2 (Financial thresholds)) at the end of the Operational Funding Term, the Club or the AFL may request an extension of the Tasmanian Government's funding commitment for the Club (**Additional Funding Request**) setting out details of:
 - (i) the funding need;
 - (ii) the contributions that it is requesting from the Tasmanian Government, both in terms of amount and timeframes;
 - (iii) the steps that the Club is proposing to take to ensure that the Club can operate in a financially sustainable manner; and
 - (iv) the support that the AFL proposes to provide (or continue to provide) to the Club should the Tasmanian Government decide to provide further funding after the end of the Operational Funding Term.
- (b) If the Club or the AFL provides an Additional Funding Request then the Tasmanian Government will promptly meet with the Club and AFL to discuss in good faith a continued operational funding commitment after the expiry of the Operational Funding Term with a view to potentially agreeing to that new operational funding amount with the Club and the AFL.
- (c) The parties acknowledge that:
 - (i) payment of the Establishment Funding Amounts and Operational Funding Amounts and any Additional Establishment Funding Amounts and Operational Funding Top Ups are essential for the establishment and viability of the Club during the Term; and
 - (ii) as at the date of this agreement, the Club is likely going to require ongoing external funding support after the Term in order to financially support its operations and future viability.

11.4 Negotiated outcome

- (a) If the parties are able to agree to an extension to the Tasmanian Government's funding commitment to the Club after the expiry of the Operational Funding Term then the Tasmanian Government will cause an amendment document to be prepared and provided to the other parties reflecting the terms and conditions of the funding to be provided by the Tasmanian Government after the expiry of the Operational Funding Term.
- (b) The terms of any amendment document must be agreed in writing by all parties.

11.5 Failure to reach a negotiated outcome

If the parties are unable to reach an agreement on the future funding of the Club by the Tasmanian Government after the Operational Funding Term, then the AFL may elect at its sole discretion to:

- (a) modify either or both Licence Agreements, including by changing the location of the Club's training and administration base and / or its home ground for matches in the AFL Competition and / or AFLW Competition;
- (b) maintain the Licence Agreements provided that the rights of the Tasmanian Government under the Constitution, including to appoint directors to the Club, will cease; or
- (c) terminate either or both Licence Agreements.

PART D. Review and Default

12. Review Event

12.1 Review Event

Each of the following is a Review Event on written notice of the Review Event being provided by the Tasmanian Government to the AFL and the Club:

- (a) **(Constitution)** amendment of the Club's Constitution where such amendment negatively impacts on the Tasmanian Government's rights (or rights of its nominated directors only and not all of the directors of the Club) without first obtaining the Tasmanian Government's approval (such consent not to be unreasonably withheld);
- (b) **(TA Facility)** provided that the TA Facility has achieved Practical Completion and is not otherwise unavailable for use due to reasons outside the Club's control, the Club determines that it will no longer use the TA Facility as the Club's training and administrative base;
- (c) **(Stadium)** provided that the TA Stadium has achieved Practical Completion and is not otherwise unavailable for use due to reasons outside the Club's control, the Club determines that it will no longer use the Stadium as the Club's main home stadium;
- (d) **(minimum home games)** other than:
 - (i) subject to clause 5.8(b) (Access to Stadia), where the AFL has been unable to secure a right of access to any AFL standard venue located in Tasmania acceptable to the AFL;
 - (ii) as specifically permitted under the terms of the Ground Occupancy Agreement;
 - (iii) as a result of the circumstances contemplated under clause 13.4 (Failure to conduct or proceed with a match); or
 - (iv) as a result of scheduling or competition structure changes made by the AFL that impact on the whole AFL Competition,the Club does not participate in:
 - (v) at least 10 home games in Tasmania in each AFL Competition season from the Competition Entry Date until the first AFL Competition season which commences after Practical Completion of the Stadium;

- [REDACTED]
- (vi) at least 11 home games in Tasmania and at least 7 of those games to be played in the Stadium in each AFL Competition season from and including the first AFL Competition season which commences after Practical Completion of the Stadium, during the Operational Funding Term without first obtaining the consent of the Tasmanian Government (such consent not to be unreasonably withheld);
 - (e) (**amalgamation**) the Club determines that it will merge or amalgamate with any other entity, including another AFL Club, which is detrimental to the continued existence of the Club as an entity whose primary assets, operations and employees are located in Tasmania without first obtaining the consent of the Tasmanian Government (such consent not to be unreasonably withheld); and
 - (f) (**Excluded Sponsor**) the Club is in breach of its obligations under clause 7.4 (Third party arrangements) and such arrangement has a material adverse effect on the Tasmanian Government.

12.2 Rectification plan

If a Review Event occurs, the Tasmanian Government may:

- (a) if applicable, extend the date for compliance with the relevant obligation triggering the Review Event; or
- (b) request the Club to prepare a rectification plan for it to cure the Review Event trigger which must include:
 - (i) the date on which the Club expects that it will cure the relevant Review Event trigger, which will be no later than 3 months after the request from the Tasmanian Government is received, or such later period as is agreed by the Tasmanian Government, acting reasonably (**Delayed Compliance Date**); and
 - (ii) the reason for the occurrence of the Review Event trigger, including whether the occurrence has resulted from the Tasmanian Government's actions or omissions,and provide a copy of such rectification plan to the Tasmanian Government.

12.3 Review Event Waiver

If a Review Event has occurred and:

- (a) the due date for the relevant obligation triggering the Review Event has not been extended in accordance with clause 12.2(a) (Rectification plan); or
- (b) the Tasmanian Government has not provided a request in accordance with clause 12.2(b) (Rectification plan),

within 2 months after the date that notice is provided by the Tasmanian Government of the Review Event pursuant to clause 12.1 (Review Event), then the Club will be deemed to have cured the Review Event trigger, and the Tasmanian Government will be deemed to have waived all rights in respect of any remedy for any failure to cure the Review Event trigger.

12.4 Negotiate in good faith

If a rectification plan has been requested by the Tasmanian Government in accordance with clause 12.2(b) (Rectification plan), and the relevant Review Event trigger is not cured by the Delayed Compliance Date, the Tasmanian Government and the Club must negotiate in good faith those amendments to the relevant Review Event trigger or rectification plan to cure the relevant Review Event trigger which they determine are appropriate in light of the Review Event.

12.5 Agreement reached

If:

- (a) the parties have negotiated in good faith in accordance with clause 12.4 (Negotiate in good faith) and the Tasmanian Government, acting reasonably, is satisfied that the Club is taking the necessary actions to cure the relevant Review Event trigger; or

- (b) the Club's failure to cure the relevant Review Event trigger has resulted from a delay caused by the Tasmanian Government's actions or omissions,

then the Tasmanian Government will continue to pay all future scheduled Funding Amounts as if the Club had cured the relevant Review Event trigger.

12.6 No agreement reached

If the parties have complied with clause 12.4 for at least a 6 month period (**Negotiation Period**) and despite that compliance the Tasmanian Government, acting reasonably, is not satisfied that the Club is taking the necessary actions to cure the relevant Review Event trigger, then the Tasmanian Government may terminate this agreement by notice to the Club and the AFL.

13. Default

13.1 Default Event

Each of the following is a Default Event:

- (a) (**Incorrect representation or warranty**) a representation or warranty in clause 14.1 (Club Representations and warranties or clause 14.2 (AFL Representations and warranties) is incorrect or misleading when made or taken to have been made, in respect of the AFL, and upon execution of the Deed of Accession, in respect of the Club;
- (b) (**Insolvency Event**) subject to Chapter 5 of the Corporations Act, the AFL or the Club becomes subject to an Insolvency Event other than where the Insolvency Event is caused by the Tasmanian Government's failure to make a funding payment that is due and payable under this agreement and does not remedy the non-payment within 7 days of the AFL or the Club providing notice to the Tasmanian Government of the non-payment;
- (c) (**ceasing business**) the Club or the AFL ceases to carry on its business, or threatens to do so;
- (d) (**Termination**) the Tasmanian Government validly terminates any Transaction Document to which it is a party for any reason other than due to the effluxion of time;
- (e) (**failure to make payment**) the Tasmanian Government fails to make a funding payment that is due and payable under this agreement and does not remedy the non-payment within 7 days of the AFL or the Club providing notice to the Tasmanian Government of the non-payment; and
- (f) (**Termination**) the AFL or the Club validly terminates any Transaction Document to which it is a party for any reason other than due to the effluxion of time.

13.2 Consequences of Default Event

- (a) If a Default Event has occurred under clause 13.1(a) to 13.1(d) inclusive and such Default Event has not been remedied within 45 days of notice provided by the Tasmanian Government to the AFL and the Club, then the Tasmanian Government may by further notice to the AFL and the Club terminate this agreement on and from the date of the further notice.
- (b) If a Default Event occurs under clause 13.1(e) or clause 13.1(f) and such Default Event has not been remedied within 45 days of notice provided by the AFL to the Tasmanian Government and the Club, then the AFL may by further notice to the Tasmanian Government and the Club terminate this agreement on and from the date of the further notice.
- (c) Any payments made by Tasmanian Government to the Club prior to the time of termination will be retained by the Club.

13.3 Changes to AFL competitions

The Tasmanian Government acknowledges that the AFL and the competitions organised by the AFL are undergoing change and that the AFL may make such changes to its structure or organisation and to the competitions organised by the AFL as the AFL thinks fit. The Tasmanian Government shall have no claim against AFL by reason of any changes so made by AFL to the

competitions conducted by it, subject to the AFL complying with its obligations under this agreement.

13.4 Failure to conduct or proceed with a match

- (a) Any failure by AFL to play or hold, or for the Club to participate in, any home game(s) of the Club in Tasmania due to ground conditions, venue conditions (for example, lighting failures) or any Force Majeure Event will not be a breach of this agreement by the AFL or Club and shall not entitle the Tasmanian Government to terminate this agreement or any damages or reimbursement or reduction of Funding Amount or any other variation of this agreement.
- (b) Tasmanian Government acknowledges and agrees that the commencement, re-commencement or continuation of play of any match will at all times be subject to appropriate health and safety requirements and the then current AFL playing condition requirements and nothing in this agreement will impose obligations on AFL or the Club to do anything contrary to such health and safety or playing condition requirements.

13.5 Termination rights

- (a) The parties agree that this agreement may only be terminated in accordance with:
 - (i) the definition of Start Date;
 - (ii) clause 3.3 (Commonwealth Funding Sunset Date);
 - (iii) clause 4.2 (Statutory Approvals Sunset Date);
 - (iv) clause 5.6 (Licence Conditions Sunset Date);
 - (v) clause 12.6 (No agreement reached);
 - (vi) clauses 13.2(a) or 13.2(b) (Consequences of Default Event); or
 - (vii) clause 27.10 (Construction Force Majeure).
- (b) Nothing in clause 12.5(a) limits a party's right to terminate for repudiation or frustration.

PART E. Compliance

14. Representations and warranties

14.1 Club Representations and warranties

Upon execution of the Deed of Accession, the Club represents and warrants (except in relation to matters disclosed to the Tasmanian Government in writing) that:

- (a) **(incorporation)** it has been incorporated as a public company limited by guarantee in accordance with the laws of its place of incorporation;
- (b) **(existence)** it is validly existing under the laws of its place of incorporation and has power and authority to carry on its business as it is being conducted on the Start Date;
- (c) **(power)** it has power to enter into this agreement and comply with its obligations under it;
- (d) **(no contravention or exceeding power)** this agreement and the transactions under it which involve it do not contravene its constituent documents or any law or obligation by which it is bound or to which any of its assets are subject or cause a limitation on its powers or the powers of its directors to be exceeded;
- (e) **(validity of obligations)** its obligations under this agreement are valid and binding and are enforceable against it in accordance with their terms;
- (f) **(authorisations)** it has in full force and effect on the date of entry into this agreement the authorisations necessary for it to enter into this agreement and, upon execution of the Licence Agreements, the Licence Agreements; and
- (g) **(not a trustee)** it does not enter into this agreement as trustee.

14.2 AFL Representations and warranties

The AFL represents and warrants (except in relation to matters disclosed to the Tasmanian Government in writing) that:

- (a) **(Incorporation)** it has been incorporated as a public company limited by guarantee in accordance with the laws of its place of incorporation;
- (b) **(existence)** it is validly existing under the laws of its place of incorporation and has power and authority to carry on its business as it is being conducted on the Start Date;
- (c) **(power)** it has power to enter into this agreement and comply with its obligations under it;
- (d) **(no contravention or exceeding power)** this agreement and the transactions under it which involve it do not contravene its constituent documents or any law or obligation by which it is bound or to which any of its assets are subject or cause a limitation on its powers or the powers of its directors to be exceeded;
- (e) **(validity of obligations)** its obligations under this agreement are valid and binding and are enforceable against it in accordance with their terms;
- (f) **(authorisations)** it has in full force and effect on the date of entry into this agreement the authorisations necessary for it to enter into this agreement and, upon entry into the Licence Agreements, the Licence Agreements; and
- (g) **(participation)** upon satisfaction or waiver of the Licence Conditions as set out in each Licence Agreement by the AFL and the Club and subject to the terms of the Licence Agreements, that the Club will be permitted by the AFL to participate in the AFL Competition and AFLW Competition (as applicable) subject to the same AFL Rules and AFL Regulations (as those documents are referred to in the AFL Licence Agreement and as amended from time to time) as the other clubs that participate in the AFL Competition and the AFLW Competition (as applicable), noting that some AFL Rules and AFL Regulations are specific to a particular club.

14.3 Tasmanian Government Representations and warranties

The Tasmanian Government represents and warrants (except in relation to matters disclosed to the AFL in writing) that:

- (a) subject to obtaining all relevant Statutory Approvals:
 - (i) **(power)** it has power to comply with its obligations under this agreement;
 - (ii) **(no contravention or exceeding power)** this agreement and the transactions under it which involve it do not contravene any law or obligation by which it is bound or to which any of its assets are subject or cause a limitation on its powers;
 - (iii) **(validity of obligations)** its obligations under this agreement are valid and binding and are enforceable against it in accordance with their terms; and
- (b) **(authorisations)** it has in full force and effect on the date of entry into this agreement the authorisations and power necessary for it to enter into this agreement.

14.4 Repetition of representations and warranties

The representations and warranties in this clause 14 are taken to be also made (by reference to the then current circumstances) on each date that a payment is made by the Tasmanian Government under this agreement.

14.5 Reliance

- (a) The AFL (and upon execution of the Deed of Accession, the Club) acknowledges that the Tasmanian Government has entered into this agreement in reliance on the representations and warranties in clause 14.1 (Club Representations and warranties) and 14.2 (AFL Representations and warranties).
- (b) The Tasmanian Government acknowledges that the AFL (and upon execution of the Deed of Accession, the Club) has entered into this agreement in reliance on the

representations and warranties in clause 14.3 (Tasmanian Government Representations and warranties).

15. Financial reporting

15.1 Budgets

No later than 30 days before the start of each Relevant Financial Year following the first Relevant Financial Year, the Club must prepare and provide to the Tasmanian Government the following reports in respect of the operation of the Club:

- (a) a cash flow budget, including estimated income and expenditure, for the Club for the upcoming Relevant Financial Year; and
- (b) budgeted Tasmanian Operating Costs and Tasmanian Buy Local Costs for the upcoming Relevant Financial Year noting that any expenses incurred on purchases from a Related Entity must not exceed normal market rates.

15.2 Financial statements

- (a) Within 45 days after the end of each Relevant Financial Year, the Club must prepare and provide to the Tasmanian Government, management prepared interim financial statements, in respect of the operation of the Club for the preceding two Relevant Financial Years (or a single Relevant Financial Year if the Club has not been operating for two Relevant Financial Years).
- (b) Within 90 days after the end of each Relevant Financial Year, the Club must prepare and provide to the Tasmanian Government the following reports in respect of the operation of the Club:
 - (i) annual financial statements (including balance sheet, statements of cash flow and financial position, and profit and loss statement), in respect of the preceding two Relevant Financial Years (or a single Relevant Financial Year if the Club has not been operating for two Relevant Financial Years); and
 - (ii) Tasmanian Operating Costs and Tasmanian Buy Local Costs for the previous two Relevant Financial Years (or a single Relevant Financial Year if the Club has not been operating for two Relevant Financial Years).

15.3 Requirements

Each financial statement to be prepared and provided under clause 15.2 (Financial statements) must:

- (a) be prepared in accordance with Accounting Standards and any applicable law;
- (b) fairly represent the financial position of the Club and the results of its operations as at the relevant date; and
- (c) if applicable, identify any purchases from any Related Entity of the Club.

15.4 Auditing

The Club on request by the Tasmanian Government must, within 7 days of receiving a written request to do so, provide access to the Club's books and records to allow the auditing of their financial records, at the Tasmanian Government's cost, for the purpose of ensuring compliance by the Club with its obligations under this agreement, including the ability to audit, inspect and take copies of the Club's records and financial statements in relation to the receipt, use and expenditure of the funding provided by the Tasmanian Government.

16. Operational plans and reports

16.1 End of Season Report

Prior to 31 December in each year during the Operational Funding Term the Club must develop an End of Season Report and provide a copy of the final End of Season Report to the Tasmanian Government

16.2 Strategic Plans

- (a) Prior to 31 December in each year during the Operational Funding Term, the Club must provide the Tasmanian Government with:
 - (i) a copy of the most recent and current 5-year Strategic Plan that contains those elements specified in Schedule 8 (Strategic Plan) and which has been endorsed by the Club's board of directors; and
 - (ii) any updates or review of the most recent and current 5-year Strategic Plan undertaken during the immediately preceding 12 month period.
- (b) The Tasmanian Government acknowledges and agrees that:
 - (i) despite the Club's best efforts to achieve the objectives articulated in the Strategic Plan all or some of those objectives may not be achieved by the Club; and
 - (ii) the Club may update the Strategic Plan at any time where circumstances deem it appropriate to do so.

16.3 Insurances

The Club agrees:

- (a) to maintain those insurances that a prudent operator of a similarly sized sporting organisation as the Club would maintain (**Relevant Insurances**);
- (b) that prior to 31 December each year during the Term it will provide the Tasmanian Government with details of the Relevant Insurances that it expects to procure and maintain in the following year;
- (c) that it will notify the Tasmanian Government if at any time during the Term it does not have in place all Relevant Insurances;
- (d) that it will use its reasonable commercial endeavours to comply with any reasonable written request of the Tasmanian Government to obtain such Relevant Insurances within 6 months of the date that the Tasmanian Government provides such written request to the Club; and
- (e) that it will promptly notify the Tasmanian Government if the Club is refused insurance coverage for any reason.

16.4 Litigation

- (a) The AFL agrees to promptly notify the Tasmanian Government if legal proceedings are brought against the AFL which if there was an adverse finding would have a material adverse effect on the AFL's obligations under this agreement.
- (b) The Club agrees to promptly notify the Tasmanian Government if proceedings are brought against the Club which if there was an adverse finding would have a Material Adverse Effect on the Club's operations or financial standing.

PART F. Payments

17. Payments

17.1 Payment claim

The Club must provide the Tasmanian Government with a Valid Invoice for each:

- (a) Establishment Funding Amount;
- (b) any Additional Establishment Funding Amount;
- (c) Operational Funding Amount; and
- (d) any Operational Funding Top Up.

17.2 Valid Invoice

An invoice delivered under clause 17.1 (Payment claim) must:

- (a) for Establishment Funding Amounts, contain a description of the relevant Establishment Milestone associated with the relevant Establishment Funding Amount as set out in the Establishment Milestone Schedule; and
- (b) contain any further information stipulated in any applicable GST legislation.

17.3 Payment

The Tasmanian Government will pay the Club the amount claimed by the Club in its Valid Invoice within 14 days of the date it receives the Valid Invoice, unless otherwise agreed between the parties.

18. GST

18.1 Definitions

Expressions defined in the GST Act have the same meaning when used in this clause 18.

18.2 GST exclusive

Unless otherwise stated in this agreement, all amounts payable by one party to another party are exclusive of GST.

18.3 GST payment

If GST is imposed or payable on any supply made by a party under this agreement, the recipient of the supply must pay to the supplier the additional amount for GST at the same time and in the same manner as the consideration for the supply.

18.4 Tax invoice

A party's right to payment under clause 18.3 (GST payment) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.

PART G. Infrastructure Development

19. Development Commitments

19.1 Initial Development Commitments

The Tasmanian Government agrees that on and from the Start Date it will, at its cost and risk, undertake the TA Facility Initial Development Activities and Stadium Initial Development Activities.

19.2 Construction Commitments

Subject to:

- (a) the satisfaction of the Commonwealth Funding Condition; and
- (b) the Tasmanian Government satisfying the Statutory Approvals Condition, the Tasmanian Government agrees that it will, at its cost and risk,
 - (c) commence the TA Facility Construction Activities and Stadium Construction Activities as soon as reasonably practicable;
 - (d) use its best endeavours to achieve Practical Completion of the TA Facility on or before 31 December 2025; and
 - (e) achieve Practical Completion of the Stadium on or before 31 December 2028.

19.3 Development Activities

In undertaking the TA Facility Initial Development Activities, TA Facility Construction Activities, Stadium Initial Development Activities and the Stadium Construction Activities (together, the Development Activities), the Tasmanian Government must:

- (a) procure all necessary Approvals required for the Development Activities, and provide copies of those Approvals to the Steering Committee promptly on request;
- (b) ensure each of the Development Activities are undertaken and completed:
 - (i) in a manner which, at a minimum, complies with:
 - (A) in relation to the TA Facility, the TA Facility Specifications described in Schedule 9 (TA Facility Specifications); and
 - (B) in relation to the Stadium, the Stadium Specifications described in Schedule 10 (Stadium Specifications); and
 - (ii) in accordance with the Approvals and all regulatory requirements as applicable to the Tasmanian Government or as otherwise required by local government authorities;
- (c) provide a notice of Practical Completion to the Stadium Steering Committee and/or TA Facility Steering Committee (as applicable) without delay upon Practical Completion of each of the Development Activities.

19.4 Stadium Specifications

If, on Practical Completion of each of the TA Facility and the Stadium, the independent certifier appointed by the Tasmanian Government does not certify that the TA Facility or Stadium has been built in accordance with the TA Facility Specifications described in Schedule 9 (TA Facility Specifications) or Stadium Specifications described in Schedule 10 (Stadium Specifications) (as applicable), the AFL may terminate either or both of the AFL Licence Agreement or AFLW Licence Agreement by providing written notice to the Club and the Tasmanian Government.

20. TA Facility Development

20.1 Tasmanian Government funding contribution

Subject to clause 19.2 (Construction Commitments), the Tasmanian Government agrees that:

- (a) with the exception of the AFL TA Facility Development Contribution that it is solely responsible for the financial costs of developing and constructing the TA Facility;
- (b) it will provide no less than \$40 million of funding towards the TA Facility; and
- (c) if additional funds are required to meet the originally designed specification of the TA Facility, then the Tasmanian Government will ultimately be responsible for the financial risk of any additional costs of the build of the TA Facility.

20.2 AFL funding contribution

- (a) The AFL agrees to pay the Tasmanian Government the AFL TA Facility Development Contribution as a contribution towards the development costs of the TA Facility within 60 days of the later of the Tasmanian Government providing the AFL with notice of the:
 - (i) Commonwealth Funding Condition being satisfied; and
 - (ii) the Statutory Approval Condition being satisfied.
- (b) The AFL and the Club will have no further financial commitments in respect of funding the build of the TA Facility other than the payment of the AFL TA Facility Development Contribution by the AFL.
- (c) The Tasmanian Government must use the AFL TA Facility Development Contribution solely for the TA Facility Construction Activities.

- (d) If this agreement is terminated in accordance with its terms then, unless determined otherwise by the AFL, the AFL's contribution towards the development costs of the TA Facility will be refunded to the AFL by the Tasmanian Government within 60 days of the date of termination and this clause 20.2(d) will survive the termination of this agreement.

20.3 TA Facility Site

The Tasmanian Government will determine the location of the TA Facility, at a location in close proximity to Hobart central business district.

21. Stadium Development

21.1 Estimated build cost

The parties acknowledge that as at the date of this agreement that the total construction costs for the Stadium (including site costs e.g. remediation, demolition, piling, foundation, any minor road relocation, plaza civil works and infrastructure services costs) are currently estimated to be approximately \$715 million (**Estimated Stadium Build Cost**).

21.2 Funding commitments

The parties acknowledge the following funding commitments have been made in respect of the development and construction of the Stadium from the following parties:

- (a) \$460 million from the Tasmanian Government;
- (b) the AFL Stadium Development Contribution from the AFL; and
- (c) the Commonwealth Government Funding Contribution from the Commonwealth Government.

21.3 AFL funding contribution

- (a) The AFL agrees to pay the Tasmanian Government the AFL Stadium Development Contribution as a contribution towards the development and construction costs of the Stadium within 60 days of satisfaction of the Initial Operational Funding Condition.
- (b) The Tasmanian Government must use the AFL Stadium Development Contribution solely for the Stadium Construction Activities.
- (c) If this agreement is terminated in accordance with its terms then, unless agreed otherwise by the AFL, the Tasmanian Government must refund the AFL Stadium Funding Contribution to the AFL within 60 days of the date of termination and this clause 21.3(c) will survive the termination of this agreement.

21.4 Overall funding responsibility

Subject to clause 19.2 (Construction Commitments), and provided that the conditions of all components of the funding commitments referred to in clause 21.2 (Funding commitments) are met, the Tasmanian Government agrees that it is solely responsible for the costs to develop and construct the Stadium, including any costs which exceed the Estimated Stadium Build Cost.

21.5 AFL Venue Guidelines

If the AFL Venue Guidelines are varied during the Term, the parties will meet and discuss in good faith what action may be required to comply with the amended AFL Venues Guidelines, having regard to compliance to the AFL Venue Guidelines by other like stadia that host AFL Competition matches. Nothing in this clause 21.5 requires any change to the Stadium Specifications described in Schedule 10 (Stadium Specifications).

21.6 Cost overruns

If the Tasmanian Government determines that additional funds in excess of the Estimated Stadium Build Cost are required to complete the development and construction of the Stadium consistent with clause 21.4 (Overall funding responsibility) the AFL will have no further financial contributions towards the development and construction of the Stadium other than the AFL Stadium Development Contribution.

22. Project Governance

22.1 Oversight

- (a) The Tasmanian Government will provide the AFL with oversight of the development of:
 - (i) the TA Facility by including an AFL representative in the TA Facility Steering Committee and the TA Facility PCG; and
 - (ii) the Stadium by including an AFL representative in the Stadium Steering Committee and the Stadium PCG.
- (b) The Terms of Reference for the TA Facility Steering Committee and Stadium Steering Committee will contemplate that the Steering Committees will ensure that the TA Facility Construction Activities and Stadium Construction Activities are carried out in accordance with the TA Facility Specifications described in Schedule 9 (TA Facility Specifications) or Stadium Specifications described in Schedule 10 (Stadium Specifications) (as applicable).

22.2 Control, risk and responsibility

- (a) The Tasmanian Government will have ultimate responsibility and control over the development and construction of the TA Facility and the Stadium including in respect of the:
 - (i) the TA Facility, the TA Facility Initial Development Activities and TA Facility Construction Activities; and
 - (ii) the Stadium, the Stadium Initial Development Activities and the Stadium Construction Activities,which will be conducted by project representatives appointed by the Tasmanian Government who will consult with and seek guidance from the relevant Project Coordination Group and Steering Committee in accordance with the Governance Protocol.
- (b) The Tasmanian Government shall not be relieved of any responsibility over the Development Activities due to any:
 - (i) involvement by the AFL in completion of the Development Activities; and
 - (ii) commitment of any AFL funding contributions to the Development Activities under this agreement, including the AFL TA Facility Development Contribution or AFL Stadium Development Contribution.
- (c) Without limiting clause 20.1(a) (Tasmanian Government funding contribution) or clause 21.4 (Overall funding responsibility), the Tasmanian Government accepts all risks in respect of, and the AFL does not accept any risk for, the conduct of the Development Activities.

22.3 Steering Committee

Each Project Coordination Group and Steering Committee will be established and governed in accordance with the Governance Protocol specified in Schedule 11 (Governance Protocol).

PART H. Information

23. Disclosure and confidentiality

23.1 Disclosure of agreement

- (a) The parties acknowledge that the AFL has requested that the entirety of this agreement (other than the following clauses) is confidential and may not be published under any circumstances other than as required by law:
 - (i) Details
 - (ii) Clause 1: Term

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- (iii) Clause 2: Club Establishment
 - (iv) Clause 5.1: AFL Licence Conditions
 - (v) Clause 5.7: AFLW Licence Agreement
 - (vi) Clause 6.1: Initial Operational Funding Condition
 - (vii) Clause 7.1: Funding
 - (viii) Clause 7.2: Purpose
 - (ix) Clause 7.3: Acknowledgement
 - (x) Clause 8.1: Club obligation
 - (xi) Clause 8.2: Payment of Establishment Funding
 - (xii) Clause 8.4: Regular review
 - (xiii) Clause 10.1: Operational Funding Payments
 - (xiv) Clause 11.1: Review meetings
 - (xv) Clause 11.2: Financial thresholds
 - (xvi) Clause 11.3: Additional Funding Request
 - (xvii) Clause 18: GST
 - (xviii) Clause 19: Development Commitments
 - (xix) Clause 20: TA Facility Development
 - (xx) Clause 26: Notices
 - (xxi) Clause 27.1: Amendments
 - (xxii) Clause 27.2: Assignment
 - (xxiii) Clause 27.3: Consents
 - (xxiv) Clause 27.4: Construction
 - (xxv) Clause 27.5: Costs
 - (xxvi) Clause 27.6: Counterparts
 - (xxvii) Clause 27.7: Criminal Code Act 1924
 - (xxviii) Clause 27.8: Electronic signatures
 - (xxix) Clause 27.9: Entire agreement
 - (xxx) Clause 27.11: Consents and approvals
 - (xxxi) Clause 27.12: Relationships
 - (xxxii) Clause 27.13: Rights not prejudiced
 - (xxxiii) Clause 27.14: Severance
 - (xxxiv) Clause 28: Governing law
 - (xxxv) Clause 30: Interpretation
 - (xxxvi) Signing page
 - (xxxvii) Schedule 2: Constitution
 - (xxxviii) Schedule 7: Deed of Accession
 - (xxxix) Schedule 10: Stadium Specifications (item 19a))

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- (b) If a party publishes any part of this agreement as permitted pursuant to clause 23.1(a), that party must, to the extent reasonably practicable, provide notice to the other party of such publication.
 - (c) Nothing in this clause 23.1, derogates from a party's obligations under Privacy Law.
 - (d) The AFL may disclose the terms of this agreement on a strictly confidential basis to the clubs that hold a licence to compete in the AFL Competition and their personnel (including officeholders) for the sole purposes of seeking any approvals to execute this agreement and the Licence Agreements and discussing with those clubs matters that relate to the potential granting the Club the status of a club and entry of the Club to the AFL Competition and AFLW Competition.

23.2 Confidential Information to be kept confidential

The parties must keep confidential, so far as the law allows, all Confidential Information.

23.3 Permitted Disclosures

A party is not required to comply with clause 23.1 (Disclosure of agreement) to the extent that:

- (a) Confidential Information ceases to be confidential otherwise than as a result of breach of this agreement;
- (b) a law requires a party to disclose the Confidential Information;
- (c) disclosure is necessary or advisable to get a consent, authorisation, approval or licence from a Government Body;
- (d) it is necessary or advisable to disclose the Confidential Information to a taxation or fiscal authority;
- (e) it is necessary to disclose Confidential Information in answer to a question asked of a Minister in the Parliament or otherwise to comply with a Minister's obligations to Parliament;
- (f) the Confidential Information is disclosed confidentially to a party's professional advisers to get professional advice about this agreement or to enforce this agreement; or
- (g) the parties otherwise agree in writing.

23.4 Survival

This clause 23 survives the termination or expiry of this agreement.

24. Privacy obligations

24.1 Compliance

Each party must comply with all Privacy Laws in the performance of their obligations under this agreement.

PART I. Disputes

25. Disputes

25.1 Notice

If a party has a dispute or complaint against the other party which arises under or relating to this agreement, that party (**Notifying Party**) must notify the other party in one of the ways described in clause 26 (Notices). The Notifying Party must ensure that the notice contains specific detail identifying the nature of the dispute or complaint.

25.2 Endeavours to resolve

- (a) Within 21 days of the delivery of a dispute notice, one or more senior representatives from each party will meet at least once to endeavour to resolve the dispute or complaint.

- (b) Unless the parties agree otherwise, the meeting must take place virtually or, if in person, in Hobart, Tasmania.

25.3 No litigation

No party may commence any legal proceedings in a court of competent jurisdiction in respect of a dispute or complaint against the other party arising under or relating to this agreement, unless and until the provisions of clause 25.2 (Endeavours to resolve) have been complied with.

25.4 Exceptions

Nothing in this clause 25 prevents either party from seeking urgent interlocutory relief from a Court of competent jurisdiction.

PART J. General

26. Notices

26.1 Notices

Any notice to be given under or in connection with this agreement (**Notice**) must be in writing and:

- (a) marked for the attention of the recipient as set out or referred to in the Details (or in the way last notified by the recipient); and
- (b) sent to the email address or left at or sent by prepaid post to the address, in the Details (or such other email address or address notified by the recipient).

26.2 Timing

- (a) A Notice takes effect from the time it is received unless a later time is specified in the Notice.
- (b) A Notice received after 5 pm in the place of receipt or on a non-Business Day is taken to be received at 9 am on the next Business Day.

26.3 Receipt

Subject to 26.2 (Timing), a Notice is regarded as being received by the recipient if delivered:

- (a) in person, when delivered to the addressee;
- (b) by post, on delivery to the addressee; or
- (c) by email at the time the email is sent unless the sender receives an automated notification:
 - (i) that the email transmission has failed or has been delayed (within 12 hours of sending the email); or
 - (ii) to the effect that the recipient is not likely to receive the notice until a later date (which will then become the deemed date of receipt).

26.4 Electronic notices

Despite clause 26.1 (Notices), the following notices must not be sent solely by electronic message:

- (a) a notice of breach of this agreement; and
- (b) a notice terminating this agreement.

27. Miscellaneous

27.1 Amendments

This agreement may be altered only in writing signed by each party.



27.2 Assignment

A party cannot assign or otherwise transfer or novate any of its rights under this agreement without the prior written consent of each other party.

27.3 Consents

Except where this agreement expressly states otherwise, a party may, in its discretion, give or withhold any approval or consent under this agreement.

27.4 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this agreement or any part of it.

27.5 Costs

Each party must bear its own costs arising out of the preparation, execution and performance of this agreement.

27.6 Counterparts

This agreement may be entered into in any number of counterparts, and counterparts may be exchanged by electronic transmission, each of which will be deemed an original, but all of which, taken together, constitute one and the same instrument.

27.7 Criminal Code Act 1924

- (a) Nothing in this agreement is intended to prevent, is to be taken to prevent, or prevents, the free exercise by the Governor, by any member of the Executive Council, or by any Minister of the Crown, of any duties or authorities of his or her office.
- (b) Any provision of this agreement that is inconsistent with this clause or section 69 of the *Criminal Code Act 1924* (Tas) is of no legal effect to the extent of the inconsistency.

27.8 Electronic signatures

Each party acknowledges and agrees that if this agreement is signed electronically that:

- (a) prior to the execution of this agreement that it consented to the agreement being electronically signed;
- (b) the delivery of a counterpart of this agreement bearing an electronic signature rather than a wet ink signature is deemed to bind the party whose signature is so represented;
- (c) no witnessing of a party's signature is required; and
- (d) it will be bound by, have complied with and will comply with the relevant electronic transactions legislation in relation to the execution of this agreement.

27.9 Entire agreement

This agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all previous agreements, negotiations and understandings between the parties in relation to its subject matter.

27.10 Construction Force Majeure

- (a) The Tasmanian Government is not liable for any delay or failure to perform the TA Facility Construction Activities or Stadium Construction Activities as a result of a Construction Force Majeure Event.
- (b) The Tasmanian Government must notify the other parties as soon as practical of any anticipated or actual (if not already notified as anticipated) delay or failure caused by a Construction Force Majeure Event together with such information as is reasonably required by the other parties to demonstrate the linkage between the Construction Force Majeure Event being claimed and the relevant TA Facility Construction Activities or Stadium Construction Activities affected.

- [REDACTED]
- (c) The Tasmanian Government must remedy the Construction Force Majeure Event to the extent reasonably practicable and resume performance of its obligations as soon as practicable.
 - (d) If a Construction Force Majeure Event impacts the Stadium, and the Stadium Construction Activities cannot be performed for a period that exceeds 6 consecutive months then the Licence Conditions Sunset Date (or any extended Licence Conditions Sunset Date) is automatically extended by a further 12 month period, unless agreed otherwise by the AFL and Tasmanian Government.
 - (e) If a Construction Force Majeure Event impacts the TA Facility, and the TA Facility Construction Activities cannot be performed for period that exceeds 6 consecutive months, then the Licence Conditions Sunset Date (or any extended Licence Conditions Sunset Date) is automatically extended by a further 12 month period, unless agreed otherwise by the AFL and Tasmanian Government.
 - (f) If the Tasmanian Government's performance of the TA Facility Construction Activities or Stadium Construction Activities is prevented by a Construction Force Majeure Event for a period that exceeds more than 12 months, then the AFL may terminate this agreement at the expiration of not less than 90 days written notice to the other parties.
 - (g) If the Licence Conditions Sunset Date is extended pursuant to this clause 27.10, then, for the avoidance of doubt, clause 9.1 (Licence Conditions Delay) or clause 10.3 (Operational Funding Top Up) will apply (as applicable), and the relevant Additional Establishment Funding Amount or Operational Funding Top Up will be payable by the Tasmanian Government to the Club.

27.11 Consents and approvals

Unless this agreement expressly states otherwise, a party may, in its absolute discretion, give or withhold any approval or consent that the party may be requested to give under this agreement in any way it considers appropriate.

27.12 Relationships

Except where this agreement expressly states otherwise, it does not create a relationship of employment, trust, agency, fiduciary or partnership between the parties.

27.13 Rights not prejudiced

- (a) If this agreement is validly terminated:
 - (i) the parties are relieved from future performance of this agreement, without prejudice to any right of action that has accrued prior to the date of termination;
 - (ii) any payments made by the Tasmanian Government to the Club prior to the time of termination will be retained by the Club; and
 - (iii) rights to recover damages are not affected by the termination.
- (b) This clause 27.13 survives the termination or expiry of this agreement.

27.14 Severance

A term or part of this agreement that is illegal or unenforceable is severed from this agreement and the rest of this agreement continues in force.

28. Governing law

This agreement is governed by the laws of Tasmania and each party submits to the non-exclusive jurisdiction of the courts of Tasmania.

PART K. Defined terms and interpretation

29. Defined terms

In this agreement:

Accounting Standards means:

- (a) the accounting standards made by the Australian Accounting Standards Board in accordance with the Corporations Act, and the requirements of that Act relating to the preparation and content of accounts; and
- (b) generally accepted accounting principles that are consistently applied in Australia, except those inconsistent with the standards or requirements referred to in paragraph (a) of this definition.

Additional Establishment Funding Amount means any additional funding to be provided by the Tasmanian Government in accordance with clause 9.1 (Licence Conditions Delay).

Adjusted Building Contract Sum means the original building contract sum as set out in the Stadium Construction Contract plus any variations to that sum as approved in accordance with the Stadium Construction Contract.

AFL means the party described as such in the Details.

AFL Competition means the premier men's Australian football competition conducted by the AFL.

AFL Licence Agreement means a licence agreement that may be entered into between the Club and the AFL permitting the Club to participate in the AFL Competition in the form of the licence agreement set out in Schedule 3 (AFL Licence Agreement) as may be amended as contemplated by clause 5.3.

AFL Licence Conditions means the conditions set out at clause 4 of the AFL Licence Agreement.

AFL Venue Guidelines means the guidelines issued by the AFL for the playing of AFL Competition and AFLW Competition matches, as varied from time to time by the AFL, a copy of which is attached in Schedule 5 of the AFL Licence Agreement.

AFLW Competition means the premier women's Australian football competition conducted by the AFL.

AFLW Licence Agreement means a licence agreement that may be entered into between the Club and the AFL permitting the Club to participate in the AFLW Competition in the form of licence agreement set out in Schedule 4 (AFLW Licence Agreement).

AFLW Licence Conditions means the conditions set out at clause 4(a) of the AFLW Licence Agreement.

AFL Stadium Development Contribution means \$15 million to be paid by the AFL in accordance with clause 21.3 (AFL funding contribution).

AFL TA Facility Development Contribution means \$10 million to be paid by the AFL in accordance with clause 20.2 (AFL funding contribution).

Alternative Stadium means any stadium which is owned or controlled by Stadiums Tasmania other than the Stadium or the TA Facility.

Approvals means all planning and/or other consents, licences, permits, registrations, authorisations and the like that the Tasmanian Government needs (at law) to undertake the TA Initial Facility Development Activities and Stadium Initial Development Activities and occupy the TA Facility and Stadium.

Business Day means any weekday on which banks are generally open for business in Hobart, Tasmania and Melbourne, Victoria.

Club means a public company limited by guarantee to be incorporated by the AFL in accordance with clause 2 (Club Establishment).

Commonwealth Funding Agreement means an agreement between the Commonwealth of Australia and the Tasmanian Government under which:

- [REDACTED]
- (a) the Commonwealth of Australia agrees to provide funding to the Tasmanian Government of an amount at least equal to the Commonwealth Stadium Funding Contribution for the purpose of undertaking urban renewal activities at the Macquarie Point site in the Hobart waterfront area;
 - (b) the terms of that agreement do not prohibit or restrict the Tasmanian Government from applying the entirety of the Commonwealth Stadium Funding Contribution towards the development of the Stadium; and
 - (c) otherwise on such terms that the Tasmanian Government determines are acceptable to it, provided that the Tasmanian Government has first complied with clause 3.2 (Commonwealth Funding Agreement terms).

Commonwealth Funding Condition means that condition set out in clause 3.1 (Commonwealth Funding Conditions).

Commonwealth Funding Sunset Date means the date occurring 12 months after the Start Date or such later date as is agreed by the parties.

Commonwealth Stadium Funding Contribution means the amount of \$240 million.

Competition Entry Date means 1 January 2028 or, if the AFL exercises its option to extend the Licence Conditions Sunset Date pursuant to clause 5.4 (Option to Extend Licence Conditions Sunset Date), an additional 12 months from 1 January 2028 for each time the AFL has exercised its option to extend the Licence Conditions Sunset Date pursuant to clause 5.4 (Option to Extend Licence Conditions Sunset Date).

Constitution means the constitution that is to be adopted by the Club as its governing document as set out in Schedule 2 (Constitution).

Confidential Information means this agreement and all information which is disclosed by a party to the receiving party under or in relation to this agreement, whether it was disclosed before, on or after the date of this agreement including any reports provided by the Club or AFL to the Tasmanian Government, but does not include the following:

- (a) any information which is in or becomes part of the public domain otherwise than through a breach of this agreement by the receiving party;
- (b) the receiving party can prove was already known to it at the time of disclosure by the disclosing party; or
- (c) the receiving party acquired from a source other than the disclosing party where that source is entitled to disclose the information.

Construction Force Majeure Event means the occurrence of any of the following events:

- (a) a natural physical disaster affecting the TA Facility site or the Stadium site such as a flood, hurricane, tsunami or earthquake;
- (b) a nationwide or state-wide strike, lockout, blockade, picketing or other industrial action which in any of the cases is not:
 - (i) caused by the Tasmanian Government; or
 - (ii) confined to the Tasmanian Government's own workforce or the workforce of its subcontractors;
- (c) a global epidemic or pandemic; or
- (d) war, terrorism or political or civil disturbance affecting the TA Facility site or the Stadium site.

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

Deed of Accession means a deed in the form set out in Schedule 7 (Deed of Accession) under which the Club agrees to accede to and comply with the obligations under this agreement as though the Club was an original signatory to it.

Default Event means each event described as such in clause 13.1(Default Event).

Details means the section of this agreement headed 'Details'.

Development Activities has the meaning given in clause 19.3 (Development Activities).

End Date if the Initial Operational Funding Condition:

- (a) has not been satisfied by the Licence Conditions Sunset Date means the later of the first instance of 31 October following the date that;
 - (i) the final Establishment Funding Amount instalment is paid to the Club; and
 - (ii) if an Additional Establishment Funding Amount is payable by the Tasmanian Government then the date that the final Additional Establishment Funding Amount instalment is paid to the Club.
- (b) has been satisfied by the Licence Conditions Sunset Date means the first instance of 31 October following the date that the final Operational Funding Amount instalment is paid to the Club as contemplated by clause 10.1 (Operational Funding Payments).

End of Season Report means a report that provides an outline of the Club's operational activities in the previous 12 months period including:

- (a) achievement of any key milestones outlined within the current Strategic Plan;
- (b) expected key milestones that will be delivered in the next calendar year; and
- (c) summary of major risks and mitigating strategies employed by the Club in meeting those milestones.

Equivalent Stadium Access Terms means provision to the Club or AFL of hire, occupancy or access terms for a match in respect of any Alternative Stadium on substantially the same commercial terms as would be applicable to the relevant match as set out in the draft Ground Occupancy Agreement if that match were held at the Stadium.

Establishment Funding Amount means each payment identified as such in the Establishment Funding Schedule.

Establishment Funding Payment Date means the date on which an Establishment Funding Amount is payable as set out in the Establishment Funding Schedule in Schedule 1 (Establishment Funding Schedule).

Establishment Funding Period means the period from the Start Date to the later of:

- (a) the date that the final Establishment Funding Amount is paid to the Club; and
- (b) if applicable, the date that the final Additional Establishment Funding Amount is paid to the Club.

Establishment Milestone means each milestone set out in the Establishment Funding Schedule which is associated with the payment of an Establishment Funding Amount.

Establishment Funding Schedule means the schedule of Establishment Funding Amount payments and associated Establishment Milestones as set out in Schedule 1 (Establishment Funding Schedule).

Excluded Sponsors means any Government Body (other than a Tasmanian Government Body) in circumstances where that Government Body's name includes reference to a Country (other than Australia), State or Territory and will be publicly affiliated with the Club as part of a sponsorship agreement or arrangement.

First Operational Funding Date means 1 November 2027 or, where the AFL has exercised its option to extend the Licence Conditions Sunset Date by 12 months pursuant to clause 5.4 (Option to Extend Licence Conditions Sunset Date), the 1 November immediately after the satisfaction or waiver in accordance with clause 5.4 (Option to Extend Licence Conditions Sunset Date) of the AFL Licence Conditions.

[REDACTED]

Force Majeure Event means any strike, lockout or other industrial action, act of God, adverse weather, epidemic or pandemic, war, terrorism, act of government or political or civil disturbance or any other event or occurrence which is beyond the reasonable control of the party wishing to rely on the event or occurrence.

Funding Amount means any amount paid or proposed to be paid by the Tasmanian Government under and in accordance with this agreement including each:

- (a) Establishment Funding Amount;
- (b) if applicable, each Additional Establishment Funding Amount
- (c) if applicable, each Operational Funding Amount; and
- (d) if applicable, each Operational Funding Top Up.

Good Industry Practice means the degree of skill, care, prudence, foresight and practice which would reasonably and ordinarily be expected of a skilled, competent and experienced person, engaged in the same type of undertaking as that of the Tasmanian Government under the same or similar circumstances.

Government Body means a body politic, a government (federal, state or local), a governmental, judicial or administrative body, a tribunal, a commission, a department or agency of any government, and a statutory authority or instrumentality.

Ground Occupancy Agreement means an agreement for the use of the Stadium by the AFL to be entered into between the AFL and Stadiums Tasmania, using the incomplete and not yet agreed, other than with respect to the clauses that have not been struck out, template document set out in Schedule 6 (Ground Occupancy Agreement) as the base document to continue those discussions after the date of this agreement.

GST has the meaning given in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and the related imposition Acts of the Commonwealth.

Governance Protocol means the governance protocol documentation in relation to the development of the TA Facility and the Stadium as specified in Schedule 11 (Governance Protocol).

Initial Operational Funding Conditions means those conditions set out in clause 6 (Initial Operational Funding).

Insolvency Event means, in relation to a party, any one or more of the following events or circumstances:

- (a) being in liquidation or under administration;
- (b) having a controller (as defined in the Corporations Act) or analogous person appointed to it or any of its property;
- (c) being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;
- (d) being unable to pay its debts or being otherwise insolvent;
- (e) becoming an insolvent under administration, as defined in section 9 of the Corporations Act; or
- (f) any analogous event or circumstance under the laws of any jurisdiction; or

unless such event or circumstance occurs as part of a solvent reconstruction, amalgamation, compromise, arrangement, merger or consolidation.

Intellectual Property means copyright, patents, registered and unregistered trademarks, registered designs, trade secrets, know-how and all other intellectual property rights resulting from intellectual activity

Licence Agreements means the AFL Licence Agreement and AFLW Licence Agreement.

Licence Conditions means the AFL Licence Conditions and the AFLW Licence Conditions.

Licence Conditions Sunset Date means 31 October 2027, or, where the AFL has exercised its option to extend the Licence Conditions Sunset Date pursuant to clause 5.4 (Option to Extend Licence Conditions Sunset Date), an additional 12 months from 31 October 2027 for each time the AFL has exercised its option to extend the Licence Conditions Sunset Date pursuant to clause 5.4 (Option to Extend Licence Conditions Sunset Date).

Operational Funding Amount means \$12 million per year, increased on a compounding basis on each anniversary of the First Operational Funding Date by the lower of:

- (a) the rate of year-on-year change of All groups Consumer Price Index, weighted average of eight capital cities as published by the Australian Bureau of Statistics, for the 12 month period ending on the last quarter preceding the applicable Operational Funding Date or, if not published quarterly, on the day it was last published before then; and
- (b) 2.5%.

Operational Funding Date means the First Operational Funding Date and the date occurring on each anniversary of the First Operational Funding Date in each of the succeeding 11 years so that there is a total of 12 Operational Funding Dates across the Initial Operational Funding Term.

Operational Funding Term means the period starting on the First Operational Funding Date and ending on the date occurring 12 years after the First Operational Funding Date.

Operational Funding Top Up means any additional funding to be paid to the Club by the Tasmanian Government in the circumstances contemplated by clause 10.3 (Operational Funding Top Up).

Personnel in relation to a party means the officers, employees, secondees, agents, consultants, contractors and subcontractors of that party.

PIP Act means the *Personal Information Protection Act 2004* (Tas).

Practical Completion means:

- (a) in respect of the TA Facility, an experienced independent quantity surveyor appointed by the Tasmanian Government has issued a certificate stating that the construction of the TA Facility is practically complete in accordance with the TA Facility Construction Contract and in compliance with the TA Facility Specifications described in Schedule 9 (TA Facility Specifications); and
- (b) in respect of the Stadium, an experienced independent quantity surveyor appointed by the Tasmanian Government has issued a certificate stating that the construction of the Stadium is practically complete in accordance with the Stadium Construction Contract and in compliance with the Stadium Specifications described in Schedule 10 (Stadium Specifications).

Privacy Act means the *Privacy Act 1988* (Cth).

Privacy Laws means the Privacy Act, the PIP Act and other laws regarding privacy in force from time to time that is applicable to the parties.

Project Coordination Group means each of the TA Facility PCG and the Stadium PCG as the context requires.

Related Entity has the meaning given to that term in the Corporations Act.

Relevant Financial Year means each 12 month period ending on 31 October in each year, other than the first Relevant Financial Year, which will be the period commencing on the Start Date and ending on 31 October 2023.

Review Event means each event described as such in clause 12.1 (Review Event).

[REDACTED]

Stadium means the stadium to be built by or on behalf of the Tasmanian Government and in accordance with this agreement and the Stadium Construction Contract at Macquarie Point in Hobart, Tasmania as more particularly described in Schedule 10 (Stadium Specifications).

Stadium Construction Activities means all activities required to be undertaken by the Tasmanian Government in connection with the construction of the Stadium, including entry into the Stadium Construction Contract and the issuance of a notice to proceed (or equivalent) under that contract, but excludes the Stadium Initial Development Activities.

Stadium Construction Contract means a contract or contracts to be entered into between the Tasmanian Government and its chosen contractor(s) for the construction of the Stadium in form and substance satisfactory to the Tasmanian Government.

Stadium Initial Development Activities means all activities required to be undertaken by the Tasmanian Government in connection with the development and construction of the Stadium including:

- (a) securing the necessary development approvals and building permits;
- (b) securing the necessary landowner and / or access rights;
- (c) undertaking the necessary design and engineering studies; and
- (d) undertaking a procurement process to identify preferred contractors and suppliers and to firm up construction budget,

required to facilitate the construction of the Stadium but excluding the Stadium Construction Activities.

Stadium PCG means the project coordination group established to assist with the planning and delivery of the Stadium as specified in the Governance Protocol.

Stadium Steering Committee means the steering committee established to assist with the decision making process relating to the design, development and construction of the Stadium as specified in the Governance Protocol.

Stadiums Tasmania means the statutory authority established in accordance with the *Stadiums Tasmanian Act 2022* (Tas) (ABN 83 715 326 005).

Start Date means the later of:

- (a) the date this agreement is signed by both the Tasmanian Government and the AFL;
- (b) where a general meeting of the AFL has not been requisitioned in accordance with clause 27(a) of the AFL Constitution after notification has been provided by the AFL Commission to each Appointee (as defined in the AFL Constitution) of AFL Commission's decision to grant the Club the status of a club under the AFL's Constitution, on the 15th day following the date such notice was given; and
- (c) where a general meeting of the AFL has been requisitioned in accordance with clause 27(a) of the Constitution after notification has been provided by the AFL Commission to each Appointee of AFL Commission's decision to grant the Club the status of a club under the AFL's Constitution, and the AFL Commission's decision is not reversed at that meeting, the day immediately following that special general meeting,

provided that, where a general meeting of the AFL has been requisitioned in accordance with clause 27(a) of the Constitution after notification has been provided by the AFL Commission to each Appointee of the AFL Commission's decision to grant the Club the status of a club under the AFL's Constitution, and the AFL Commission's decision is reversed at that meeting, then there is no Start Date, and this agreement will not commence and will be deemed to be terminated on and from the date of such meeting.

Statutory Approvals means all approvals and permits required for the TA Facility Construction Activities and the Stadium Construction Activities as set out in Schedule 12 (Statutory Approvals).

Statutory Approvals Condition means that condition set out in clause 4.1 (Statutory Approvals Condition).

Steering Committee means each of the TA Facility Steering Committee and the Stadium Steering Committee as the context requires.

Strategic Plan means a strategic plan for the period referred to in clause 16.2 (Strategic Plans) produced to at least an equivalent standard to that of other clubs participating in the AFL Competition and including those matters specified in Schedule 8 (Strategic Plan).

TA Facility means the training and administration facility to be built by or on behalf of the Tasmanian Government at a location in close proximity to Hobart central business district agreed to by the parties and as more particularly described in Schedule 9 (TA Facility Specifications).

TA Facility Initial Development Activities means all activities required to be undertaken in connection with the development and construction of the TA Facility including:

- (a) in consultation with the AFL and the Club, identifying and securing a suitable site for the TA Facility; and
- (b) undertaking the following activities:
 - (i) securing the necessary development approvals and building permits;
 - (ii) securing the necessary landowner and / or access rights;
 - (iii) undertaking the necessary design and engineering studies; and
 - (iv) undertaking a procurement process to identify preferred contractors and suppliers and to firm up the construction budget,

required to facilitate the construction of the TA Facility but excluding the TA Facility Construction Activities.

TA Facility Construction Activities means all activities required to be undertaken by the Tasmanian Government in connection with the construction of the TA Facility, including entry into the TA Facility Construction Contract and the issuance of a notice to proceed (or equivalent) under that contract, but excluding the TA Facility Initial Development Activities.

TA Facility Construction Contract means a contract or contracts to be entered into between the Tasmanian Government and its chosen contractor(s) for the construction of the TA Facility in form and substance satisfactory to the Tasmanian Government.

TA Facility Lease Agreement means a lease of the TA Facility to the Club that contains the key lease terms specified in Schedule 5 (TA Facility Key Lease Terms).

TA Facility PCG means the project coordination group established to assist with the planning and delivery of the TA Facility as specified in the Governance Protocol.

TA Facility Steering Committee means the steering committee established to assist with the decision making process relating to the location, design, development and construction of the TA Facility as specified in the Governance Protocol.

Tasmanian Government means the party described as such in the Details.

Tasmanian Buy Local Costs means amounts spent by the Club on the purchase of Tasmanian based products and services, including remuneration paid to Tasmanian Club Personnel who principally reside in Tasmania during the regular AFL Competition and AFLW Competition seasons but excluding the purchase of airfares.

Tasmanian Club Personnel means Personnel employed or engaged by the Club or the AFL solely or principally for the benefit of the Club including directors and team officials (such as coaches, doctors, referees, managers and support staff) and Tasmanian Club Players.

Tasmanian Club Player means a player employed by the Club.

[REDACTED]

Tasmanian Operating Costs means all expenses incurred by the Club through its business operations, including Tasmanian Team Establishment Costs, rent, equipment, inventory, marketing, payroll, insurance, licence fees, promotional and marketing costs, in each case solely in connection with the Club's participation in the AFL Competition and the AFLW Competition.

Tasmanian Team Establishment Costs means all expenses incurred by the Club in establishing the Club as a team to compete in the AFL Competition and / or the AFLW Competition.

Term means the period referred to in clause 1 (Term).

Transaction Documents means each of the following documents:

- (a) Licence Agreements;
- (b) TA Facility Lease Agreement; and
- (c) Ground Occupancy Agreement.

Valid Invoice means a tax invoice that complies with clause 17.2 (Valid Invoice).

30. Interpretation

30.1 Documents

- (a) A reference to a clause, annexure, part or schedule is a reference to a clause, annexure, part in or schedule to this agreement.
- (b) Headings are for convenience only and do not form part of this agreement or affect its interpretation.
- (c) A reference to a document (including this agreement) includes all amendments, replacements or supplements to that document.
- (d) Subject to clause 30.1(a), a reference to this agreement includes the Details and all schedules and annexures.
- (e) The 'Recitals' section of the Details is provided for background purposes and is not legally binding.

30.2 Law

A reference to law means a reference to:

- (a) principles of law or equity established by decisions of courts;
- (b) statutes, regulations or by-laws of the Commonwealth, a State, a Territory or a Government Body; and
- (c) requirements and approvals (including conditions) of the Commonwealth, a State, a Territory or a Government Body that have the force of law.

30.3 Legislation

A statute, ordinance, code or other legislation includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

30.4 Linguistic choices

- (a) A reference to the singular includes the plural and the plural includes the singular.
- (b) "Including" and similar expressions are not words of limitation.
- (c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

30.5 Money

A reference to money is to Australian dollars, unless otherwise stated.



30.6 Persons

- (a) The word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Body.
- (b) A particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns.

30.7 Time periods

- (a) All references to time are to the time in Hobart, Tasmania.
- (b) A period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day.
- (c) If an act under this agreement to be done by a party on or by a given day is done after 5 pm on that day, it is taken to be done on the next day.
- (d) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

Signing page

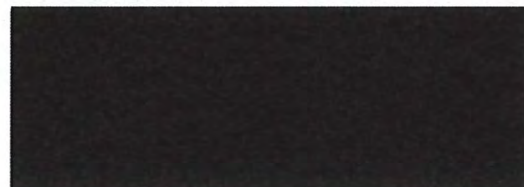
Executed as an agreement.

Executed for and on behalf of The
Crown in Right of Tasmania by the
person named below and in the
presence of the witness named below:

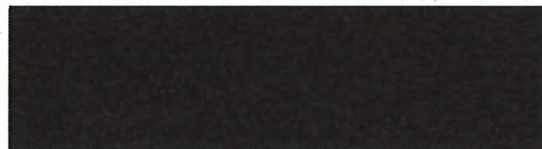

Signature of authorised person

JEREMY P ROCKLIFFE
Full name of authorised person

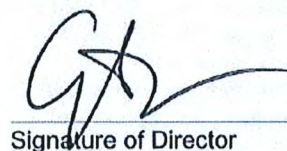
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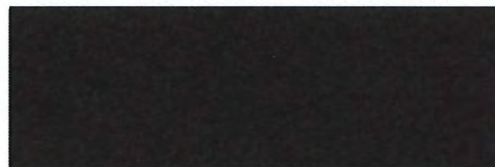
Vanessa Field
Full name of Witness



Executed pursuant to section 127 of the
Corporations Act 2001 (Cth) by
Australian Football League (ACN 004
155 211):


Signature of Director

GILLON ANGUS MCLACHLAN
Full name of Director



TRAVIS JAMES AULD
Full name of Director/Secretary*
(*please strike out inapplicable. If Sole
Director/Secretary write 'Sole')

Schedule 1. Establishment Funding Schedule

	Establishment Funding Amount payable (ex GST)	Establishment Funding Payment Date	Milestone description
1.	\$5 million	As soon as practicable after the incorporation of the Club and no later than 60 days of incorporation of the Club	(a) Registration of the legal entity constituting the Club within 60 days of execution of this agreement and compliance by the AFL with the terms of clause 2 (Club Establishment). (b) Public announcement of the entry into this agreement and that upon various conditions as set out in Licence Agreements being satisfied that the Club will have a right to field a team in the AFL Competition and the AFLW Competition.
2.	\$5 million	1 Nov 2024	(a) Appointment of an inaugural Chairperson & inaugural Board of Directors as contemplated by the Constitution. (b) Preparation of the Club's operational management structure for the following year.
3.	\$5 million	1 Nov 2025	(a) Public launch of the website of the Club and the Club's public brand identity. (b) Provision of the Club's Establishment Phase Strategic Plan. Strategic Plan to include approach to membership engagement, sponsorship attraction, digital media presence, and elite talent pathway, as well as social inclusion and sustainability considerations. (c) Provision of an annual progress report to the Tasmanian Government that provides an update on the matters set out in the Strategic Plan last provided by the Club. The Tasmanian Government will be provided with an opportunity to provide feedback on the form and content of the report prior to the Club submitting the final report to the Tasmanian Government.
4.	\$5 million	1 Nov 2026	(a) Provision of an annual progress report to the Tasmanian Government that provides an update on the matters set out in the Strategic Plan last provided by the Club. The Tasmanian Government will be provided with an opportunity to provide feedback on the form and content of the report prior to the Club submitting the final report to the Tasmanian Government.



Schedule 2. Constitution

Constitution of [#] Limited

ACN [#]

Corporations Act 2001

A public company limited by guarantee

Constitution of [#] Limited

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Constitution of [#] Limited

Corporations Act 2001

A public company limited by guarantee

[#] 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).

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.

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 [#] 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 adoption of this constitution by the Club.

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

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

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

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

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(a).

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

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.

2 Name

The company the subject of this constitution is named [#] 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.

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.

(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

- (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;

- (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.

-
- (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 adoption 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

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 a 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

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:

-
- (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:

- (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:

- (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.

(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 a 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

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

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);

- (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 be 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 a resolution to remove a Director or an auditor of the Club; and
 - (ii) 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 (**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) A Member Circulating Resolution is passed when the resolution is signed by the AFL.
- (d) When the AFL considers, or is asked to consider, a resolution under this clause, the Club satisfies any requirement of the Corporations Act:

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- (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).

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.

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:

- (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.

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

- (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:

- (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.

- (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 at least three Directors and up to five Directors, comprising (subject to clause 25.4):

- (a) up to two Directors, each to be appointed by the Tasmanian Government (**TG Directors**);
- (b) up to two Directors, each to be appointed by the AFL (**AFL Directors**); and
- (c) the Chair appointed in accordance with clause 37.

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 clause 25.4):

- (a) up to two TG Directors;
- (b) up to three AFL Directors. 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:
 - (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

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- (C) one person (who is not a Director at the relevant time) appointed by the AFL to 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.

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- (e) 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.

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 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) and 25.2(b) (as applicable) will automatically be increased to four and five, respectively, effective from the date and time that the Funding and Development Agreement ceases to be in effect.

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

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- (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:
 - (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 clause 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:
 - (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.

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
 - (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

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- (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.

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.

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- (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
 - (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:

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

37 Chair

- (a) The AFL may appoint one person as Chair (who will also be a Director by virtue of their appointment as the Chair) for a period of up to three years.
- (b) 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.

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- (c) Subject to this clause 37, the Chair is entitled to, and must, where reasonably practicable, chair each Board meeting.
 - (d) 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(d)(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.
- (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.

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- (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.

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.
- (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;

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- (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).

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:

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- (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.
 - (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.

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- (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.
- (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.

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.

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.
- (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 is taken to be a Director or Chair (as applicable) under this constitution for the remainder of that person's then current term.
- (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 3. AFL Licence Agreement

Licence Agreement

Australian Football League
(AFL)

[insert] Limited
(Licensee)

Australian Football League (AFL)	Address:	140 Harbour Esplanade Docklands Vic 3008
	ACN:	004 155 211
	Email:	general@afl.com.au cc: legalnotices@afl.com.au
	Phone:	(03) 9643 1999
[Insert] Football Club Limited (Licensee)	Address	[insert]
	ACN:	[insert]
	Email:	[insert]
	Phone:	[insert]
Dated:		

This Agreement made the day of

20

RECITALS

- A. The AFL conducts the premier Men's Australian Football competition in Australia which has a substantial public following and goodwill (**AFL Competition**).
- B. The Licensee wishes to obtain a grant of a Licence from the AFL so that it may field a team in the AFL Competition.
- C. The parties have agreed that the Licensee shall be granted a Licence to field a team in the AFL Competition on and subject to the terms and conditions of this Agreement.

NOW IT IS AGREED as follows:

- 1. This Agreement is of no force and effect and is automatically terminated if a general meeting of the AFL is requisitioned under clause 27(a) of the AFL Constitution and the Commission's decision to grant the Licensee the status of a club is reversed at that meeting.
- 2. The AFL and the Crown in the Right of Tasmania acting through the Department of State Growth (**Tasmanian Government**) have entered into a Club Funding and Development Agreement dated on or about the date of this Agreement pursuant to which the Tasmanian Government has agreed to provide certain funding to the Licensee (**Funding Agreement**). If the Funding Agreement comes to an end or does not commence for any reason and is not replaced by an alternative funding arrangement(s) that is acceptable to the AFL, the AFL may terminate this Agreement by providing written notice to the Licensee.
- 3. Under the Funding Agreement, the Tasmanian Government has agreed to build a playing arena and a training and administration base for use by the Licensee in Hobart. If:
 - (a) such playing arena has not achieved Practical Completion (as defined in the Funding Agreement) by 31 December 2030; or
 - (b) on Practical Completion (as defined in the Funding Agreement) of each of the playing arena and training and administration base, the independent certifier appointed by the Tasmanian Government does not certify that the playing arena and training and administration base has been built in accordance with the TA Facility Specifications as set out in Schedule 9 of the Funding Agreement or Stadium Specifications as set out in Schedule 10 of the Funding Agreement (as applicable),the AFL may terminate this Agreement by providing written notice to the Licensee.
- 4. On and subject to the terms and conditions of this Agreement and in consideration of the Licensee's obligations under this Agreement, subject to the satisfaction or waiver by the AFL in its sole discretion of all of the following conditions below, the AFL hereby grants to the Licensee a Licence to field a team in the AFL Competition from and including the Competition Entry Date (as defined in the Funding Agreement) which Licence shall continue until terminated in accordance with this Agreement:
 - (a) payment of all funding amounts to the Club by the Tasmanian Government that are due and payable in accordance with the terms of the Funding Agreement;

- (b) the Commonwealth Funding Condition has been satisfied in accordance with the terms of the Funding Agreement;
- (c) the Commonwealth Funding Agreement has been executed;
- (d) the Statutory Approvals Condition has been satisfied in accordance with the terms of the Funding Agreement;
- (e) Practical Completion of the TA Facility;
- (f) confirmation from an independent quantity surveyor appointed by the Tasmanian Government that 60% of the building works for the construction of the Stadium have been completed (as referenced by 60% of progress claims of the Adjusted Building Contract Sum certified by the project quantity surveyor) or such lesser percentage agreed to by the AFL in its absolute discretion;
- (g) the Licensee and the entity that owns the TA Facility entering into the TA Facility Lease Agreement on acceptable terms to the entity that owns the TA Facility, the AFL and the Licensee that reflect the TA Facility Key Lease Terms;
- (h) the AFL and Stadiums Tasmania entering into a Ground Occupancy Agreement for the usage of the Stadium on terms acceptable to the AFL and Stadiums Tasmania.

Defined terms used in this clause 4 that are not otherwise defined herein have the meaning given in the Funding Agreement.

The AFL will be the sole party entitled to waive any of the above conditions and such conditions may be waived by the AFL by providing written notice to the Licensee.

5. If the conditions set out at clause 4 of this Agreement have not been satisfied or waived by the AFL by the Licence Conditions Sunset Date (as defined in the Funding Agreement), then the AFL may terminate this Agreement by providing written notice to the Licensee.





Schedule 4. AFLW Licence Agreement

Licence Agreement

Australian Football League
ACN 004 155 211

and

[insert] Football Club Limited
ACN [insert]

Licence Agreement

Date

Parties

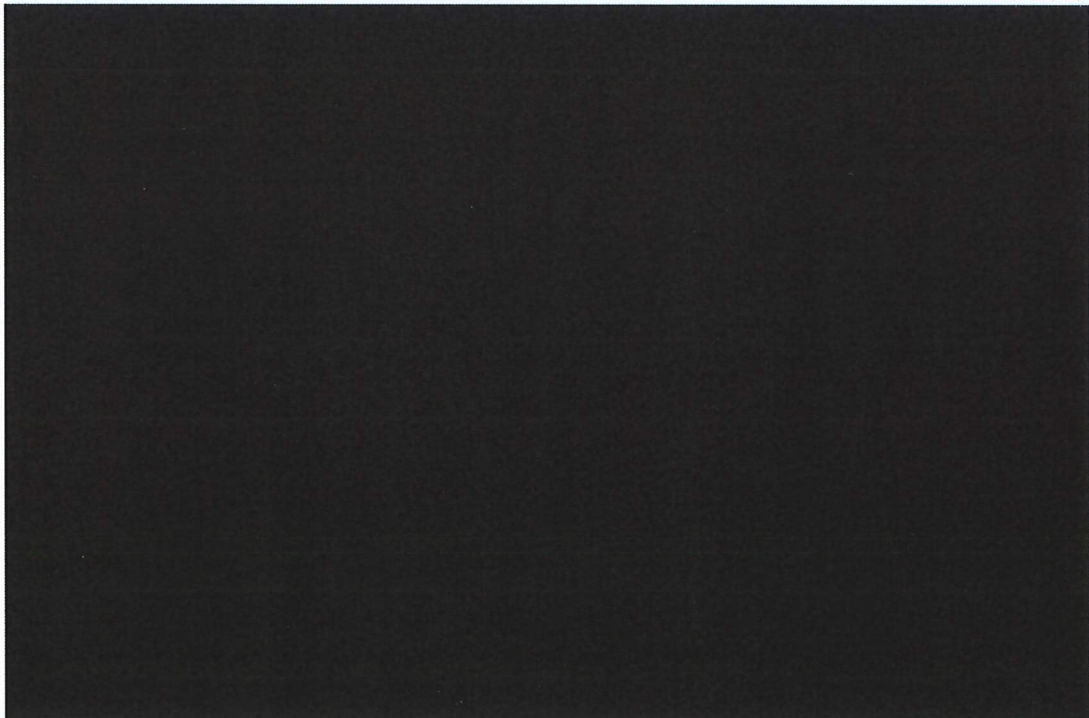
1. Australian Football League ACN 004 155 211 of 140 Harbour Esplanade, Docklands, Victoria, 3008 (AFL)
2. [insert] ACN [insert] of [insert] (AFLW Club)

Background

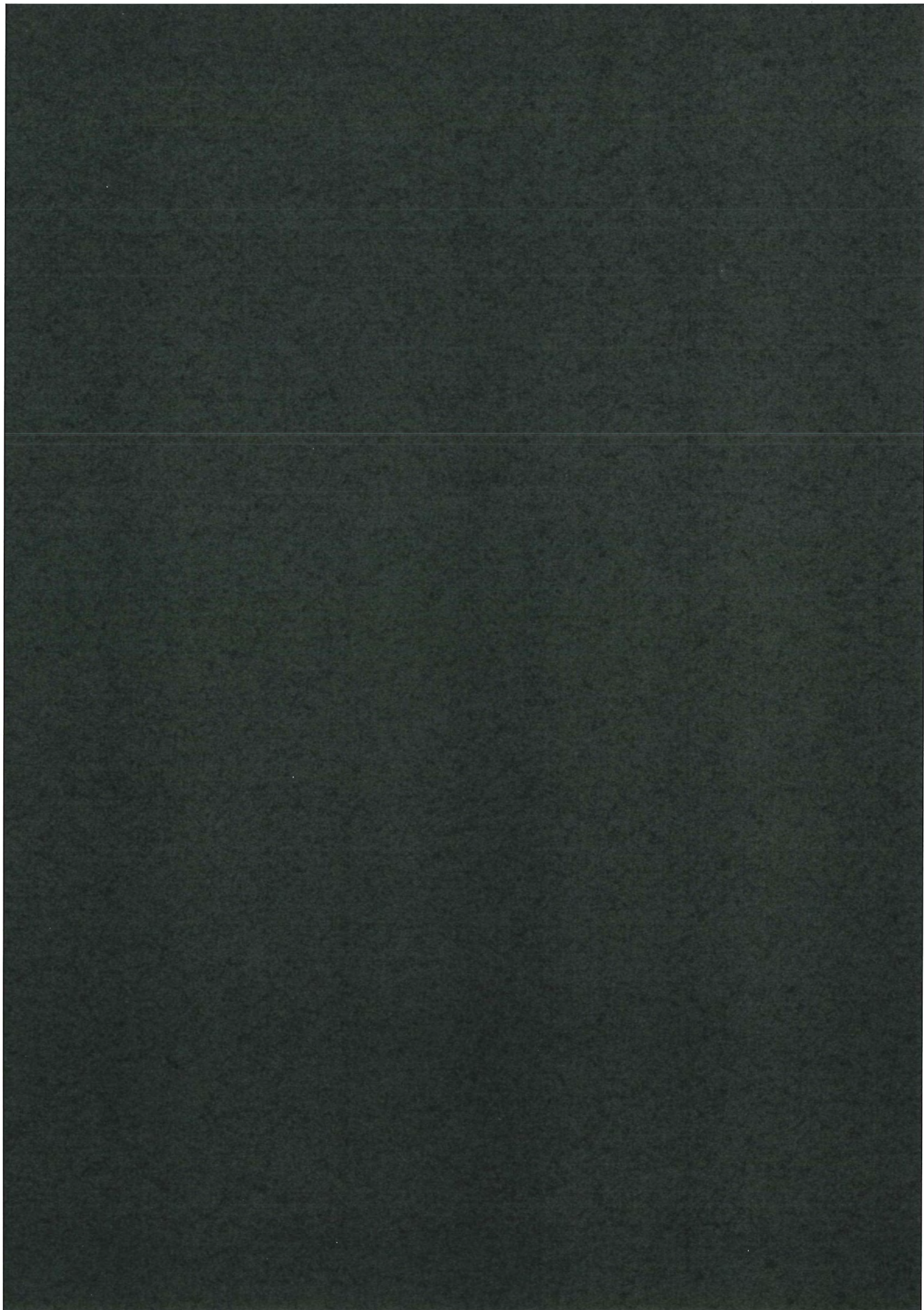
- A. AFL conducts Australian football competitions, development programs and associated events which generate substantial public following and goodwill.
- B. The AFLW Club is licensed by AFL to field a team in the AFL Competition subject to the terms and conditions of the AFL Licence.
- C. The AFLW Club wishes to field a team in the AFLW.
- D. The Parties have agreed that the AFLW Club shall be granted a licence to field a team in the AFLW subject to the terms and conditions set out in this Agreement.

Agreed terms

1. Definitions and Interpretation









1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) the index (if any) and the headings are used for convenience only and do not affect the interpretation of this Agreement;
- (d) a reference to a thing includes a reference to a part of that thing;
- (e) a reference to a document includes the document as modified from time to time and any document replacing it;
- (f) the word "person" includes a natural person and anybody or entity whether incorporated or not;
- (g) the word "month" means calendar month and the word "year" means twelve months;
- (h) a reference to a Business Day means a day on which banks are open for retail banking business other than a Saturday or Sunday in Melbourne, Victoria, Australia

and if something is to be done on a day which is not a Business Day then that thing must be done on the next or following Business Day;

- (i) a reference to any statute, proclamation, rule, regulation or ordinance includes any amendments, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, regulation or ordinance replacing it. A reference to a specified section, clause, paragraph, schedule or item of any statute, proclamation, rule, regulation or ordinance means a reference to the equivalent section of the statute, proclamation, rule, regulation or ordinance which is for the time being in force;
- (j) money amounts are stated in Australian currency unless otherwise specified; and
- (k) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted renamed or replaced or has its powers or functions removed ("defunct body"), means the agency or body which performs most closely the functions of the defunct body.

2. Agreement Commencement

- (a) This Agreement shall commence on the date this Agreement is fully executed by the Parties and shall, unless terminated earlier in accordance with the terms of this Agreement, expire on the AFLW Expiry Date.

3. Club Funding and Development Agreement

- (a) The AFL and the Crown in the Right of Tasmania acting through the Department of State Growth (Tasmanian Government) have entered into a Club Funding and Development Agreement dated [insert date] pursuant to which the Tasmanian Government has agreed to provide certain funding to the AFLW Club (Funding Agreement). If the Funding Agreement comes to an end or does not commence for any reason and is not replaced by an alternative funding arrangement(s) that is acceptable to the AFL, the AFL may terminate this Agreement by providing written notice to the AFLW Club.
- (b) Under the Funding Agreement, the Tasmanian Government has agreed to build a playing arena and a training and administration base for use by the AFLW Club in Hobart. If:
 - (i) such playing arena has not achieved practical completion (as defined in the Funding Agreement) by 31 December 2030; or
 - (ii) on Practical Completion (as defined in the Funding Agreement) of each of the playing arena and training and administration base, the independent certifier appointed by the Tasmanian Government does not certify that the playing arena and training and administration base has been built in accordance with the TA Facility Specifications as set out in Schedule 9 of the Funding Agreement or Stadium Specifications as set out in Schedule 10 of the Funding Agreement (as applicable),

then the AFL may terminate this Agreement by providing written notice to the AFLW Club.

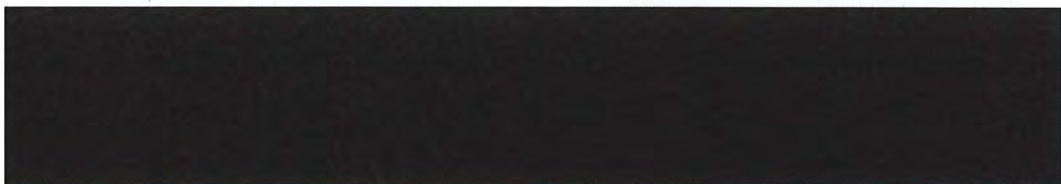
4. Grant of Licence

- (a) Subject to the terms and conditions of this Agreement and in consideration of AFLW Club's obligations under this Agreement, subject to the satisfaction or waiver by the AFL in its sole discretion of all of the following conditions below, AFL grants to the AFLW Club a licence to field a team in the AFLW from the start of the Season determined by the AFL Commission in its sole discretion (**AFLW Commencement Date**):
- (i) payment of all funding amounts to the AFLW Club by the Tasmanian Government that are due and payable in accordance with the terms of the Funding Agreement;
 - (ii) the Commonwealth Funding Condition has been satisfied in accordance with the terms of the Funding Agreement;
 - (iii) the Commonwealth Funding Agreement has been executed;
 - (iv) the Statutory Approvals Condition has been satisfied in accordance with the terms of the Funding Agreement;
 - (v) Practical Completion of the TA Facility;
 - (vi) confirmation from an independent quantity surveyor appointed by the Tasmanian Government that 60% of the building works for the construction of the Stadium have been completed (as referenced by 60% of progress claims of the Adjusted Building Contract Sum certified by the project quantity surveyor) or such lesser percentage agreed to by the AFL in its absolute discretion;
 - (vii) the AFLW Club and the entity that owns the TA Facility entering into the TA Facility Lease Agreement on acceptable terms to the entity that owns the TA Facility, the AFL and the AFLW Club that reflect the TA Facility Key Lease Terms;
 - (viii) the AFL and Stadiums Tasmania entering into a Ground Occupancy Agreement for the usage of the Stadium on terms acceptable to the AFL and Stadiums Tasmania; and
 - (ix) the AFL Commission has resolved to approve the entry of the AFLW Club into the AFLW.

The Defined terms used in this clause 4(a) that are not otherwise defined herein have the meaning given in the Funding Agreement.

The AFL will be the sole party entitled to waive any of the above conditions and such conditions may be waived by the AFL by providing written notice to the AFLW Club.

- (b) If the conditions set out at clause 4(a) of this Agreement have not been satisfied or waived by the AFL by the Licence Conditions Sunset Date (as defined in the Funding Agreement), then the AFL may terminate this Agreement by providing written notice to the AFLW Club.



Schedule 5. TA Facility Key Lease Terms

1. Parties

- (a) [Note: included as a placeholder only – the location of the TA Facility and the ultimate owner of the TA Facility is still to be determined] Crown in Right of Tasmania (acting through the Department of State Growth) / [Stadiums Tasmania] / [Other] (TA Facility Owner); and
- (b) Club.

2. Term

The TA Facility Lease Agreement will:

- (a) start on the date that construction of the TA Facility is complete and ready for occupation (Start Date); and
- (b) end on the date occurring 25 years after the Start Date, subject to the terms of the TA Facility Lease Agreement (End Date).

3. Lease

The TA Facility Owner will grant a lease of the TA Facility to the Club on the terms of the TA Facility Lease Agreement from the Start Date to the End Date.

4. Early access

4.1 Early access licence

The Club is granted an exclusive licence to use those parts of the TA Facility as identified by the TA Facility Owner prior to the Start Date upon the following conditions:

- (a) the TA Facility Owner receives an occupancy permit on terms satisfactory to the TA Facility Owner for those parts of the TA Facility which the Club can access; and
- (b) the Club provides evidence to the TA Facility Owner that the Club has in place the insurances as specified at clause 12 of this Schedule 5,

provided that such exclusive licence will not prevent any access required by the TA Facility Owner, or its contractors, to complete any outstanding TA Facility Construction Activities.

4.2 Term of the licence

The early access licence granted pursuant to clause 4.1 (Early access licence) of this Schedule 5 is subject to any additional reasonable conditions imposed by the TA Facility Owner and:

- (a) is only to enable the Club to perform its own operations at the TA Facility;
- (b) is personal to the Club; and
- (c) on the same provisions as the lease terms.

5. Rent

- (a) Rent: \$1.00.
- (b) The Club must pay the Rent to the TA Facility Owner as directed.

6. Outgoings and Utilities

6.1 Outgoings

Subject to clause 6.3 (Community Use Charges) of this Schedule 5, in addition to the Rent, the Club must pay the following outgoings incurred in relation to the TA Facility:

- (a) land tax on a single holding basis and municipal rates;

- [REDACTED]
- (b) waste, water and sewerage charges;
 - (c) costs of cleaning, servicing and lighting;
 - (d) all costs of complying with the laws and regulations in respect of maintaining the Essential Building Services except to the extent that such costs relate to the non-compliance of any Essential Building Services at the Start Date; and
 - (e) any other charges imposed by a Government Agency in relation to the TA Facility except where such charges:
 - (i) are in connection with the non-compliance of the TA Facility with any Approvals;
 - (ii) are in connection with an Alternate Purpose;
 - (iii) do not arise on account of the use and occupation of the TA Facility by the Club; or
 - (iv) result from any breach by the TA Facility Owner of the terms of the TA Facility Lease.

6.2 Utilities

Subject to clause 6.3 of this Schedule 5, the Club must pay all charges for Utilities supplied to or consumed in the TA Facility to the utilities provider.

6.3 Community Use Charges

The TA Facility Owner will be responsible for those outgoings and Utilities costs in relation to the TA Facility that are directly attributable to an Alternate Purpose if those outgoings and Utilities can be separately measured (e.g. specific cleaning or waste collection costs) and if those outgoing and Utilities attributable to an Alternate Purpose are not capable of being separately measured then a reasonable proportion of those outgoings and Utilities as determined by the Club acting reasonably and in good faith.

6.4 TA Facility Owner Costs

The TA Facility Owner will be responsible for the costs of any works required to ensure that the TA Facility and the TA Facility Owner Property remains compliant with any applicable laws during the Term.

7. Use of the TA Facility

7.1 Quiet Enjoyment

From the Start Date and until the End Date the TA Facility Owner grants the Club exclusive possession of the TA Facility.

7.2 Access

From the Start Date and until the End Date, the TA Facility Owner will permit the Club to have full and free access at all times to the TA Facility.

7.3 Use

The Club may only use the TA Facility for the Permitted Use.

7.4 TA Facility Owner Warranties

- (a) TA Facility Owner warrants that it has, and it will maintain for the term, all permits required for the occupancy of the TA Facility at its cost.
- (b) The TA Facility Owner warrants that the TA Facility build complies with all applicable laws, including building safety laws, and that it will continue to comply with any applicable laws during the Term at its cost.

8. Licence

- (a) Subject to Club's prior approval in accordance with this clause 8, the Club will provide access to the TA Facility for community use purposes and for use by Tasmanian elite athletes (**Alternate Purposes**).

- [REDACTED]
- (b) On or before 31 August each year during the Lease Term, the parties will meet to discuss in good faith the Alternate Purposes proposed by the TA Facility Owner for the 12 month period commencing on the following 1 November (**Relevant Period**) and the timing of access to the TA Facility that would be required for the proposed Alternate Purposes with the view to forming a schedule of access (**Alternate Purposes Schedule**).
 - (c) The Club must not unreasonably withhold its consent to any Alternate Purposes proposed by the TA Facility Owner pursuant to clause 8(b) or the timing of those Alternate Purposes. Without limiting the Club's right to withhold its consent to any proposed Alternate Purposes, it will be reasonable for the Club to withhold its consent to any proposed Alternate Purposes in the following circumstances:
 - (i) the Club considers that the Alternate Purposes will unduly interfere with the Club's operations;
 - (ii) the proposed Alternate Purposes would require the Club to incur any costs;
 - (iii) the Club considers that the Alternate Purposes will detract from the high-performance environment of the Club's operations;
 - (iv) the proposed Alternate Purposes would invalidate any insurances held by the Club in relation to the TA Facility; or
 - (v) the Club is concerned that the proposed Alternate Purposes would impact on the health or safety of any person.
 - (d) The proposed Alternate Purposes consented to by the Club and the timing of those Alternate Purposes will be included in the Alternate Purposes Schedule, which will be issued by no later than the commencement of the Relevant Period.
 - (e) The TA Facility Owner, and its representatives and agents, may access the TA Facility for the Alternate Purposes and at the times specified in the Alternate Purposes Schedule, provided that such access must not materially impact on the Club's use of the TA Facility.
 - (f) If, after having issued the Alternate Purposes Schedule:
 - (i) additional access to the TA Facility is requested by the TA Facility Owner for Alternate Purposes, the Club will consider those additional proposed Alternate Purposes in good faith. If the Club agrees to those additional proposed Alternate Purposes, the Alternate Purposes Schedule will be amended to include the additional Alternate Purposes agreed to by the Club; or
 - (ii) the Club requires use of the TA Facility during a time period specified in the Alternate Purposes Schedule such that the relevant Alternate Purposes could not be undertaken concurrently with the Club's required use in the reasonable opinion of the Club, the Club will notify the TA Facility Owner as soon as reasonably practicable, and the Club and the TA Facility Owner will negotiate in good faith with a view to agreeing an amendment to the Alternate Purposes Schedule to accommodate the Club's requirement, with the Club's high performance environment being prioritised in those negotiations.

9. Essential Building Services

- (a) The TA Facility Owner agrees to incur all expenditure necessary to ensure that any Essential Building Services are in compliance with and to the standard required by law as at the Start Date.
- (b) The Club is responsible for:
 - (i) maintaining any Essential Building Services after the Start Date;
 - (ii) keeping all records of the maintenance of Essential Building Services after the Start Date; and

- (iii) providing assistance to the TA Facility Owner to facilitate the inspection and testing of any Essential Building Services as required under the *Building Act 2016* (Tas) or the *Building Regulations 2016* (Tas).
-

10. Maintenance and alteration

10.1 The Club's obligations

The Club must (at its cost) and subject to clause 10.5 (Alternate Purposes):

- (a) keep and maintain the TA Facility and the TA Facility Owner Property in good and tenable repair, fair wear and tear excluded;
- (b) keep the Club's plant or equipment, fixtures, fittings, furniture and furnishings or other property which the Tenant brings on to the TA Facility or fixes to the TA Facility in good and tenable repair and working condition;
- (c) carry out regular maintenance of all TA Facility Owner Property;
- (d) carry out regular maintenance of any playing surfaces in the TA Facility to a level suitable for Australian football training at a professional level and where necessary replace and refurbish the playing surfaces; and
- (e) as soon as reasonably practicable repair any damage to the TA Facility or the TA Facility Owner Property to the extent caused or contributed to by the Club.

10.2 Structural Work

- (a) The Club must, as soon as reasonably practical, carry out all work of a structural nature made necessary by:
 - (i) damage caused to the TA Facility by the Club, its personnel, contractors or invitees;
 - (ii) the use of the TA Facility by the Club; or
 - (iii) the Club's failure to comply with its obligations under the lease.
- (b) The TA Facility Owner must, as soon as reasonably practical and at its cost, carry out all work of a structural nature made necessary by:
 - (i) any defects in the build of the TA Facility;
 - (ii) any cause outside the control of the Club, including any damage caused by natural causes, such as flood or fire.

10.3 Schedule of Maintenance

At least once every 6 months during the Lease Term, or such other longer period as is agreed by the Club and the TA Facility Owner, the Club must provide to the TA Facility Owner a schedule which:

- (a) outlines the type, frequency and costs of maintaining the TA Facility and the TA Facility Owner Property; and
- (b) records any maintenance carried out by the Club to the TA Facility.

10.4 Alterations

The Club may not make any material alteration or addition to the TA Facility unless the TA Facility Owner provides written consent, in its sole discretion (not to be unreasonably withheld or delayed).

10.5 Alternate Purposes

The TA Facility Owner must, at its cost, as soon as reasonably practicable, while causing the least amount of disruption to the operations of the Club as possible, repair or, where necessary replace, any damage to the TA Facility, including without limitation to the TA Facility playing surfaces, caused or contributed to by:

- (a) any Alternate Purposes;
- (b) the acts or omissions of the TA Facility Owner.

10.6 Refurbishment

The TA Facility Owner must Redecorate the TA Facility every 5 years during the Lease Term in a proper and workmanlike manner with good materials consistent with those materials in place at the Start Date.

11. Dealing with the TA Facility

11.1 Consent

- (a) Subject to clause 11.2 (Licence), the Club must not:
 - (i) transfer the lease or sublet the TA Facility;
 - (ii) mortgage or encumber its interest in the lease; or
 - (iii) enter into an agreement that gives any person the right to enter into occupation or possession of the TA Facility or any part of the TA Facility,
- without the written consent of the TA Facility Owner in its sole discretion.

11.2 Licence

The Club may grant a licence of the TA Facility to a third party, including the Australian Football League, provided that the third party must only use the TA Facility for the Permitted Purpose, which may include, without limitation, matches and training sessions for Australian Football talent pathways.

12. Insurance

12.1 TA Facility Owner

The TA Facility Owner must procure and maintain the following insurances:

- (a) Public liability insurance to a limit of no less than \$20 million per occurrence and which must include cover for the legal liabilities of the TA Facility Owner arising out of it being the owner of the TA Facility.
- (b) Industrial Special risks or Property insurance covering all risks and for the full replacement value of the building, plate glass and other property of the TA Facility Owner located in or situated at the TA Facility.
- (c) Workers compensation insurance: as required by law.

12.2 Club

The Club must procure and maintain the following insurances:

- (a) Public liability insurance: \$20 million per occurrence and must include cover for the legal liabilities of the Club arising out of it being a tenant under the TA Facility Lease Agreement.
- (b) Workers compensation insurance: as required by law.
- (c) Comprehensive insurance: covering the Club's property located at, and all structural additions and improvements made to the TA Facility by the Club for the full replacement value.

13. Indemnities and exclusions

13.1 Club Indemnity

The Club indemnifies the TA Facility Owner against any action, loss or expense incurred by the TA Facility Owner arising in connection with:

- (a) any damage to the TA Facility or the Land; and

- (b) any injury (including death) to any person, including the personnel, contractors or invitees of the TA Facility Owner in or near the TA Facility or the Land,

caused or contributed to by the wilful or negligent acts or omissions of the Club including default of the Club under the terms of the TA Facility Lease Agreement. The Club's liability to indemnify the TA Facility Owner under this clause 13.1 shall be reduced to the extent that the damage or injury suffered or incurred is caused or contributed to by the negligent or wilful acts or omissions of the TA Facility Owner or default of the TA Facility Owner under the terms of the TA Facility Lease Agreement.

13.2 TA Facility Owner Indemnity

- (a) The TA Facility Owner is not responsible or liable to the Club or any other person claiming through the Club for any losses due to accidents, injuries, damage, malfunctions, or other events in or affecting the TA Facility, including water or sprinkler system damage, unless caused or contributed to, by the negligent or wilful acts or omissions of the TA Facility Owner or its employees or agents.
- (b) The TA Facility Owner indemnifies the Club against any action, loss or expense incurred by the TA Facility Owner arising in connection with the Alternate Purposes. The TA Facility Owner's liability to indemnify the Club under this clause 13.2 shall be reduced to the extent that the damage or injury suffered or incurred is caused or contributed to by the negligent or wilful acts or omissions of the Club or default of the Club under the terms of the TA Facility Lease Agreement.

14. Termination

14.1 Default

Either party can terminate for breach of material obligations, subject to a cure process, by giving [60] days' written notice to the other party unless the breach has been cured prior to the end of the notice period.

14.2 AFL competition

The TA Facility Owner may terminate the lease at any time during the term of the lease by giving the Club 60 days written notice if:

- (a) the Club is no longer an active participant in the AFL Competition / AFLW Competition; or
- (b) the AFL terminates either or both Licence Agreements.

Either party may terminate the lease at any time during the term of the lease by giving the TA Facility Owner 60 days written notice if the Club Funding and Development Agreement has been terminated or has come to an end and has not been replaced by a replacement funding arrangement on terms satisfactory to the Club.

15. Club's obligations on termination

15.1 Club to vacate

The Club must yield up possession and control over the TA Facility to the TA Facility Owner on the End Date or earlier termination of the TA Facility Lease Agreement in the condition and state of repair on the Start Date, fair wear and tear excluded.

15.2 Removal of property

Unless otherwise agreed by the parties, the Club must remove its property from the TA Facility within 14 days of the End Date or earlier termination of the lease.

15.3 Reinstatement

If the Club makes any alterations to the TA Facility and the TA Facility Owner requires it, the Club must return the TA Facility to its condition at the Start Date before the End Date.



15.4 Costs in lieu of

The TA Facility Owner may, in its absolute discretion, direct the Club to pay for the reasonable costs of reinstating the TA Facility to its condition at the Start Date in lieu of carrying out the reinstatement.

16. GST

16.1 Definitions

Expressions defined in the GST Act have the same meaning when used in this clause 16.

16.2 GST exclusive

Unless otherwise stated, all amounts payable by one party to another party are exclusive of GST.

16.3 GST payment

If GST is imposed or payable on any supply made by a party under this lease, the recipient of the supply must pay to the supplier the additional amount for GST at the same time and in the same manner as the consideration for the supply.

16.4 Tax invoice

A party's right to payment under clause 16 is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.

17. General

17.1 Signage

- (a) Subject to clause 17.1(b), the Club may exploit 100% of the external signage associated with the TA Facility including selling naming rights to the TA Facility.
- (b) The TA Facility Owner will be entitled to withhold its consent to proposed external signage and / or naming rights of the TA Facility if the arrangements would not comply with the third party arrangements set out in clause 7.4 (Third party arrangements) under the Club Funding and Development Agreement.

17.2 Opening hours

Subject to the requirements of any Government Agency, the Club may access the TA Facility at all times.

17.3 Registration

The TA Facility Owner may make any amendments necessary to register the lease on the Folio of the Register and the Club must provide such assistance to the TA Facility Owner as is necessary in order to facilitate the registration of this lease.

18. Governing Law

Tasmania.

19. Defined terms

Capitalised terms used have the meaning given in the Club Funding and Development Agreement and otherwise as set out below:

Essential Building Services means that prescribed as such by the *Building Act 2016* (Tas) and the *Building Regulations 2016* (Tas).

Government Agency means any government or any public, statutory, governmental or judicial body, entity, department or authority.

Land means [insert#] comprised in Folio of the Register Volume [insert#] Folio [insert#].

[REDACTED]

Lease Term means the term of this lease, starting on the Start Date and ending on the End Date.

Permitted Use means sports training, matches and administration, education and community programs, sponsorship related activities and any other uses typically associated with a lease of this nature.

Redecorate means:

- (a) washing down the interior and exterior of the TA Facility (including the roof) including all partitions and additions made to the TA Facility; and
- (b) treating as previously treated all internal and external surfaces of the TA Facility (including the roof) by painting, staining and polishing; and
- (c) replacing all carpet and/or floor tiles which are worn or damaged and in need of replacement.

TA Facility Owner Property means all of the TA Facility Owner's plant and equipment, fixtures and fittings in or fixed to the TA Facility that are not the Club's property.

Utilities means electricity, gas, telephone and telecommunications.

[REDACTED]

[REDACTED]

Schedule 7. Deed of Accession

Deed of Accession

Club Funding and Development Agreement

Details

Date

Tasmanian Government

Name	Crown in Right of Tasmania (acting through the Department of State Growth)
Contact	Solicitor General, Department of State Growth
Address	Salamanca Building, 4 Salamanca Place, Hobart TAS 7000
Phone	[#phone#]
Email	[#email#]

AFL

Name	Australian Football League (ACN 004 155 211)
Contact	Director
Address	AFL House, 140 Harbour Esplanade, Docklands VIC 3008
Phone	[#phone#]
Email	[#email #]

The Club

Name	[#Insert#]
Contact	[#Insert#]
Address	[#Address#]
Phone	[#phone#]
Email	[#email #]

Background

A	The Club is a public company limited by guarantee.
B	The Club wishes to accede to the terms of the Club Funding and Development Agreement.

Interpretation

Capitalised terms used in this deed have the meaning given in clause 5 (Definitions).

PART A. Club Funding Agreement

1. Club Funding Agreement

1.1 Confirmation

The Club confirms it has received a copy of the Club Funding and Development Agreement.

1.2 Covenants

The Club covenants with the parties to the Club Funding and Development Agreement to observe, perform and be bound by all terms of the Club Funding and Development Agreement which apply to the Club to the intent and effect that the Club is taken from the Accession Date to be a party to the Club Funding and Development Agreement.

2. Consent

The Tasmanian Government and the AFL:

- (a) consent to the Club becoming a party to the Club Funding and Development Agreement;
- (b) agree that the Club is entitled to exercise all of the rights stated as belonging to the Club under the Club Funding and Development Agreement; and
- (c) agree to be bound by the terms of the Club Funding and Development Agreement as if the Club was originally listed as a party to the Club Funding and Development Agreement.

PART B. General

3. General

3.1 Counterparts

This deed may be entered into in any number of counterparts, and counterparts may be exchanged by electronic transmission, each of which will be deemed an original, but all of which, taken together, constitute one and the same instrument.

3.2 Further acts and documents

Each party must promptly do anything necessary or desirable (including executing agreements and documents) to give full effect to this deed and the transactions contemplated by it.

3.3 No merger

The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this deed. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing a transaction.

3.4 Severance

A term or part of this deed that is illegal or unenforceable is severed from this deed and the rest of this deed continues in force.

4. Governing law

This deed is governed by the laws of Tasmania and each party submits to the non-exclusive jurisdiction of the courts of Tasmania.



PART C. Defined terms and interpretation

5. Definitions

5.1 Definitions

In this deed

Accession Date means the date that the last of the Club, the Tasmanian Government and the AFL executes this deed.

Club Funding and Development Agreement means the Club Funding and Development Agreement dated [Insert date] between the Tasmanian Government and the AFL.

5.2 Club Funding and Development Agreement definitions

Capitalised terms used in this deed that are not otherwise defined in this deed have the meaning given to those terms in the Club Funding and Development Agreement.

6. Interpretation

This deed, and words and expressions used in this deed, must be interpreted in the same manner as specified in the Club Funding and Development Agreement.



Signing page

Executed as a deed.

Executed for and on behalf of **Crown In Right of Tasmania** by the person named below and in the presence of the witness named below:

Signature of authorised person

Title

Full name of authorised person

Date

Executed pursuant to section 127 of the *Corporations Act 2001* (Cth) by **Australian Football League (ACN 004 155 211)**

Signature of Director

Signature of Director/Secretary*

Full name of Director

Full name of Director/Secretary*
(*please strike out inapplicable. If Sole Director/Secretary write 'Sole')

Executed pursuant to section 127 of the
Corporations Act 2001 (Cth) by
[insert#]:

Signature of Director

Signature of Director/Secretary*

Full name of Director

Full name of Director/Secretary*
*(*please strike out inapplicable. If Sole
Director/Secretary write 'Sole')*

Schedule 8. Strategic Plan

1. Overview

The Strategic Plan must cover and deal with the topics listed below.

2. General

- (a) Overview of the current AFL / Australian Football landscape that the Tasmanian AFL Club operates in.
 - (b) 5-year vision for the new Club.
 - (c) Key strategic priorities and objectives of the Club.
 - (d) Underpinning strategic initiatives and activities to deliver the strategic priorities and objectives.
 - (e) Key enablers required to support the overall strategy (e.g. technology, systems).
 - (f) Implementation plan to deliver the strategic initiatives and activities, including KPIs, roles and responsibilities.
-

3. Club membership

- (a) Overall market definition and estimate of the market size.
 - (b) Customer segmentation of the overall market, including the identification of target customer segments.
 - (c) In-depth research and analysis of key characteristics, behaviours and purchasing decision drivers of the target customer segments.
 - (d) The Club's membership 'offer' and value proposition (position, product, price, place, promotion).
 - (e) The optimal membership model (incl. structure, pricing) to effectively serve the target customer segments.
 - (f) Annual membership growth targets and other KPIs to measure success and progress (e.g. average value per member).
-

4. Commercial & sponsorship

- (a) The Club's commercial inventory, including key asset categories.
 - (b) The optimal commercial model outlining the proposed sponsorship structure and rights packaging.
 - (c) Key partner categories and an indicative list of potential partners.
-

5. Media & digital

- (a) Articulation of the role and vision of media and digital for the Club.
 - (b) Overview of the media and digital priorities and focus areas (e.g. growing membership, driving commercial revenue, enhanced fan engagement).
 - (c) Overview of the resources and investment required to deliver the underpinning activities and the digital and media strategy.
 - (d) Overview of the plan to implement the Club's media and digital team (or equivalent).
-

6. Social inclusion

- (a) Overview of why social inclusion is important to the Club.
 - (b) Linkage to the Strategic Plan.
-

- 
- (c) Definition of the social inclusion values that will drive decision making across all elements of the Club.
 - (d) Identification of the major social inclusion focus areas for the Club.
 - (e) Identification of potential major external partners that will be critical to supporting the social inclusion focus areas.
-

7. Sustainability

- (a) Overview of why sustainability is important to the Club.
 - (b) Linkage to the Strategic Plan.
 - (c) Definition of the sustainability values that will drive decision making across all elements of the Club.
 - (d) Identification of the major sustainability focus areas for the Club.
 - (e) Identification of potential major external partners that will be critical to supporting the sustainability focus areas.
-

8. Elite talent pathway

- (a) Overview of existing Australian football talent landscape in Tasmania and Australia.
- (b) Definition of the Club's talent catchment area.
- (c) Future participation and talent projections within the Club's talent catchment area.
- (d) Definition of the optimal major competitions and pathway competitions structure to enable an ongoing supply of elite talent.
- (e) Review of Tasmania's Australian football infrastructure to understand any gaps that may inhibit the optimal major and pathway competitions structure.
- (f) Identification of key Club resources required to support the optimal major competitions and pathway competitions structure.

Schedule 9. TA Facility Specifications

1. Minimum Specifications

- (a) Gross ground floor area of approximately 9,000 m² (approximately 7,000m² footprint with a 2-storey design);
- (b) Full sized, MCG dimension fenced oval (including 162 metres x 139 metres boundary to boundary) approximately 22,000m²;
- (c) Additional grassed training area, adjacent to main oval (or close by) approximately 150m long by 120m wide boundary to boundary where the training area is an oval shape (which is the parties' preferred option) and, where the training area is not an oval shape, then of similar total size in square metres and of an equivalent quality to the MCG;
- (d) An indoor training area/s of at least 1,400 square metres;
- (e) Strength & conditioning areas of at least 500 square metres;
- (f) Gender neutral (female friendly) Locker Rooms (AFL & AFLW) of at least 120 square metres for each;
- (g) Medical, physio and treatment facilities of at least 200 square metres;
- (h) Wet recovery facilities of at least 250 square metres;
- (i) Football and administrative staff office facilities of at least 400 square metres;
- (j) Player/staff breakout and lounge facilities of at least 120 square metres;
- (k) Meeting rooms & auditorium of at least 200 square metres;
- (l) Club dining area of at least 200 square metres; and
- (m) Car parking – approximately 150 dedicated car spaces.
- (n) The TA Facility must be built to a standard that is at a minimum consistent with the majority of other club training bases across the country.

Schedule 10. Stadium Specifications

1. Minimum Specifications

- (a) The Stadium will be a 23,000 seat multi-purpose fixed translucent roof stadium at Macquarie Point in Hobart.
- (b) The Stadium must include the following key design features and customer considerations:
 - (i) at least 1,500 corporate / premium spaces which must include capacity of at least 500 hundred spaces in corporate suites (or similar facilities), with the suites to be of varying capacities but at least 12 of which must have a capacity of at least 16 persons;
 - (ii) all seats to have uninterrupted views of playing surface and video boards;
 - (iii) at least 2 large format video boards (minimum size to be set out in the agreed design and plan documentation);
 - (iv) Wi-Fi and 5G internet connectivity (or the appropriate internet connectivity at the time);
 - (v) food and beverage outlets in line with FSADC (Football Stadia Advisory Design Council) guidelines;
 - (vi) toilet Facilities including disabled facilities in line with BCA (Building Code of Australia requirements);
 - (vii) all spatial movements through the stadium to be designed in line with Greenguide compliance as Issued by SGSA (Sports Ground Safety Authority); and
 - (viii) ability for stadium to be a multi-use sporting and entertainment venue, used for a range of sporting events including AFL, Soccer, Cricket, Rugby Union/League, concerts, and cultural, convention and business events (capacity of up to 30,000 attendees for concerts).
- (c) The Stadium must include the following operational functionalities:
 - (i) car parking allowance within Stadium of approximately 40 spaces;
 - (ii) LED signage on boundary line and all seating tiers;
 - (iii) thematic lighting system;
 - (iv) pantech truck access to field of play and allowance for Back of House "Boneyard" and storage facilities;
 - (v) turf replacement system/strategy with locally accessible turf farm;
 - (vi) national standard access control system;
 - (vii) whole of stadium CCTV system;
 - (viii) Club retail merchandise facilities;
 - (ix) sensory room and changing place facilities (larger disabled room to accommodate disabled person and carer); and
 - (x) standalone back up power supply.
- (d) The Stadium must be built in line with the AFL Venue Guidelines (Tier 2 venue) current as at the date of this agreement including:
 - (i) 1,500 lux broadcast lighting;
 - (ii) Oval dimensions at least 159.5m x 128.5m (boundary line);
 - (iii) 4 change rooms gender neutral;
 - (iv) Umpire changeroom facilities gender neutral; and

[REDACTED]

(v) AFL standard broadcast and media facilities.

Schedule 11. Governance Protocol

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.

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.

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.

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 Role and Function

The SC is responsible to the [Minister for State Development, Construction and Housing] for ensuring that the Projects are delivered to a specified budget and within determined timeframes.

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

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

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

[REDACTED]

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

In respect of the Stadium Project only, the 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.

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

6. Membership of TA Facility Steering Committee

6.1 Chair

Deputy Secretary, Department of State Growth

6.2 Membership

Department of State Growth – various nominees

AFL – one nominee

Tasmanian AFL Club – one nominee

Independent Expert – one nominee

Note: final organisational membership to be approved by the relevant Minister provided that the AFL and the Club will always be entitled to be members and will be permitted to choose their own nominees.

6.3 In Attendance

Department of State Growth – various project directors

Specialist Project Advisers - as required

Secretariat: Department of State Growth

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 Director] 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 [Executive Director/Project Director] 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).

8. Project Coordination Group

8.1 Overview

The 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 PCG include, but are not limited to:

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

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

10. Membership of TA Facility PCG

10.1 Chair

Executive Director, Major Stadiums, Department of State Growth

10.2 Membership

Department of State Growth – various nominees

AFL – one nominee

Tasmanian AFL Club – one nominee

External Project Manager – if used

Note: final organisational membership to be approved by Secretary, DSG provided that the AFL and the Club will always be entitled to be members and will be permitted to choose their own nominees.

10.3 In Attendance

Department of State Growth – various project directors

Specialist Project Advisers - as required

Secretariat: Department of State Growth

11. Meeting Times

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

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.

12. 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.

[REDACTED]

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.

13. Minimum Specifications Sub Committee

13.1 Overview

A Minimum Specifications Sub Committee (MSSC) will be established as a sub-committee of the Steering Committee during the design phase of the Projects to ensure that the minimum specifications of the Projects as are set out in Schedule 9 (TA Facility Specifications) or Stadium Specifications described in Schedule 10 (Stadium Specifications) are reflected in the detailed designs.

13.2 1.2 Functions

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

- (a) input into the design of the TA Facility and confirmation that the minimum specifications detailed in Schedule 9 (TA Facility Specifications) are included in the final design; and
- (b) 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.

14. Membership of MSSC

14.1 Chair

Executive Director, Major Stadiums, Department of State Growth

14.2 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.

14.3 In Attendance

Department of State Growth – various project directors

As agreed by members of the MSSC

Secretariat: Department of State Growth

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	31 December 2024
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 1934</i> (Tas)	30 September 2024
Public works committee approval secured (TA Facility)	Obtaining approval of the Public Works Committee to proceed with construction of the TA Facility	31 December 2024
Stadium		
Planning (Stadium)	Obtaining all relevant planning and environmental approvals for the Stadium Construction Activities in accordance with the relevant laws	30 June 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 1934</i> (Tas)	30 September 2025
Public works committee approval secured (Stadium)	Obtaining approval of the Public Works Committee to proceed with construction of the TA Facility.	30 June 2025