

**IN THE OF AN APPLICATION TO THE VICTORIAN GAMBLING AND CASINO
CONTROL COMMISSION BY PJ COOK INVESTMENTS PTY LTD FOR THE
INSTALLATION OF AN ADDITIONAL TWENTY-EIGHT (28) ELECTRONIC
GAMING MACHINES AT THE FYANSFORD HOTEL, 67 HYLAND STREET,
FYANSFORD**

WITNESS STATEMENT of PAUL ADRIAN DEN DRYVER

Date of document:	March 2026
Filed on behalf of:	PJ Cook Investments Pty Ltd
Prepared by:	
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1. Personal Background

2. My full name is Paul Adrian Den Dryver and my residential address is

████████████████████.

3. I am an engineer by trade, and I currently work in presales/enterprise sales for Telstra working on complex solutions around networking.

4. I was born and raised in Geelong and have been involved in Geelong sporting organisations for all of my life. As a young person, I predominantly played basketball and cricket.

5. Interestingly, I started working at the organisation then known as Telecom in 1989 and was involved in the original installation of gaming machines at Bell Park in 1995. My children started their sporting endeavours at the Club around 15 years ago.

6. My two children were raised in Geelong and played all of their sports through Bell Park. My children are now 20 and 23 years old respectively and whilst my son is on hiatus from sports at the moment, my daughter still plays netball for Bell Park and is also a netball umpire.

7. Bell Park Sports Club - History

8. In the mid 1950's a local community group known as the Bell Park Progress Society identified that the local area would benefit from the

establishment of a Football Club. Formally founded in 1958, the Bell Park Football Club was an original member of the Geelong and District Football League

9. Shortly after being founded, the organisation branched out into other sports including baseball, softball and darts (all of which have now ceased at the Club), culminating in the introduction of cricket in the 1972/1973 season.
10. In 1979, the Club consolidated all sports under the banner of the Bell Park Sports and Recreation Club. It was also during 1979 that the Bell Park Football Club was one of 10 Clubs to break away from the District League following the formation of the Geelong Football League (**GFL**). The Club still plays in the GFL.
11. In 1994 the Club obtained a Venue Operator's Licence (**VOL**) (**Annexure One**) and obtained not for profit status to enable it to operate gaming machines commencing from around 1995. The VOL is held by Belrec Incorporated trading as Bell Park Sports and Recreation Club (**Belrec**).
12. A copy of the Belrec constitution is **attached** to this statement as **Annexure Two**.
13. A summary of all the teams fielded by Belrec is **attached** to this statement as **Annexure Three**. In total we have 895 individual participants across junior and senior netball, cricket and football.
14. Each sport operates as a 'sub group' of Belrec but none of these sub groups has any legal status.
15. In 2020, the Bell Park Care group was formed as a pastoral support group for members. The actions of the group are really more substantial than words can convey and much of what is done is by way of time commitment but in the relatively short period of since 2020 the group has:
 - (a) Delivered 52 hampers to families impacted by bereavement;
 - (b) Referred 8 families to care providers for personal situations requiring assistance;
 - (c) Assisted 3 families to fund housing;

- (d) Assisted 12 families with food bank donations; and
 - (e) Provided countless hours of individual pastoral care.
16. Bell Park Care has **two (2) part-time** volunteers and operates on an 'as needs' basis.
17. Belrec and its various sporting 'sub clubs' plays a significant role in both the Geelong Football Netball League, which is regarded as a premiere competition in the area, and the Geelong Cricket Association. The Club supports teams across AFL, netball and cricket, with representatives in seniors, juniors and all abilities categories. AFL and cricket both have strong representation of female players. This broad representation highlights the Club's commitment to fostering participation and excellence in sport across all levels of the community.
18. Our mission statement is as follows:
- The Bell Park Sports and Recreation Club provides the opportunity to participate in the community sports of football, netball and cricket. It is committed to offering a sporting pathway from junior to senior levels in a safe, respectful and professional environment that will sustain the success and longevity of the Club.*
19. **My Role at Belrec**
20. I am currently the Vice-President of Belrec.
21. My involvement at the Board level commenced in around 2022 when the Board were looking for some people to re-energise the Club as it was really in survival mode at the time, and something needed to change. The Board at that time had an event at the Geelong Bowling Club to encourage people to get more involved in the Club and I would view this meeting as a significant inflection point in the history of the Club.
22. A good friend of mine who has now passed away suggested my getting involved on the Board. When my children were younger, my son played representative basketball, so I did not have the time to get involved at the Board level. The kids are on their journey now as young adults, and I felt that the time had come to contribute.

23. All of a sudden, without much input from myself, I found myself in a Vice-Presidential role but immediately found that the role was very much operational rather than strategic and that we were predominantly fighting fires and being reactionary.
24. We realised very quickly that the Club desperately needed an organisational structure and I implemented that together with Jack McNamara. We developed roles and responsibilities in accordance with the organisational structure that is **attached** to the statement as **Annexure Four**.
25. The seemingly simple act of this structure has helped to clearly define roles and responsibilities and assisted in the smoother operation of the various sub clubs.
26. We also initiated a CRM- customer relationship manager- application and membership database and platform. When I became involved on the Board, we had no list of members with membership information being held on ad hoc excel spread sheets by various individuals with no central record.
27. We also implemented a director on the Board in charge of volunteering and we now require every member to contribute two (2) hours of mandatory volunteering per sporting season.
28. When I first came onto the Board around 90% of the people were doing 10% of the work and implementing this fairer roster has meant that volunteering has become a novelty and something to look forward to rather than a chore for a small group of members.
29. When I become involved on the Board the financial situation at the Club was precarious. Speaking broadly, the Club had generally been making a loss and in an environment where money is tight it is hard to improve things. More information in relation to the financial situation of Belrec is contained in the statement of Mr McNamara.
30. **The Existing Facilities**
31. There are a significant number of issues with the existing Clubhouse situation. Whilst we have a commercial kitchen, running a bistro would not be profitable and so the kitchen is only used on a very ad hoc basis. The

existence of the gaming machines at the venue has an enormous impact on our ability to use the Clubhouse for any other activities.

32. It is difficult to know what the Board was thinking when gaming was initially introduced at the Clubhouse, but it is important to remember that at the time gaming machines were run by a duopoly. This was a Tattersall's venue, and they did everything for us in terms of changing games, compliance and management. What we signed up for initially something very different to what is taking place now with a significantly greater onus and burden on the individual venue operator and, by extension, a board of volunteers.
33. Council has made it clear that they have zero tolerance for us continuing to have gaming on the land and they are not supportive of us investing in the facility whilst gaming is here.

This in accordance with the City of Greater Geelong Gambling Harm Minimisation Policy of July 2022, a copy which is **attached** to this statement as **Annexure Five**.

Council's Policy does include as an objective working with clubs to divest from gaming so we are hopeful that this proposal will be well received by Council.

34. The rental that we are charged is somewhat commercial, but we do not get benefit of behaving like a true commercial entity. Again, more information in relation to our lease arrangements are in Mr McNamara's statements.
35. **Divesting Belrec of Gaming Machines**
36. The relationship between Belrec and the Fyansford Hotel began approximately 10 years ago with a sponsorship agreement supporting the Club's cricket and football teams.
37. Over time, this partnership has grown with the Hotel providing meals for Thursday night cricket gatherings and allowing Belrec to run meat raffles at the venue. This long-standing relationship has now evolved into the current arrangement whereby the Hotel will enter into a long term sponsorship arrangement with Belrec in exchange for the opportunity to increase its gaming machine numbers.
38. Our new venue manager, Matt Robinson, was in fact trained at the Fyansford Hotel and we have more confidence in him than any other recent manager. He has done a good job operationally in terms of compliance and running the venue in a more sustainable and profitable way but at the moment we are

really in a holding pattern trying to stay on even keel pending the outcoming of this process.

39. The agreement between the Hotel entity and Belrec is **attached** to this statement as **Annexure Six**. In summary, this agreement provides for the following:
 - (a) The Club is to maintain operation of its gaming machine entitlements and work with the Hotel whilst all approvals are obtained to enable all of our gaming machines to 'move' to the Hotel;
 - (b) The parties are working toward a 12 month period to obtain those approvals. The agreement was executed on 15 June 2025 so that we have until 15 June 2026 to obtain all approvals. There is the potential to extend that sunset date for a further 6-month period; and
 - (c) Sponsorship sums as set out in clause 6 are payable at a stepped rate as the matter progresses with the ultimate goal being \$10,000 per month into perpetuity being donated from the Hotel to the Club once all approvals are obtained and the additional entitlements are in operation.
40. There are several key drivers for Belrec wanting to remove gaming from its facility as follows:
 - (a) Staying True to the Club's Purpose.

As set out above, our core purpose is around sporting and recreational opportunities. Divesting the Club from gaming allows us to focus on our core values whilst maintaining financial stability.
 - (b) Responding to Shifting Social Attitudes:

As the community and our members become more concerned with the social impact of gambling, we are taking a proactive stance by attempting to remove machines from our premises. This decision enhances the Club's reputation as a family friendly and socially responsible organisation which is key for attracting and retaining new members and sponsors.
 - (c) Financial Stability through Sponsorship.

The ongoing sponsorship from the Fyansford Hotel will ensure that we have a steady income stream without direct reliance on gaming

revenue. These funds can be reinvested into the Club's facilities and programs and ensure our long term financial health.

We also anticipate that not directly relying on gaming revenue will assist us in being able to obtain grants which, historically, has been difficult.

(d) Reducing Operational Burdens.

Managing gaming machines comes with significant regulatory and operational challenges. By divesting ourselves of machines, Belrec can simplify its operations and can focus more on community engagement, sports development, and events for our members.

(e) Boosting the Club's Reputation.

Moving away from gaming strengthens our image in the community and this positive shift - backed by sponsorship from the Fyansford Hotel - is crucial for attracting and retaining new families, members, and sponsors.

(f) Reinvestment into Facilities and Programs.

The funds from the ongoing sponsorship will allow us to, over time, upgrade our facilities and develop sporting programs that will ensure our long term growth and success.

(g) Avoiding Future Regulatory Risk

By divesting ourselves of gaming Belrec avoids the uncertainty around future gaming regulations, acquisition of entitlements beyond 2032 and absolves our Directors of needing to be abreast of our significant regulatory responsibilities.

(h) Facilitating Focus on Youth Development and Family-Friendly Activities.

With ongoing support from the Fyansford Hotel, Belrec can concentrate on developing its youth programs and providing a welcoming, family-friendly environment. This aligns with the Club's mission to foster sports and community engagement for all ages and all abilities.

- (i) Compliance with City of Greater Geelong Harm Minimisation Policy.

As the Club's landlord, the City of Greater Geelong has refused to allow us to update our facilities which makes it difficult to keep up with our competition. This has resulted in our social facilities struggling to attract patrons, further reinforcing the decision to move away from gaming and focus on sports and community-based initiatives.

- (j) Management and Staffing Issues.

The Club has faced significant financial and operational challenges in the past due to issues with venue managers and staffing. These difficulties placed the Club in a precarious financial position, further motivating the decision to divest from gaming and focus on more stable revenue sources.

- (k) Reclaiming the Social Club for Genuine Club Purposes

If gaming is able to be removed, we will then be able to operate the Clubhouse as a normal football/social club room. We would be able to host functions and events. The Clubhouse essentially provides gaming and a bar with very limited snack style food. Whilst some of our gaming clientele are members or involved in the sporting activities of the Club, most are not and the removal of the gaming would see the Clubrooms returned to being a facility for our members, day in, day out.

41. Is there a Board resolution in support of the agreement with the Hotel? If so, please provide.

42. It is the view of the Board that sport clubs should be designed to protect young people and perhaps the Board many years ago did not consider the potential negative impacts of gaming.

43. We see the provision of the sporting facilities together with the gaming as being incompatible moving forward. That said, we do have an obligation to the Government in relation to the entitlements and it is important that we leverage the entitlements so that we can get some ongoing revenue for the Club. It would be foolish for us to simply 'walk away'.

44. We see the arrangement with the operators of the Fyansford Hotel in that respect as a very much win-win situation.

45. Clubs near to us in Geelong West and Newtown have excellent sporting

facilities. The core infrastructure that supports our members is poor and dilapidated. For us to attract and retain members we need better facilities.

46. More broadly, and as noted above, it is difficult for us to obtain grants because we have gaming.
47. We were recently successful in getting a \$1.7 million dollar grant to build a netball pavilion but that was on the back of the general public essentially going nuts at the Council in relation to the lack of facilities. For example, there is currently no female change rooms at all on site.
48. **Bel Rec Without Gaming**
49. We anticipate that to 'make good' on the Clubhouse would cost approximately \$185,000 (in accordance with the costings attached to this statement as [Annexure Seven](#)).
50. We will repurpose the Clubhouse to focus on community drives sporting and social initiatives. The gaming room would be converted into a multi-use facility that would support sporting and community activities and enhance the club's ability to engage the local community and create a more inclusive environment. This would comprise:
 - (a) Use for team meetings, training, and social events.
 - (b) Upgrade of the social Club to better serve the needs of members for hosting community events and functions.
 - (c) Improving sports infrastructure such as locker rooms, training areas and spectator amenities to support all sports and all participants.
51. The sponsorship money from the Hotel would be allocated toward several key areas to ensure the sustainability of the Club such as:
 - (a) Sports development. Funding for coaching, equipment, and player development across all sports.
 - (b) Facility upgrades (as set out above).
 - (c) Community engagement whereby we could host community focused events, sports clinics and initiatives aimed at getting the community moving.

(d) Covering operational costs of the Club.

52. **Conclusion**

53. We see the approval of this application as a fundamental lifeline for this Club. Our Club Treasurer discusses our financial situation in more detail, but we believe that the Club's ability to survive hinges on this approval and the sponsorship agreement we have negotiated.

54. If this application is refused, we will have to keep operating as best we can in less-than-ideal circumstances but we do not know how sustainable and viable that will be in the mid to long term.

Signed:

A black rectangular box redacting the signature.

25-Mar-2026

Dated:

EGM Increase - PJ Cook Investments Pty Ltd (Fyansford Hotel) - APPLICATION

Licence#: V9310025
 Expiry Date: 02/02/2029
 Entity Name: BELREC INC
 Registered Address: CALVERT STREET
 HAMLYN HEIGHTS, VIC 3214
 Postal Address: POBOX6011
 GEELONG WEST, VIC 3218
 Licence Category: Club
 Licence Type: Venue Operator Licence
 Licence Status: Standard Conditions

Self Exclusion Program: SEP2
 Code of Conduct: CODE28

Approved Premises:

Venue Name	Entitlements Attached	Country Metro	Club Hotel	Licensed EGM's	Nominee
BELL PARK SPORT & RECREATION CLUB	28	C	C	28	ROBERTSON, MATTHEW RAYMOND
Detached:	0				
Totals:	28			28	

List of Associates:

Individuals	Entities
MCNAMARA, JACK SOLLY (325978) SCHUTZE, RACHEL ANNE (16774) DEN DRYVER, PAUL (331493) SANDWITH, NEIL JAMES (161379) ROBERTSON, MATTHEW RAYMOND (215668) JARVIS, JEFFREY ROBERT GEORGE (295908) ROBERTSON, PETER SCOTT (295910) LAMB, KELLI ANN (335808)	

Constitution of Belrec Incorporated

The Bell Park Sport and Recreation Club provides the opportunity to participate in community sports of football, all inclusive football, netball and cricket. It is committed to provide a sporting pathway for the transition from junior to senior levels in a safe, respectful and professional environment that will sustain the integrity, success and longevity of the club.

The club colours for sporting competitions are bottle green and white.

Amended Constitution of Belrec Incorporated 2020
Registration Number A0012053A
Ratified at AGM 2020
To be reviewed at AGM 2025

CONSUMER AFFAIRS VICTORIA
Associations Incorporation Reform Act 2012

RULES
For Belrec Incorporated

Associations Incorporation Reform Regulations 2012

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Rules for Belrec Incorporated

Note: Under section 46 of the **Associations Incorporation Reform Act 2012**, these Rules are taken to constitute the terms of a contract between the Association and its members.

PART 1—PRELIMINARY

1 Name

The name of the Incorporated Association is '**Belrec Incorporated**'.

Registration Number A0012053A

Note: Under section 23 of the Act, the name of the association and its registration number must appear on all its business documents.

2 Purpose

The purpose of the Association is to provide the opportunity for members of all genders to be involved in, and participate in, community sports of football, all inclusive football, netball and cricket. It is committed to provide a sporting pathway for the transition from junior to senior levels in a safe, respectful and professional environment that will sustain the integrity, success and longevity of the club.

(1)

Solely for the purpose of furthering the purpose above, the Association shall have power :

(a) To hold a licence, or licences, under the Liquor Control Act, or any other relevant Act, which regulates the purchase, sale and consumption of liquor on private premises and for such purpose or purposes to appoint, if necessary or desirable, a manager or managers or other officer or officers, to act as licensee or licensees and hold the licence or licences on behalf of the Association and to apply for permits under the said Act.

(b) To hold a licence or licences under the Victorian Gaming Act or any other relevant Act, which regulates the operation of gaming on the premises and for such purpose or purposes to employ a manager and other staff as required under the Gaming Act.

(c) To appoint, employ, remove or suspend such managers, bookkeepers, employees and other persons as may be necessary, or convenient, for the purposes of the Association.

(d) To construct, improve, maintain, develop, work, manage, carry out, alter or control any buildings, grounds, works, or conveniences which may seem calculated directly or indirectly to advance the Association's interests, and to contribute to subsidise or otherwise assist and take part in construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof.

(e) To invest and deal with money of the Association not immediately required, in such a manner as may from time to time be thought fit.

(f) To do all such things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association.

3 Financial Year

The financial year of the Association is each period of 12 months ending on *30 June*.

4 Definitions

In these Rules—

Association, means all sections of Belrec sporting teams, including non playing personnel

absolute majority, of the Board, means a majority of the committee members currently holding office and entitled to vote at the time (as distinct from a majority of committee members present at a committee meeting);

Board of Management, means the Board of Management having management of the business of the Association;

Board, means the Board of Management having management of the business of the Association;

Board of Management meeting, means the meeting of the Board of Management held in accordance with these rules;

Board of Management member, means a member of the Board of Management elected or appointed under Part 4;

Chairperson, of a general meeting or Board meeting, means the person chairing the meeting as required under rule 45;

Club, means the Association;

disciplinary appeal meeting means a meeting of the members of the committee convened under rule 23;

disciplinary meeting means a meeting of the Committee convened for the purposes of rule 22;

disciplinary subcommittee means the subcommittee appointed under rule 19;

financial year means the 12 month period specified in rule 3;

general meeting means a general meeting of the members of the Association convened in accordance with Part 4 and includes an annual general meeting, a special general meeting and a disciplinary appeal meeting;

member means a member of the Association;

member entitled to vote means a member who under rule 13(2) is entitled to vote at a general meeting;

special resolution means a resolution that requires not less than three-quarters of the members voting at a general meeting, whether in person or by proxy, to vote in favour of the resolution;

the Act means the **Associations Incorporation Reform Act 2012** and includes any regulations made under that Act;

the Registrar means the Registrar of Incorporated Associations.

PART 2—POWERS OF ASSOCIATION

5 Powers of Association

- (1) Subject to the Act, the Association has power to do all things incidental or conducive to achieve its purposes.
- (2) Without limiting sub rule (1), the Association may—
 - (a) acquire, hold and dispose of real or personal property;

- (b) open and operate accounts with financial institutions;
 - (c) invest its money in any security in which trust monies may lawfully be invested;
 - (d) raise and borrow money on any terms and in any manner as it thinks fit;
 - (e) secure the repayment of money raised or borrowed, or the payment of a debt or liability;
 - (f) appoint agents to transact business on its behalf;
 - (g) enter into any other contract it considers necessary or desirable.
- (3) The Association may only exercise its powers and use its income and assets (including any surplus) for its purposes.

6 Not for profit organisation

- (1) The Association must not distribute any surplus, income or assets directly or indirectly to its members.
- (2) Sub rule (1) does not prevent the Association from paying a member—
 - (a) reimbursement for expenses properly incurred by the member; or
 - (b) for goods or services provided by the member—

if this is done in good faith on terms no more favourable than if the member was not a member.

Note: Section 33 of the Act provides that an incorporated association must not secure pecuniary profit for its members. Section 4 of the Act sets out in more detail the circumstances under which an incorporated association is not taken to secure pecuniary profit for its members.

PART 3—MEMBERS, DISCIPLINARY PROCEDURES AND GRIEVANCES

Division 1—Membership

7 Minimum number of members

The Association must have at least 25 sporting / full members.

8 Membership Categories

All classes of membership of the Association are open to persons of any gender. They shall have full rights to the use and enjoyment of all parts of the Association's premises, licensed under the Liquor Control Act 1987, and Gaming Machine Control Act 1991, and the right to elect the officers and Board members to manage the affairs and business of the Association, excluding junior members. There shall be the following classes of membership of the Association:

- (1) Sporting / Full Members
- (2) Social Members
- (3) Gaming Members
- (4) Junior Members
- (5) Life Members
- (6) Visitor Members

9 Membership Qualifications

The following shall be the qualifications to be satisfied by, or in respect of, any person seeking, or being nominated for, membership categories of the club: (1)

For all membership categories -

- (a) that the person is of good repute and character who will not diminish the standing of the Club in the general community as determined by the Board.
- (b) Except in relation to Junior members that the nominee is over the age of 18 years.
- (2) For Sporting / Full Members - that the nominee has a genuine interest in the objects set out above and in particular the advancement of the Club's competitive performance as a sporting club.
- (3) For Social Members - that the nominee has a genuine interest in promoting a healthy and wholesome social life for all Club members.
- (4) For Gaming Members - that the nominee wishes to avail himself or herself of any gaming facilities offered by the Club from time to time and that person will otherwise support the Club's objectives.
- (5) For Junior Members - that the nominee is any person under the age of 18 years who is a registered football, cricket or netball player with the Club.
- (6) For Life Members - that the nominee on the basis of conspicuous and outstanding service to the Club is, in the judgement of the Board of Management, entitled to have Life Membership of the Club conferred upon him or her.
- (7) For Visitor Members - that the nominee is any person over the age of 18 years who has signed in as a visitor to Gaming Venue, supplying name and address.

10 Membership Rights

The rights of members shall be:

- (1) Sporting / Full Members and Life Members –
 - (a) Voting rights in relation to the election of the Board of Management, the matters referred to in clauses 13 and 14 (inclusive) and 34 hereof, amendment of these Rules and generally.
 - (b) The right of admission, without charge, to any designated home and away football or netball games participated by the Club upon presentation of a Membership ticket.
 - (c) The right of entry to any Club premises in respect of which a full club liquor licence is in force.
- (2) Social Members –

The right of entry to any Club premises in respect of which a full club liquor licence is in force without regard to whether gaming is conducted on those premises or otherwise.
- (3) Gaming Members –

The right of entry to any Club premises in respect of which a full club liquor licence and a venue operators licence are in force for the primary purpose of enjoying any gaming facilities conducted on those premises from time to time. No other benefits of membership are included.
- (4) Junior Members –
 - (a) The right of admission, without charge, to any designated home football or netball games participated in by the Club upon presentation of a Membership ticket.
 - (b) Such rights as might be granted by the Liquor Licensing Commission under the provisions of the Liquor Control Act 1987 to enter any Club premises in respect of which a full club liquor licence is in force.
- (5) Visitor Members –

The right of entry to any Club premises in respect of which a full club liquor licence and venue operators licence are in force, but only after signing in as a visitor to the Club, supplying name and address.

11 New membership

- (1) Any person shall be considered a member of the Club (whether full, social or gaming) by the Association in accordance with the procedures set out in clause 9 hereof.
 - (a) The *Secretary (or a nominated appointee)* must, as soon as practicable, enter the name and address of the new member, and the date of becoming a member, in the register of members.
- (2) A person becomes a member of the Club and, subject to rule 13(2), is entitled to exercise his or her rights of membership from the date on which the person pays their Annual Membership fee.
- (3) Life Members:
 - (a) Persons who have given outstanding service to the Association may be nominated by members as Life Members of the Association;
 - (b) Nominations to Life Membership of the Club must be presented in writing to the Board no later than one month before the date of the Annual General meeting;
 - (c) The Board of Management shall determine whether or not to honour the nomination with Life Membership;
 - (d) A Life Member shall have no liability as regards to fees or subscriptions, but shall otherwise have the same entitlements as members;

12 Annual Subscription

- (1) Before each Annual General Meeting the Board of Management must determine the following year's membership subscription fee for Gaming and Social members. At each Annual General meeting, the Association must determine—
 - (a) the amount of the annual subscription fee for the following year to be approved by members present.
- (2) The Association may determine that any new member who joins after the start of the new year may pay a fee equal to a pro rata annual subscription based on the remaining part of the year;
- (3) Each sporting section committee of the Club: Senior Football, Junior Football, All Abilities Football, Senior Cricket, Junior Cricket and Senior and Junior Netball will determine their Annual Membership fee, and report this amount to the Board as soon as practical.
- (4) The rights of a member (including the right to vote) who has not paid the annual subscription are suspended until the subscription is paid.

13 General rights of sporting / full members

- (1) A member of the Association who is entitled to vote has the right—
 - (a) to receive notice of general meetings and of proposed special resolutions in the manner and time prescribed by these Rules; and
 - (b) to submit items of business for consideration at a general meeting; and
 - (c) to attend and be heard at general meetings; and

- (d) to vote at a general meeting; and
 - (e) to have access to the minutes of general meetings and other documents of the Association as provided under rule 75; and
 - (f) to inspect the register of members.
- (2) A member is entitled to vote if—
- (a) Subscription fees have been paid
 - (b) More than 10 business days have passed since he or she became a member of the Association; and
 - (c) The member's membership rights are not suspended for any reason.

14 Rights not transferable

The rights of a member are not transferable and end when membership ceases.

15 Ceasing membership

- (1) The membership of a person ceases on resignation, expulsion or death.
- (2) If a person ceases to be a member of the Association, The *Secretary (or a nominated appointee)* must as soon as practicable, **review** the register of members.

16 Resigning as a member

- (1) A member may resign by notice in writing given to the Association.
Note: Rule 74(3) sets out how notice may be given to the association. It includes by post or by handing the notice to a member of the committee.
- (2) A member is taken to have resigned if the member's annual subscription is more than 12 months in arrears.

17 Register of members

- (1) The Secretary, or appointed nominee, must keep and maintain a register of members that includes—
 - (a) for each current member—
 - (i) the member's name;
 - (ii) their posting address, and email address, for notice last given by the member;
 - (iii) the date of becoming a member;
 - (iv) any other information determined by the Board.
- (2) Any member may, at a reasonable time and free of charge, inspect the register of members.

Note: Under section 59 of the Act, access to the personal information of a person recorded in the register of members may be restricted in certain circumstances. Section 58 of the Act provides that it is an offence to make improper use of information about a person obtained from the Register of Members.

Division 2—Disciplinary action

18 Grounds for taking disciplinary action

The Association may take disciplinary action against a member in accordance with this Division if it is determined that the member—

- (a) has failed to comply with these Rules; or
- (b) refuses to support the purposes of the Association; or
- (c) has engaged in conduct prejudicial to the Association.

19 Disciplinary subcommittee

- (1) If the Committee is satisfied that there are sufficient grounds for taking disciplinary action against a member, the Committee must appoint a disciplinary subcommittee of three (3) members to hear the matter and determine what action, if any, to take against the member.
- (2) The members of the disciplinary subcommittee—
 - (a) may be Committee members, members of the Association or anyone else; but
 - (b) must not be biased against, or in favour of, the member concerned.

20 Notice to member

- (1) Before disciplinary action is taken against a member, the Secretary must give written notice to the member—
 - (a) stating that the Association proposes to take disciplinary action against the member; and
 - (b) stating the grounds for the proposed disciplinary action; and
 - (c) specifying the date, place and time of the meeting at which the disciplinary subcommittee intends to consider the disciplinary action (the *disciplinary meeting*); and
 - (d) advising the member that he or she may do one or both of the following—
 - (i) attend the disciplinary meeting and address the disciplinary subcommittee at that meeting;
 - (ii) give a written statement to the disciplinary subcommittee at any time before the disciplinary meeting; and
 - (e) setting out the member's appeal rights under rule 23.
- (2) The notice must be given no earlier than 28 days, and no later than 14 days, before the disciplinary meeting is held.

21 Decision of disciplinary subcommittee

- (1) At the disciplinary meeting, the disciplinary subcommittee must—
 - (a) give the member an opportunity to be heard; and
 - (b) consider any written statement submitted by the member.
- (2) After complying with sub rule (1), the disciplinary subcommittee may—
 - (a) take no further action against the member; or
 - (b) subject to sub rule (3)—
 - (i) reprimand the member; or
 - (ii) suspend the membership rights of the member for a specified period; or
 - (iii) expel the member from the Association.
- (3) The disciplinary subcommittee may not fine the member.

- (4) The suspension of membership rights or the expulsion of a member by the disciplinary subcommittee under this rule takes effect immediately after the vote is passed.

22 Appeal rights

- (1) A person whose membership rights have been suspended or who has been expelled from the Association under rule 21 may give notice to the effect that he or she wishes to appeal against the suspension or expulsion.
- (2) The notice must be in writing and given—
 - (a) to the disciplinary subcommittee immediately after the vote to suspend or expel the person is taken; or
 - (b) to the Secretary not later than 48 hours after the vote.
- (3) If a person has given notice under sub rule (2), a disciplinary appeal meeting must be convened by the Committee as soon as practicable, but in any event not later than 21 days, after the notice is received.
- (4) Notice of the disciplinary appeal meeting must be given to each member of the Association who is entitled to vote as soon as practicable and must—
 - (a) specify the date, time and place of the meeting; and
 - (b) state—
 - (i) the name of the person against whom the disciplinary action has been taken; and
 - (ii) the grounds for taking that action; and
 - (iii) that at the disciplinary appeal meeting the members present must vote on whether the decision to suspend or expel the person should be upheld or revoked.

23 Conduct of disciplinary appeal meeting

- (1) At a disciplinary appeal meeting—
 - (a) no business other than the question of the appeal may be conducted; and
 - (b) the Committee must state the grounds for suspending or expelling the member and the reasons for taking that action; and
 - (c) the person whose membership has been suspended or who has been expelled must be given an opportunity to be heard.
- (2) After complying with sub rule (1), the members present, and entitled to vote at the meeting, must vote by secret ballot on the question of whether the decision to suspend or expel the person should be upheld or revoked. The Chairperson of the meeting must appoint a member to act as returning officer to conduct the ballot.
- (3) A member may not vote by proxy at the meeting.
- (4) The decision is upheld if not less than three quarters of the members voting at the meeting vote in favour of the decision.

Division 3—Grievance procedure

24 Application

- (1) The grievance procedure set out in this Division applies to disputes under these Rules between—
 - (a) a member and another member;
 - (b) a member and the Committee;
 - (c) a member and the Association.
- (2) A member must not initiate a grievance procedure in relation to a matter that is the subject of a disciplinary procedure until the disciplinary procedure has been completed.

25 Parties must attempt to resolve the dispute

The parties to a dispute must attempt to resolve the dispute between themselves within 14 days of the dispute coming to the attention of each party.

26 Appointment of mediator

- (1) If the parties to a dispute are unable to resolve the dispute between themselves within the time required by rule 25, the parties must within 10 days—
 - (a) notify the Committee of the dispute; and
 - (b) agree to or request the appointment of a mediator; and
 - (c) attempt in good faith to settle the dispute by mediation.
- (2) The mediator must be—
 - (a) a person chosen by agreement between the parties; or
 - (b) in the absence of agreement—
 - (i) if the dispute is between a member and another member—a person appointed by the Committee; or
 - (ii) if the dispute is between a member and the Committee or the Association—a person appointed or employed by the Dispute Settlement Centre of Victoria.
- (3) A mediator appointed by the Committee may be a member or former member of the Association but in any case must not be a person who—
 - (a) has a personal interest in the dispute; or
 - (b) is biased in favour of or against any party.

27 Mediation process

- (1) The mediator to the dispute, in conducting the mediation, must—
 - (a) give each party every opportunity to be heard; and
 - (b) allow due consideration by all parties of any written statement submitted by any party; and
 - (c) ensure that natural justice is accorded to the parties throughout the mediation process.
- (2) The mediator must not determine the dispute.

28 Failure to resolve dispute by mediation

If the mediation process does not resolve the dispute, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

PART 4—GENERAL MEETINGS OF THE ASSOCIATION

29 Annual General Meetings

- (1) The Board must convene an Annual General Meeting of the Association to be held on the last Monday in October of each financial year.
- (2) The Board will determine the date, time and place of the annual general meeting.
 - (a) The quorum for an Annual General Meeting is the presence (physically, by proxy or as allowed under rule 34) of 25 of the members entitled to vote.
- (3) The ordinary business of the Annual General Meeting is as follows:
 - (a) to confirm the minutes of the previous Annual General Meeting and of any special general meeting held since then;
 - (b) to receive and consider—
 - (i) the Annual Report of the Board on the activities of the Association during the preceding financial year;
 - (ii) the financial statements of the Association for the preceding financial year submitted by the Board in accordance with Part 7 of the Act;
 - (iii) Annual Report of each sporting section on the activities of each section during the preceding sporting season, including financial report;
 - Senior Football
 - Junior Football
 - All Abilities Football
 - Senior and Junior Cricket
 - Senior and Junior Netball; and
 - (c) to elect the members of the Board;
 - (i) Nomination for Board of Management Executive, and Board members shall be called by the Secretary and shall be returnable to the secretary not less than seven clear days prior to the Annual General Meeting in each year.
 - (ii) If nominations for any office exceed the number of positions vacant then a secret ballot shall be taken of the members to elect the Board of Management members or Board Executive as the case may be.
 - (d) to confirm or vary the amounts of the annual subscription fees for each member category.
- (4) The Annual General Meeting may also conduct any other business of which notice has been given in accordance with these Rules.

30 Special general meetings

- (1) Any general meeting of the Board, other than an Annual General Meeting or a Disciplinary Appeal Meeting, is a special general meeting.
- (2) The Board may convene a special general meeting whenever it thinks fit.
- (3) No business other than that set out in the notice under rule 32 may be conducted at the meeting.

Note: General business may be considered at the meeting if it is included as an item for consideration in the notice under rule 32 and the majority of members at the meeting agree.

31 Special general meeting held at request of members

- (1) The Board must convene a special general meeting if a request to do so is made in accordance with sub rule (2) by at least 10% of the total number of members.
- (2) A request for a special general meeting must—
 - (a) be in writing; and
 - (b) state the business to be considered at the meeting and any resolutions to be proposed; and
 - (c) include the names and signatures of the members requesting the meeting; and
 - (d) be given to the Secretary.
- (3) If the Board does not convene a special general meeting within one month after the date on which the request is made, the members making the request (or any of them) may convene the special general meeting.
- (4) A special general meeting convened by members under sub rule (3) —
 - (a) must be held within 3 months after the date on which the original request was made; and
 - (b) may only consider the business stated in that request.
- (5) The Board must reimburse all reasonable expenses incurred by the members convening a special general meeting under sub rule (3).

32 Notice of general meetings

- (1) The Secretary (or, in the case of a special general meeting convened under rule 31(3), the members convening the meeting) must give to each member of the Board—
 - (a) at least 21 days' notice of a general meeting if a special resolution is to be proposed at the meeting; or
 - (b) at least 14 days' notice of a general meeting in any other case.
- (2) The notice must—
 - (a) specify the date, time and place of the meeting; and
 - (b) indicate the general nature of each item of business to be considered at the meeting; and
 - (c) if a special resolution is to be proposed—
 - (i) state in full the proposed resolution; and
 - (ii) state the intention to propose the resolution as a special resolution; and
 - (d) comply with rule 33(5).
- (3) This rule does not apply to a disciplinary appeal meeting.

Note: Rule 22(4) sets out the requirements for notice of a disciplinary appeal meeting.

33 Proxies

- (1) A member may appoint another member as his or her proxy to vote and speak on his or her behalf at a general meeting other than at a disciplinary appeal meeting.

- (2) The appointment of a proxy must be in writing (Appendix 4) and signed by the member making the appointment.
- (3) The member appointing the proxy may give specific directions as to how the proxy is to vote on his or her behalf, otherwise the proxy may vote on behalf of the member in any matter as he or she sees fit.
- (4) If the Board has not approved a form for the appointment of a proxy, the member may use any other form that clearly identifies the person appointed as the member's proxy and that has been signed by the member.
- (5) Notice of a general meeting given to a member under rule 33 must—
 - (a) state that the member may appoint another member as a proxy for the meeting; and
 - (b) include a copy of any form that the Committee has approved for the appointment of a proxy.
- (6) A form appointing a proxy must be given to the Chairperson of the meeting before or at the commencement of the meeting.
- (7) A form appointing a proxy sent by post or electronically is of no effect unless it is received by the Board no later than 24 hours before the commencement of the meeting.

34 Use of technology

- (1) A member not physically present at a general meeting may be permitted to participate in the meeting by the use of technology that allows that member and the members present at the meeting to clearly and simultaneously communicate with each other.
- (2) For the purposes of this Part, a member participating in a general meeting as permitted under sub rule (1) is taken to be present at the meeting and, if the member votes at the meeting, is taken to have voted in person.

35 Quorum at general meetings

- (1) No business may be conducted at a general meeting unless a quorum of members is present.
- (2) The quorum for a general meeting is the presence (physically, by proxy or as allowed under rule 34) of 60% of the members entitled to vote.
- (3) If a quorum is not present within 30 minutes after the notified commencement time of a general meeting—
 - (a) in the case of a meeting convened by, or at the request of, members under rule 31—the meeting must be dissolved;

Note: If a meeting convened by, or at the request of, members is dissolved under this sub rule, the business that was to have been considered at the meeting is taken to have been dealt with. If members wish to have the business reconsidered at another special meeting, the members must make a new request under rule 31.
 - (b) in any other case—
 - (i) the meeting must be adjourned to a date not more than 21 days after the adjournment; and

- (ii) notice of the date, time and place to which the meeting is adjourned must be given at the meeting and confirmed by written notice given to all members as soon as practicable after the meeting.
- (4) If a quorum is not present within 30 minutes after the time to which a general meeting has been adjourned under sub rule (3)(b), the members present at the meeting (if not fewer than 3) may proceed with the business of the meeting as if a quorum were present.

36 Adjournment of general meeting

- (1) The Chairperson of a general meeting at which a quorum is present may, with the consent of a majority of members present at the meeting, adjourn the meeting to another time at the same place or at another place.
- (2) Without limiting sub rule (1), a meeting may be adjourned—
 - (a) if there is insufficient time to deal with the business at hand; or
 - (b) to give the members more time to consider an item of business.

Example: The members may wish to have more time to examine the financial statements submitted by the Committee at an annual general meeting.
- (3) No business may be conducted on the resumption of an adjourned meeting other than the business that remained unfinished when the meeting was adjourned.
- (4) Notice of the adjournment of a meeting under this rule is not required unless the meeting is adjourned for 14 days or more, in which case notice of the meeting must be given in accordance with rule 32.

37 Voting at general meeting

- (1) On any question arising at a general meeting—
 - (a) subject to sub rule (3), each member who is entitled to vote has one vote; and
 - (b) members may vote personally or by proxy; and
 - (c) except in the case of a special resolution, the question must be decided on a majority of votes.
- (2) If votes are divided equally on a question, the Chairperson of the meeting has a second or casting vote.
- (3) If the question is whether or not to confirm the minutes of a previous meeting, only members who were present at that meeting may vote.
- (4) This rule does not apply to a vote at a disciplinary appeal meeting conducted under rule 23.

38 Special resolutions

A special resolution is passed if a majority of the members voting at a general meeting (whether in person or by proxy) vote in favour of the resolution.

Note: In addition to certain matters specified in the Act, a special resolution is required—

- (a) to remove a committee member from office ;
- (b) to alter these Rules, including changing the name or any of the purposes of the Association.

39 Determining whether resolution carried

- (1) Subject to subsection (2), the Chairperson of a general meeting may, on the basis of a show of hands, declare that a resolution has been—
 - (a) carried; or
 - (b) carried unanimously; or
 - (c) carried by a particular majority; or
 - (d) lost—and an entry to that effect in the minutes of the meeting is conclusive proof of that fact.
- (2) If a poll (where votes are cast in writing) is demanded by three or more members on any question—
 - (a) the poll must be taken at the meeting in the manner determined by the Chairperson of the meeting; and
 - (b) the Chairperson must declare the result of the resolution on the basis of the poll.
- (3) A poll demanded on the election of the Chairperson or on a question of an adjournment must be taken immediately.
- (4) A poll demanded on any other question must be taken before the close of the meeting at a time determined by the Chairperson.

40 Minutes of general meeting

- (1) The Committee must ensure that minutes are taken and kept of each general meeting using the Association's Meeting Minute Proforma.
- (2) The minutes must record the business considered at the meeting, any resolution on which a vote is taken and the result of the vote.
- (3) In addition, the minutes of each Annual General Meeting must include—
 - (a) the names of the members attending the meeting; and
 - (b) proxy forms (Appendix 4) given to the President of the meeting under rule 33(6); and
 - (c) the financial statements submitted to the members; and
 - (d) the certificate signed by two committee members certifying that the financial statements give a true and fair view of the financial position and performance of the Association; and
 - (e) any audited accounts and auditor's report or report of a review accompanying the financial statements that are required under the Act.

PART 5—COMMITTEE

Division 1—Powers of Committee

41 Role and powers

- (1) The business of the Association must be managed by or under the direction of a Board.
- (2) The Board may exercise all the powers of the Association except those powers that these Rules or the Act require to be exercised by general meetings of the members of the Association.
- (3) The Board may—

- (a) appoint and remove staff;
- (b) establish subcommittees consisting of members with terms of reference it considers appropriate.

42 Delegation

- (1) The Board may delegate to a member of the Board, a subcommittee or staff, any of its powers and functions other than—
 - (a) this power of delegation; or
 - (b) a duty imposed on the Board by the Act or any other law.
- (2) The delegation must be in writing and may be subject to the conditions and limitations the Committee considers appropriate.
- (3) The Board may, in writing, revoke a delegation wholly or in part.

Division 2—Composition of Board and duties of members

43 The Board of Management

- (1) The affairs of the Association shall be managed by a Board of Management constituted as follows -
 - (a) a President
 - (b) a Vice-President
 - (c) a Secretary
 - (d) a Treasurer
 - (e) ordinary members (if any) elected under rule 53. Each member of the Board shall be allocated a Portfolio to manage. Portfolios will be dictated by member's expertise.

44 General Duties of the Board of Management

- (1) The Board of Management -
 - (a) Shall control and manage the business of the Association, including sporting sections and gaming section
 - (b) May, subject to these Rules, Regulations and the Act, exercise all such powers and functions as may be exercised by the Board other than those powers and functions that are required by these rules to be exercised by general meetings of the Board.
 - (c) Subject to these Rules, the Regulations and the Act, has power to perform as such acts and things as appear to the Board of Management to be essential for the proper management of the business of the Association
 - (d) The members of the Board of Management shall be members of the Association, and be elected by the members.

(e) May appoint a member of the Association to fill a casual vacancy and the member so appointed shall hold office, subject to these rules, until the conclusion of the next Annual General Meeting following the date of appointment.

(f) Shall meet at least 8 times in each year at such times as the Board of Management determines

(g) Shall be duly constituted with a valid quorum for the transaction of the business of a meeting of the Board of Management when 60% of the Board of Management are present

(h) Shall not transact any business unless a quorum is present, and if within half an hour of the time appointed for the meeting a quorum is not present, the meeting shall be adjourned to the same place, at the same hour on the same day in the following week, unless the meeting was a special meeting, in which case it lapses

(i) Shall be presided over by -

(i) The President or in his absence the Vice-President or;

(ii) If the President and the Vice-President are absent such one of the remaining members of the Board of Management as may be chosen by the members present shall preside.

(j) Determine questions arising at a meeting of the Board of Management or any sub-Board of Management appointed by the Board of Management on a show of hands or, if demanded by a member, by a poll taken in such manner as the person presiding at the meeting may determine.

(k) Decide issues raised at Board of Management meetings on the basis of each member being entitled to one vote and in the event of an equality of votes on any question the person presiding may exercise a second or casting vote.

(l) May act notwithstanding any vacancy on the Board of Management.

(m) Shall require the Secretary to keep minutes of the resolutions and proceedings of each general meeting (Appendix 2) and each Board of Management meeting together with a record of the names of persons present at Board of Management meetings.

(n) Shall require the Treasurer of the Club:-

(i) To collect and received all monies due to the Association and make all payments authorised by the Board and;

(ii) To keep correct accounts and books showing the financial affairs of the Association with full details of all receipts and expenditure connected with the activities of the Association.

(o) Ensure that the accounts and books referred to in the previous clause shall be available for inspection by members.

(p) Shall operate on the basis that if any member absents themselves from three

consecutive Board of Management meetings without giving an explanation in writing satisfactory to the Board of Management they shall be deemed to have vacated their office and the Board of Management shall have the power to fill the vacancy so created.

- (q) Shall have power at any meeting to grant leave of absence to a Board of Management member for such time as the Board of Management thinks fit.

(2) As soon as practicable after being elected or appointed to the Board, each Board member must become familiar with these Rules and the Act.

- (3) The Board is collectively responsible for ensuring that the Association complies with the Act and that individual members of the Board comply with these Rules.
- (4) Board members must exercise their powers and discharge their duties with reasonable care and diligence.
- (5) Board members must exercise their powers and discharge their duties—
 - (a) in good faith in the best interests of the Association; and
 - (b) for a proper purpose.
- (6) Board members and former Board members must not make improper use of—
 - (a) their position; or
 - (b) information acquired by virtue of holding their position—

so as to gain an advantage for themselves or any other person or to cause detriment to the Association.

Note: See also Division 3 of Part 6 of the Act which sets out the general duties of the office holders of an incorporated association.

- (7) In addition to any duties imposed by these Rules, a Board member must perform any other duties imposed from time to time by resolution at a general meeting.

(8) The Executive members of the Board being President, Vice President, Treasurer and Secretary may sign all legal and financial documents on behalf of the Association - any two members of the Executive to sign.

45 President and Vice-President

- (1) Subject to sub rule (2), the President or, in the President's absence, the Vice-President is the Chairperson for any general meetings and for any Board and committee meetings.
- (2) If the President and the Vice-President are both absent, or are unable to preside, the Chairperson of the meeting must be—
 - (a) in the case of a general meeting—a member elected by the other members present; or
 - (b) in the case of a sporting section committee meeting—a committee member elected by the other committee members present.

46 Secretary

- (1) The Secretary must perform any duty or function required under the Act to be performed by the secretary of an incorporated association.

Example: Under the Act, the secretary of an incorporated association is responsible for lodging documents of the association with the Registrar.

- (2) The Secretary, or appointed nominee, must—
 - (a) maintain the register of members in accordance with rule 17; and
 - (b) keep custody of the common seal (if any) of the Association and, except for the financial records referred to in rule 70(3), all books, documents and securities of the Association in accordance with rules 72 and 75; and
 - (c) subject to the Act and these Rules, provide members with access to the register of members, the minutes of general meetings and other books and documents; and
 - (d) perform any other duty or function imposed on the Secretary by these Rules.
- (3) The Secretary, or appointed nominee, must give to the Registrar notice of his or her appointment within 14 days after the appointment.

47 Treasurer

- (1) The Treasurer must —
 - (a) take responsibility for ensuring the committee is empowered to manage the financial affairs of the club, is responsible for protection of the club's cash, assets and the volunteers who handle them, ensuring the collection of all revenues and payment of all financial obligations.
 - (b) ensure that all financial transactions are recorded in the club's accounts; produce the club's financial reports for presentation to the committee at general meetings, and the members at the AGM, as well as complying with all financial reporting obligations contained in the club rules and the Incorporated Associations legislation.
 - (c) coordinate the preparation of the financial statements of the Association, and their certification by the Board, prior to their submission to the Annual General Meeting of the Association.
- (2) The Treasurer must ensure that at least one other committee member has access to the accounts and financial records of the Association.

48 Sporting Section Committees

- (1) The administration and operation of the Association's Sporting sections shall each be managed by a committee made up of Executive members and ordinary members.
- (2) The Sporting Section Committee consists of—
 - (a) a President
 - (b) a Vice-President
 - (c) a Secretary
 - (d) a Treasurer
 - (e) ordinary members. Each member of the committee shall be allocated a Portfolio to manage. Portfolios will be dictated by member's expertise.
- (3) The committee will meet at least 6 times throughout the year at a date and time to be determined by the members.

(4) Each Sporting Section Secretary will keep minutes of the resolutions and proceedings of each general meeting together with a record of the names of persons present at meetings. The Association's Meeting Minute Proforma (Appendix 2) will be used to record each meeting. These minutes must be forwarded to the Secretary of the Belrec Board of Management within three (3) days of the meeting.

- (5) Each Sporting Section Treasurer will -
- (a) collect, receive and bank all monies due to the section and authorise all payments to be made;
 - (b) keep correct accounts and books showing the financial affairs of the Section, with full details of all receipts and expenditure connected with the activities of the Section;
 - (c) present a monthly financial report to the Board
 - (d) all payments *must be* approved by the Association's Treasurer

Division 3—Election of Board members and tenure of office

49 Who is eligible to be a Board of Management member?

A member is eligible to be elected or appointed as a Board member if the member—

- (a) is 18 years or over; and
- (b) is entitled to vote at a general meeting.

50 Positions to be declared vacant

- (1) This rule applies to—
 - (a) the first annual general meeting of the Association after its incorporation; or
 - (b) any subsequent Annual General Meeting of the Association, after the Annual Reports and financial statements of the Association have been received.
- (2) The Chairperson of the meeting must declare all positions on the Board vacant and hold elections for those positions in accordance with rules 51 to 54.

51 Nominations

- (1) Prior to the election of each position, the Chairperson of the meeting must call for nominations to fill that position.
- (2) An eligible member of the Association may—
 - (a) nominate himself or herself; or
 - (b) with the member's consent, be nominated by another member.
- (3) A member who is nominated for a position and fails to be elected to that position may be nominated for any other position for which an election is yet to be held.

52 Election of Executive Positions

- (1) At the Annual General Meeting, separate elections must be held for each of the following positions—
 - (a) President;
 - (b) Vice-President;
 - (c) Secretary;

(d) Treasurer.

- (2) If only one member is nominated for the position, the Chairperson of the meeting must declare the member elected to the position.
- (3) If more than one member is nominated, a ballot must be held in accordance with rule 54.
- (4) On his or her election, the new President may take over as Chairperson of the meeting.

53 Election of ordinary members

- (1) The annual general meeting must by resolution decide the number of ordinary members of the Committee (if any) it wishes to hold office for the next year.
- (2) A single election may be held to fill all of those positions.
- (3) If the number of members nominated for the position of ordinary committee member is less than or equal to the number to be elected, the Chairperson of the meeting must declare each of those members to be elected to the position.
- (4) If the number of members nominated exceeds the number to be elected, a ballot must be held in accordance with rule 54.

54 Ballot

- (1) If a ballot is required for the election for a position, the Chairperson of the meeting must appoint a member to act as returning officer to conduct the ballot.
- (2) The returning officer must not be a member nominated for the position.
- (3) Before the ballot is taken, each candidate may make a short speech in support of his or her election.
- (4) The election must be by secret ballot.
- (5) The returning officer must give a blank piece of paper to—
 - (a) each member present in person; and
 - (b) each proxy appointed by a member.

Example: If a member has been appointed the proxy of 5 other members, the member must be given 6 ballot papers—one for the member and one each for the other members.

- (6) If the ballot is for a single position, the voter must write on the ballot paper the name of the candidate for whom they wish to vote.
- (7) Each ballot paper on which the name of a candidate has been written counts as one vote for that candidate.
- (8) The returning officer must declare elected the candidate or, in the case of an election for more than one position, the candidates who received the most votes.
- (9) If the returning officer is unable to declare the result of an election under sub rule (10) because 2 or more candidates received the same number of votes, the returning officer must —
 - (a) conduct a further election for the position in accordance with sub rules (4) to (10) to decide which of those candidates is to be elected; or
 - (b) with the agreement of those candidates, decide by lot which of them is to be elected.

Examples: The choice of candidate may be decided by the toss of a coin, drawing straws or drawing a name out of a hat.

55 Term of office

- (1) Subject to sub rule (3) and rule 56, a Board member holds office for a two year period, half the positions being for year 1 and 2, and the second half of positions being for year 2 and 3. Under these guidelines, half the Board will have their position declared vacant at each Annual General Meeting.
- (2) A Board member may be re-elected.
- (3) A general meeting of the Board may—
 - (a) by special resolution remove a Board member from office; and
 - (b) elect an eligible member of the Association to fill the vacant position in accordance with this Division.
- (4) A member who is the subject of a proposed special resolution under sub rule (3)(a) may make representations in writing to the Secretary or President of the Board (not exceeding a reasonable length) and may request that the representations be provided to the members of the Board.
- (5) The Secretary or the President may give a copy of the representations to each member of the Board or, if they are not so given, the member may require that they be read out at the meeting at which the special resolution is to be proposed.

56 Vacation of office

- (1) A Board member may resign from the Board by written notice addressed to the Board.
- (2) A person ceases to be a Board member if he or she—
 - (a) ceases to be a member of the Association; or
 - (b) fails to attend 3 consecutive committee meetings (other than special or urgent committee meetings) without leave of absence under rule 67; or
 - (c) otherwise ceases to be a Board member by operation of section 78 of the Act.

Note: A Board member may not hold the office of Secretary if they do not reside in Australia.

57 Filling casual vacancies

- (1) The Board may appoint an eligible member of the Association to fill a position on the Board that—
 - (a) has become vacant under rule 56; or
 - (b) was not filled by election at the last Annual General Meeting.
- (2) If the position of Secretary becomes vacant, the Board must appoint a member to the position within 14 days after the vacancy arises.
- (3) Rule 55 applies to any committee member appointed by the Board under sub rule (1) or (2).
- (4) The Committee may continue to act despite any vacancy in its membership.

Division 4—Meetings of Board

58 Meetings of Board of Management

- (1) The Board must meet at least 8 times in each year at the dates, times and places determined by the Board.

- (2) The date, time and place of the first Board meeting must be determined by the members of the Board as soon as practicable after the Annual General Meeting of the Association at which the members of the Board were elected.
- (3) Special Board meetings may be convened by the President or by any 4 members of the Board.

59 Notice of meetings

- (1) Notice of each committee meeting must be given to each Board member no later than 7 days before the date of the meeting.
- (2) Notice may be given of more than one Board meeting at the same time.
- (3) The notice must state the date, time and place of the meeting.
- (4) If a special Board meeting is convened, the notice must include the general nature of the business to be conducted.
- (5) The only business that may be conducted at the meeting is the business for which the meeting is convened.

60 Urgent meetings

- (1) In cases of urgency, a meeting can be held without notice being given in accordance with rule 59 provided that as much notice as practicable is given to each committee member by the quickest means practicable.
- (2) Any resolution made at the meeting must be passed by an absolute majority of the Board.
- (3) The only business that may be conducted at an urgent meeting is the business for which the meeting is convened.

61 Procedure and order of business

- (1) The procedure to be followed at a meeting of a Board must be determined from time to time by the Board.
- (2) The order of business may be determined by the members present at the meeting.

62 Use of technology

- (1) A Board member who is not physically present at a Board meeting may participate in the meeting by the use of technology that allows that Board member and the Board members present at the meeting to clearly and simultaneously communicate with each other.
- (2) For the purposes of this Part, a Board member participating in a Board meeting as permitted under sub rule (1) is taken to be present at the meeting and, if the member votes at the meeting, is taken to have voted in person.

63 Quorum

- (1) No business may be conducted at a Board meeting unless a quorum is present.
- (2) The quorum for a Board meeting is the presence (in person or as allowed under rule 62) of a majority (60%) of the Board members holding office.

- (3) If a quorum is not present within 30 minutes after the notified commencement time of a Board meeting—
 - (a) in the case of a special meeting—the meeting lapses;
 - (b) in any other case—the meeting must be adjourned to a date no later than 14 days after the adjournment and notice of the time, date and place to which the meeting is adjourned must be given in accordance with rule 59.

64 Voting

- (1) On any question arising at a Board meeting, each Board member present at the meeting has one vote.
- (2) A motion is carried if a majority of Board members present at the meeting vote in favour of the motion.
- (3) Sub rule (2) does not apply to any motion or question which is required by these Rules to be passed by an absolute majority of the Board.
- (4) If votes are divided equally on a question, the Chairperson of the meeting has a second or casting vote.
- (5) Voting by proxy is not permitted.

65 Conflict of interest

- (1) A Board member who has a material personal interest in a matter being considered at a Board meeting must disclose the nature and extent of that interest to the Board.
- (2) The member—
 - (a) must not be present while the matter is being considered at the meeting; and
 - (b) must not vote on the matter.

Note: Under section 81(3) of the Act, if there are insufficient Board members to form a quorum because a member who has a material personal interest is disqualified from voting on a matter, a general meeting may be called to deal with the matter.
- (3) This rule does not apply to a material personal interest—
 - (a) that exists only because the member belongs to a class of persons for whose benefit the Association is established; or
 - (b) that the member has in common with all, or a substantial proportion of, the members of the Association.

66 Minutes of meeting

- (1) The Board must ensure that minutes are taken and kept of each Board meeting.
- (2) The minutes of all Board and Sporting Section committee meetings must be recorded on the Association's Minute Proforma. (See Appendix 1)
- (3) The minutes must record the following—
 - (a) the names of the members in attendance at the meeting;
 - (b) the business considered at the meeting;
 - (c) any resolution on which a vote is taken and the result of the vote;

- (d) any material personal interest disclosed under rule 65.

67 Leave of absence

- (1) The Board may grant a Board member leave of absence from Board meetings for a period not exceeding 3 months.
- (2) The Board must not grant leave of absence retrospectively unless it is satisfied that it was not feasible for the Board member to seek the leave in advance.

PART 6—FINANCIAL MATTERS

68 Source of funds

The funds of the Association may be derived from joining fees, annual subscriptions, donations, fund-raising activities, grants, interest and any other sources approved by the Board.

69 Management of funds

- (1) The Board must open accounts with a financial institution from which all expenditure of the Association is made and into which all of the Association's revenue is deposited.
- (2) Subject to any restrictions imposed by a general meeting of the Board, the Board may approve expenditure on behalf of the Board.
- (3) The Board may authorise the Treasurer to expend funds on behalf of the Association (including by electronic funds transfer) up to a specified limit without requiring approval from the Board for each item on which the funds are expended.
- (4) All gaming room cheques must be signed by the Association Treasurer or the Association President.
- (5) All funds of the Association must be deposited into the financial account of the Association no later than 5 working days after receipt.
- (6) With the approval of the Committee, the Treasurer may maintain a cash float provided that all money paid from or paid into the float is accurately recorded at the time of the transaction.

70 Financial records

- (1) The Board must keep financial records that—
 - (a) correctly record and explain its transactions, financial position and performance; and
 - (b) enable financial statements to be prepared as required by the Act.
- (2) The Board must retain the financial records for 7 years after the transactions covered by the records are completed.
- (3) The Treasurer must keep in their custody, or under their control—
 - (a) the financial records for the current financial year; and
 - (b) any other financial records as authorised by the Board.

71 Financial statements

- (1) For each financial year, the Board must ensure that the requirements under the Act relating to the financial statements of the Association are met.
- (2) Without limiting sub rule (1), those requirements include—

- (a) the preparation of the financial statements;
- (b) if required, the review or auditing of the financial statements;
- (c) the certification of the financial statements by the Board;
- (d) the submission of the financial statements to the Annual General Meeting of the Association;
- (e) the lodgement with the Registrar of the financial statements and accompanying reports, certificates, statements and fee.

PART 7—GENERAL MATTERS

72 Common seal

- (1) The Association may have a common seal.
- (2) If the Association has a common seal—
 - (a) the name of the Association must appear in legible characters on the common seal;
 - (b) a document may only be sealed with the common seal by the authority of the Board and the sealing must be witnessed by the signatures of two committee members;
 - (c) the common seal must be kept in the custody of the Secretary.

73 Registered address

The registered address of the Association is—

- (a) the address determined from time to time by resolution of the Board; or
- (b) in an emergency situation, the registered address will become the Association's Post Office box.

74 Notice requirements

- (1) Any notice required to be given to a member or a Board member under these Rules may be given—
 - (a) by handing the notice to the member personally; or
 - (b) by sending it by post to the member at the address recorded for the member on the register of members; or
 - (c) by email, facsimile or social media posts.
- (2) Sub rule (1) does not apply to notice given under rule 60.
- (3) Any notice required to be given to the Association or the Board may be given—
 - (a) by handing the notice to a member of the Board; or
 - (b) by sending the notice by post to the registered address; or
 - (c) by leaving the notice at the registered address; or
 - (d) if the Board determines that it is appropriate in the circumstances—
 - (i) by email to the email address of the Association or the Secretary; or
 - (ii) by facsimile transmission to the facsimile number of the Association.

75 Custody and inspection of books and records

- (1) Members may on request inspect free of charge—
 - (a) the register of members;
 - (b) the minutes of general meetings;
 - (c) subject to sub rule (2), the financial records, books, securities and any other relevant document of the Association, including minutes of Board meetings.

Note: See note following rule 17 for details of access to the register of members.

- (2) The Board may refuse to permit a member to inspect records of the Association that relate to confidential, personal, employment, commercial or legal matters or where to do so may be prejudicial to the interests of the Association.
- (3) The Board must on request make copies of these rules available to members and applicants for membership free of charge.
- (4) Subject to sub rule (2), a member may make a copy of any of the other records of the Board referred to in this rule and the Board may charge a reasonable fee for provision of a copy of such a record.
- (5) For purposes of this rule—

relevant documents means the records and other documents, however compiled, recorded or stored, that relate to the incorporation and management of the Association and includes the following—

- (a) its membership records;
- (b) its financial statements;
- (c) its financial records;
- (d) records and documents relating to transactions, dealings, business or property of the Association.

76 Winding up and cancellation

- (1) The Association may be wound up voluntarily by special resolution.
- (2) In the event of the winding up or the cancellation of the incorporation of the Association, the surplus assets of the Association must not be distributed to any members or former members of the Association.
- (3) Subject to the Act and any court order made under section 133 of the Act, the surplus assets must be given to a body that has similar purposes to the Association and which is not carried on for the profit or gain of its individual members.
- (4) The body to which the surplus assets are to be given must be decided by special resolution.

77 Gaming Venue

(1) The Venue Manager must display the Rules of Victorian Casino and Gaming Liquor regulation as directed by such Commission, and ensure all rules are maintained by _____ members, guest, visitors and staff at all times.

(2) The Venue Manager must keep on the Club premises a register of authorised gaming visitors containing the name and residential address of each authorised gaming visitor admitted and the date of that admission.

- (3) An authorised gaming visitor must:
 - (a) Produce evidence of his or her residential address before being admitted to the licensed premises.
 - (b) Carry identification at all times whilst on the licensed premises.
 - (c) Comply with any relevant rules of the Club whilst on the licensed premises.
- (4) For the purposes of these rules an authorised gaming visitor is hereby defined as a person who:
 - (a) Is over the age of eighteen years.
 - (b) Is not a person who the Venue Manager or Board of Management has determined should not be admitted.
- (5) The Venue Manager, or Duty Manager, has the power to suspend immediately any member from the venue, for up to 12 months. For a period over 12 months the Venue Manager and or Duty Manager will report the incident to the Board for assessment.
 - (a) The Venue Manager, or Duty Manager, must within seven (7) days then supply a written report to the Board of the incident that brought on the suspension of a member or members.
 - (b) If the ban is over the 12 months the member will have a right of appeal to the ban, and must present a request to the Board for the hearing of the full Board. The Board has the final decision of the length of ban. This decision is final.
 - (c) The Venue Manager, as soon as practical, shall send a letter to the member, or members, informing them of the decision.
 - (d) Suspension by the Venue Manager means:
 - (i) the member, or members, will be refused access to the gaming and/or social clubrooms, and
 - (ii) at the discretion of the Board, may have nominated rights to club facilities and activities relinquished, whilst the suspension is in force.
 - (iii) If further action is required, the incident could be referred to the appropriate authorities.

78 Alteration of Rules

These Rules may only be altered by special resolution of a general meeting of the Association.

Note: An alteration of these Rules does not take effect unless or until it is approved by the Registrar. If these Rules (other than rule 1, 2 or 3) are altered, the Association is taken to have adopted its own rules, not the model rules.

79 By Laws

The Board of Management shall have the power to make such by-laws for the carrying out of the objects of the Association, the proper administration of the Association and the performance of their respective duties, as they deem advisable and to vary or rescind such by-laws from time to time as necessary.

Appendix 1: Belrec's Meeting Agenda Proforma

Date:**Time:****Section:****Venue:**

**Meeting Agenda
Integrity First**

Agenda	Time
1/ Welcome <ul style="list-style-type: none"> • Attendees • Apologies • Record of previous meeting minutes. Moved Seconded. • Matters arising of previous minutes 	
2/ Reports <ul style="list-style-type: none"> • President • Secretary • Treasurer • <Portfolio 1> • <Portfolio 2> • <Portfolio 3> 	
3/ General Business	
4/ Meeting closed	
5/ Next meeting	

Appendix 2: Belrec's Meeting Minute Proforma

Date:**Time:****Section:****Venue:**

Meeting Minutes Integrity First

Attendees		
Names:		
Apologies:		

Agenda Item	Action Who / When
1/ Welcome	
2/ Minutes from previous meeting	
3/ <Topic>	
4/<Topic>	
5/<Topic>	
6/ General Business	

Agenda Item	Action Who / When
7/ Next Meeting –	

Appendix 3: Belrec Nomination Form for Board of Management

Application for membership of Belrec Board of Management.

I,.....
(full name of applicant)

of.....
(address)

Suburb.....

Postcode.....

In the event of my admission as a member, I agree to be bound by the rules Belrec for the time being in force.

Signature of Applicant:

.....

Date:

.....

..... a member of Belrec, nominate the applicant who is personally known to me, for the membership of the Board.

Signature of Proposer:.....

Date:.....

..... a member of Belrec, second the nomination of the applicant who is personally known to me, for the membership of the Board.

Signature of Proposer:.....

Date:.....

Appendix 4: Form to nominate Proxy Vote

Appointment of Proxy

I,.....

Being a full member of the Bell Park Sport & Recreation Club (Belrec)

Hereby appoints

.....

(name)

To vote at the Annual General Meeting of Belrec inc. in accordance with my wishes.

.....

(sporting section if applicable)

Signature of Member:..... Date:

Signature of Proxy: Date:

This proxy form is to be in the hands of the Secretary of Belrec Inc at least 24 hours prior to the AGM

(date).....

Appendix 5: Belrec Application for Membership form

Application for membership of Bell Park Sport and Recreation Club 'Belrec Incorporated'.

Name:.....

Address:.....

Suburb:.....Postcode.....

Email.....

Phone.....

Emergency contact

Person.....Phone.....

Relationship to you.....

Please tick section –

- | | | |
|--------------------------|----------------------|---------|
| <input type="checkbox"/> | Full/Sporting member | \$..... |
| <input type="checkbox"/> | Social member | \$..... |
| <input type="checkbox"/> | Junior member | \$..... |
| <input type="checkbox"/> | Gaming member | \$..... |

Paid.....

Date.....

Received by:
(name of committee person)

Appendix 6: Nomination for Life Membership Form

Nomination for Life Membership of Belrec Incorporated

I,.....

being a full member of the Bell Park Sport & Recreation Club (Belrec) wish to nominate

.....
(name)

for the Board’s consideration for Life Membership for the following reasons:

.....

.....

.....

.....

.....

.....

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.....

.....

.....

.....

.....

.....

Signed:.....

Date:.....

This nomination form is to be in the hands of the Secretary of Belrec at least 14 days prior to the AGM

Appendix 7: Nomination for Ivor Stevens Service Award Form

Nomination for Ivor Steven Service Award

I,.....

being a full member of the Bell Park Sport & Recreation Club (Belrec) wish to nominate

.....
(name)

for the Board’s consideration for the Ivor Steven Service Award for the following reasons:

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

Signed:.....

Date:.....

PAYMENT ADVICE & AUTHORISATION

This nomination form is to be in the hands of the Secretary of Belrec at least 14 days prior to the AGM

Appendix 8: Payment and Authorisation form

DATE OF REQUEST:	
PAYABLE TO:	
ADDRESS:	
NET PAYMENT	
GST	
TOTAL AMOUNT PAID	

ACCOUNT:	BELREC	FOOTBALL & NETBALL	CRICKET
DETAILS:			
SECTION Authorisation:	<i>Print Name</i>	<i>Signature</i>	<i>Date</i>
BOARD Authorisation:	<i>Print Name</i>	<i>Signature</i>	<i>Date</i>

FORM OF PAYMENT			
EFT/BPAY		DATE:	

CHEQUE NUMBER:		DATE:	
-----------------------	--	--------------	--

Sport	Age Groups	Player Numbers
Senior Football	U18, Reserves & Seniors	95
Junior Football	Boys U9, 10, 12, 14 & 16 Girls U10, 12, 14 & 16	270 (15 teams total)
All abilities football		25
Auskick		100
Senior netball	Senior teams graded A - E & U 19	60 (6 teams)
Junior netball	U11,13,15&17	135 (15 teams)
Net, set go		25
Senior cricket	6 male teams 2 female teams	79
Junior cricket	U11, 13, 15& 17(7teams)	70
Female development		3
Cricket Blast		33
		895

Bell Park Sports and Recreational Club – 2024 Structure

Bell Park Leadership Group

Tim Booley
AFL Senior
Co-Ordinator

Kerr O'Brien and
Hayley Stokes
Senior Operations

Ryan Leemon
Treasurer

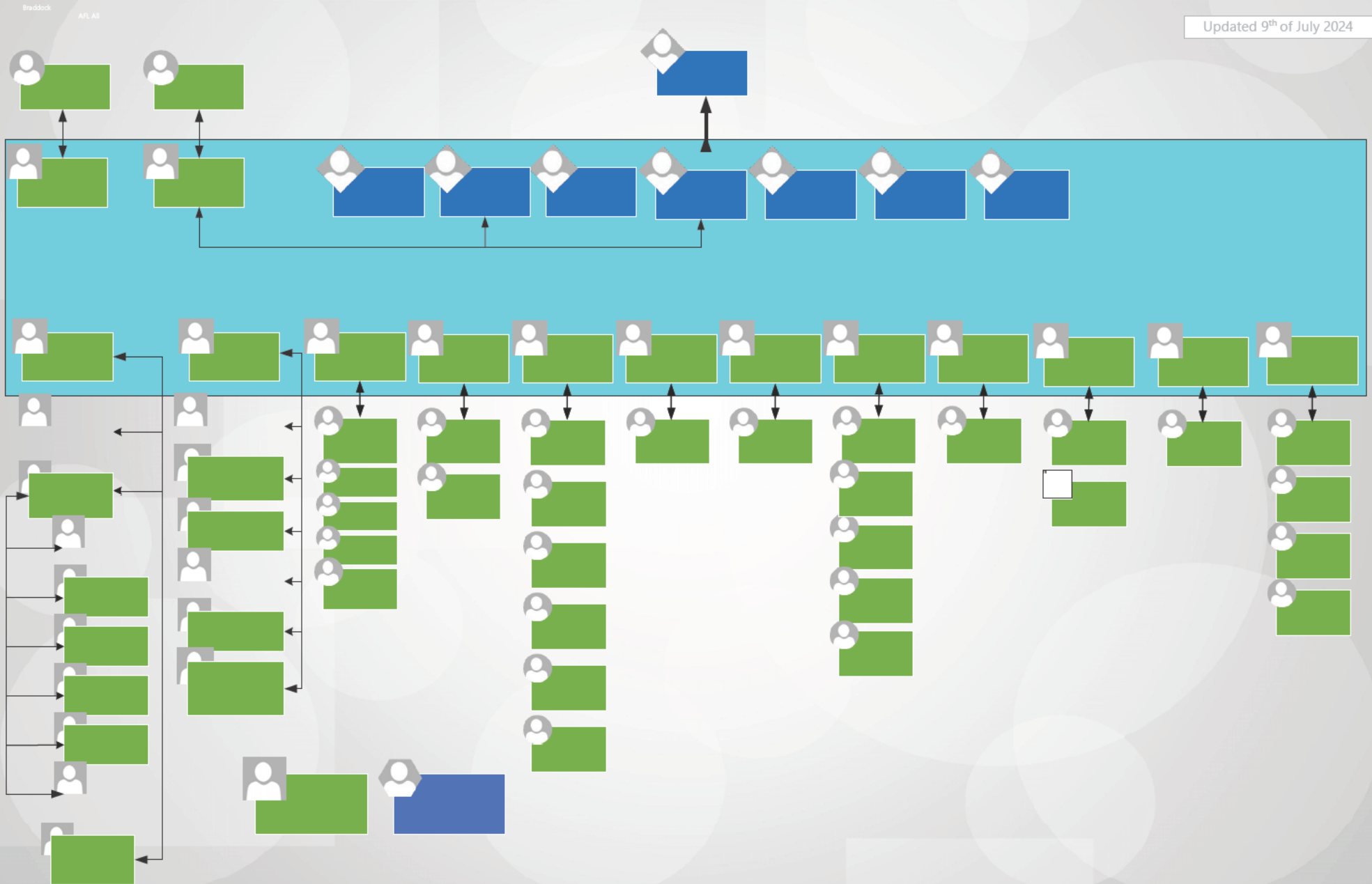
Mark Wiffen and
Shane Jack
Maintenance and
set up

Anthony
Condemi
Player Welfare

Our Mission:

The Bell Park Sport and Recreation Club provides the opportunity to participate in the community sports of football, netball and cricket. It is committed to offering a sporting pathway from junior to senior levels in a safe, respectful and professional environment that will sustain the success and longevity of the club.

Updated 9th of July 2024



Bell Park Sports and Recreational Club – Leadership Group

Roles & Responsibilities.

President:

Responsibilities:

- o Provide overall leadership and direction for the club.
- o Represent the club in external matters.
- o Chair committee meetings and general meetings.
- o Oversee club operations and strategic planning.

Vice President:

Responsibilities:

- o Support the President in their duties.
- o Assume the President's responsibilities in their absence.
- o Assist with specific projects or initiatives as assigned.

Treasurer:

Responsibilities:

- o Manage the club's finances, including budgeting and financial reporting.
- o Oversee revenue generation and expense management.
- o Handle banking, payments, and financial record-keeping.

Governance

Responsibilities:

- Assess potential risks and help develop risk management strategies to mitigate them
- Ensure the club operates in accordance with relevant laws, regulations, and industry standards.

Secretary:

Responsibilities:

- o Maintain accurate records of club meetings and correspondence.
- o Handle club administration, including memberships and communications.
- o Manage documentation, contracts, and agreements.

AFL Director

Responsibilities:

- o Strategic Planning and governance across all AFL sections.
- o Board Participation.
- o Financial Oversight of all AFL Sections.
- o Stakeholder Engagement and Relationship management.
- o Talent Acquisition and Retention.

Director of Netball

Responsibilities:

- o Strategic Planning and governance across netball
- o Board Participation.
- o Financial Oversight of Netball
- o Stakeholder Engagement and Relationship management.
- o Player Development and Pathways.

Director of Cricket

Responsibilities:

- o Strategic Planning and governance across cricket
- o Board Participation.
- o Financial Oversight of cricket
- o Stakeholder Engagement and Relationship management.
- o Player Development and Pathways.

AFL Senior, Junior & All Abilities Co-Ordinator

Responsibilities:

- o Oversee the football department's day-to-day operations.
- o Coordinate training schedules, travel arrangements, and match logistics.
- o Liaise with coaches, players, and support staff.

Director of Facilities and Grounds Manager

Responsibilities:

- o Maintain and manage club facilities, including playing fields and facilities.
- o Oversee ground maintenance, equipment, and safety protocols.
- o Coordinate with local authorities for facility improvements.

Director of Volunteering

Responsibilities:

- o Recruitment and Onboarding
- o Volunteer Coordination
- o Training and Development
- o Communication and Engagement
- o Advocacy and Promotion

Director of Sponsorship

Responsibilities:

- Developing Sponsorship Strategies
- Customisation of Sponsorship Packages
- Prospecting and Acquisition
- Negotiation and Contract Management

Director of Major Events and Fundraising:

Responsibilities:

- Major Events
 - Event Planning and Logistics
 - Marketing and Promotion:
 - Ticket Sales and Registration

Fundraising Director

Responsibilities:

- o Strategic Planning:
- o Fundraising Campaigns:
- o Donor Cultivation and Relationship Management
- o Event Fundraising:

Director of Canteen

Responsibilities:

- Operational Management:
- Menu Planning and Development:
- Inventory Management and Procurement
- Budgeting and Financial Management

Director of Merchandise.

Responsibilities:

- o Merchandising Strategy:
- o Product Assortment and Planning:
- o Visual Merchandising and Presentation
- o Vendor Relations and Negotiations
- o Inventory Management and Optimisation

Social Club Manager

Responsibilities:

- Club Operations Management
- Member Services and Engagement
- Event Planning and Coordination
- Facilities and Maintenance
- Staff Management and Training
- Financial Management
- Member Feedback and Improvement Initiatives
- Compliance and Risk Management

Director of IT (Information Technology)

Information:

Strategic Planning:

Infrastructure Management:

Cybersecurity and Data Protection:

IT Operations and Support:

Budgeting and Resource Allocation:

Director of Membership Data CRM

Responsibilities:

- CRM Strategy and Implementation
- Data Management and Analysis
- Member Segmentation and Personalization
- Automation and Workflows
- Member Experience Enhancement

Director of Social Media.

Responsibilities:

- Social Media Strategy:
- Content Creation and Management:
- Social Media Advertising and Promotion

THE CITY OF GREATER GEELONG

GAMBLING HARM MINIMISATION POLICY



VERSION: 2

Approval Date: 26 July 2022

Approved by: Council

Review Date: 01/12/2024

Responsible Officer: Manager, Healthy Communities

Authorising Officer: Chief Executive Officer

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D22-75616

2

Introduction

PURPOSE

The purpose of this policy is to outline Council and the City of Greater Geelong's approach in responding to all forms of gambling, with a focus on the wellbeing of our community and through adopting a harm minimisation framework.

The policy replaces the 'City of Greater Geelong Electronic Gaming Machine' which was developed in 2017 and reviewed in 2020.

SCOPE

The policy balances a right to undertake legal revenue-generating activity with the overarching need to promote community health and wellbeing. It recognises that gambling harm can be experienced by individuals, their loved ones and the wider community.

The policy outlines Council's position on gambling and refers matters regarding all forms of gambling within Greater Geelong, including responding applications for the installation of new and additional Electronic Gaming Machines (EGMs) to the Victorian Gaming and Casino Control Commission (VGCCC).

The policy focuses on preventing and reducing harm by promoting alternatives to gambling, evidence-based planning and community connection. It is underpinned by a harm minimisation framework that centres on supply reduction, demand reduction and harm reduction.

Definitions

This section defines the key terms used in this policy.

CITY

The City of Greater Geelong organisation led by the CEO.

COUNCIL

The City of Greater Geelong Council comprised of elected Councillors and led by the Mayor.

COMMUNITY BENEFIT STATEMENT (CBS)

A gaming venue with a club or racing club licence which receives gaming machine revenue in a financial year must lodge an audited Community Benefit Statement (CBS) with the VGCCC.

Club and racing clubs can show how gaming proceeds help contribute to their wider local communities through the CBS. Clubs must demonstrate they gave the equivalent of at least 8.33% of the venue's gaming revenue to approved community purposes or activities.

ELECTRONIC GAMING MACHINE (EGM)

The Victorian Government *Gambling Regulation Act 2003* (p.17, amended 10 March 2021) defines:

‘An Electronic Gaming Machine (EGM) is any device, whether wholly or partly mechanically or electronically operated for the purpose of playing a game of chance or a game of mixed chance and skill. As a result of making a bet on the device, winnings may become payable’.¹

EXECUTIVE LEADERSHIP TEAM

The Executive Leadership Team (ELT) of the City, as constituted at a point in time.

GAMBLING

The Victorian Responsible Gambling Foundation defines ‘gambling as requiring a player to risk losing something of value (usually money) for the chance of winning more. Gambling outcomes may depend on correctly predicting an uncertain outcome or luck’.²

The Victorian Government *Gambling Regulation Act 2003* (p.45, amended 10 March 2021) states: ‘For the purposes of this Act, **gambling** means an activity in which

- (a) a prize of money or something else of value is offered or can be won; and
- (b) a person pays or stakes money or some other valuable consideration to participate; and
- (c) the outcome involves, or is presented as involving, an element of chance’.³

For the purpose of this policy, raffles, bingo, and sports tipping for fundraising activities have been excluded.

HARM MINIMISATION

Harm minimisation is a framework that considers the health, social and economic consequences of an activity to the individual and community. The three core elements of harm minimisation are supply reduction, demand reduction and harm reduction:

- Supply Reduction: Achieving appropriate EGM/1,000 adult population densities; promote sound planning.
- Demand Reduction: Promoting and supporting alternatives such as recreational and social pursuits, community education (for instance, gambling risks) and addressing economic disadvantage.

- Harm Reduction: Promoting gamblers help services; promoting responsible gambling and advocating for inbuilt safety mechanisms in EGMs; promote safety.

¹ <https://www.legislation.vic.gov.au/in-force/acts/gambling-regulation-act-2003/087> (p.17, amended 10 March 2021, accessed 16 March 2021)

² <https://responsiblegambling.vic.gov.au/resources/glossary/#g> (accessed 16 March 2021)

³ <https://www.legislation.vic.gov.au/in-force/acts/gambling-regulation-act-2003/087> (accessed 16 March 2021)

Policy

The focus of this policy is on the wellbeing of our community and it is underpinned by a harm minimisation framework which balances the right to undertake legal revenue-generating activity with the need to promote wellbeing in the context of public health and consumer protection. The policy guides decision-making, compliance, and accountability.

PRINCIPLES

The underpinning principles of this policy acknowledge;

- Gambling is a legal activity within the State of Victoria.
- The need to balance the right to undertake legal revenue-generating activities with the need to promote wellbeing.
- Gambling will be considered within the context of public health and consumer protection.
- Gambling is a public health issue affecting individuals, families, and the broader community.
- The City will take a whole of organisation approach to minimising harm, acknowledging that all its activities can contribute to minimising gambling-related harm.
- The impact of electronic gaming machines should not be unevenly distributed through communities or populations.
- Land use planning at the local level has a significant role in addressing and regulating EGMs.
- Council's regulatory and legislative mandate has the capacity to minimise harm experienced from using EGMs.
- Clubs venues with EGMs have a legislative responsibility to provide at least 8.33% of their net gaming machine revenue towards community benefit. The City therefore acknowledges that a small percent of EGM revenue is returned for community purposes or activities.

POLICY STATEMENTS

The following priority areas and policy statements will guide Council's actions and decision-making for the life of this policy. Council will:

1. HEALTH & WELLBEING: Promoting and supporting alternative social and recreation pursuits

- 1.1. Be guided by the *Our Community Plan 2021 – 2025* strategic priorities.
- 1.2. Recognise that Council, through the Public Health and Wellbeing Act 2008, has a mandated responsibility to care for the community reflected through the integration of the Municipal Public Health and Wellbeing Plan (MPHWP) into the Community Plan.
- 1.3. Encourage the development of strategy and policies that consider funding and support services, infrastructure and program initiatives that provide alternate social and recreation choices to gambling.
- 1.4. Be guided by the City's Social Equity Framework 2022-2025.
- 1.5. Support local community-based organisations that generate some of their income from gambling activities, to reduce their reliance on gambling income streams.
- 1.6. Recognise that gambling is harmful for many people, and therefore seek to actively promote responsible and safe gambling environments.
- 1.7. Recognise that the harmful costs from gambling are born by the individual who gambles, their circle, and the community at large. This can in turn impose substantial costs and unintended negative consequences for the community.

2. COUNCIL LEADERSHIP

As in many matters that affect the social and economic wellbeing of the community, council plays a leadership role to support a harm minimisation framework. Over the life of this policy, Council will:

- 2.1. Advocate to the State Government to review the current regional EGM cap in Geelong and influence legislative reform based on evidence-based public health research and policy.

- 2.2. Invest in community infrastructure, community programs and activities as alternatives to all forms of gambling.
- 2.3. Resource activities that enhance capacity building including the promotion and support of the many alternate and positive forms of recreation in our community and ensure community awareness raising is provided annually through gambling harm awareness initiatives and relevant community education programs.

- 2.4. Assess applications for new and additional EGMs against a Social and Economic Impact Assessment (SEIA) guided by the Greater Geelong Gaming Policy Framework and taking into consideration community attitudes, feedback and/or concerns. An associated report and recommendations for response to the VGCCC will be referred to Council at a Council meeting.
- 2.5. Not hold Council or City meetings, community events, activities, programs, and social outings in venues that have gambling activities (as defined in this policy).
- 2.6. Install and maintain internet filtering to prevent access to gambling sites on all City public wi-fi.
- 2.7. Not permit gambling promotion or advertising on / in City-owned facilities. This pertains to all forms of gambling.
- 2.8. Support and encourage the clubs with EGMs to allocate their gambling-related community contributions to relevant services targeted towards minimising gambling-related harm.
- 2.9. Incorporate gambling questions in relevant community surveys and during community consultation to better understand gambling harm within Greater Geelong and further support policy and program development.
- 2.10. Actively support any community or sporting club, group, or organisation to divest themselves of EGMs or end financial dependence on gambling sponsorship or revenue. This would be achieved through an agreed transition business plan.
- 2.11. In assessing eligible community grant applications to the City, the current grant guidelines will apply two gambling related conditions. These are;

PRIORITISING APPLICATIONS - If the total request for funding exceeds the grant funds available, the City will prioritise

- Applications from organisation that do not receive funding from electronic gaming machines or other forms of gambling.

WHAT WON'T BE FUNDED

- Political, gaming or gambling activities.
- Fundraising events, prizes, gifts, awards, or sponsorship costs, such as trophies, medals, money, and vouchers.
- Facilities designated for electronic gaming machine operations (community infrastructure grant program).

3. PARTNERSHIPS & ADVOCACY

Council is in a unique position to collaborate with local organisations and advocate to other levels of government to reduce gambling-related harm experienced by the Great Geelong community. Council will:

- 3.1. Further develop the capacity of the community and the City to understand and respond to the impacts of gambling, including the delivery of socially equitable and responsive infrastructure and services.
- 3.2. Partner with research institutions to develop a strong, robust, and defensible evidence base that will enhance the City's capacity to effectively influence the location, management, and operation of EGMs within the municipality, whilst also contributing to the broader evidence base.
- 3.3. Partner with local government networks, community organisations and key agencies to utilise their expertise in broader advocacy issues, to achieve change and to reform the systems and structures that cause gambling-related harm to the Geelong community.
- 3.4. Advocate to the State Government to reduce the regional cap and advocate for any EGMs given up by venues to be automatically removed from the regional cap. This will contribute to reduced expenditure on EGMs and achieve moving the City of Greater Geelong from the top five local government areas with greatest expenditure in Victoria.

Implementation of this Policy

MONITORING AND REPORTING

Applications for both new and additional EGMs will be advised by this policy and assessed against the social impact assessment guidelines outlined in the Council Procedure for Assessing Gambling Applications Against Council Policies document. This policy will be updated as per the normal council requirements.

ADVICE AND ASSISTANCE

The Responsible Officer for this policy manages the provision of advice to the organisation regarding this policy.

A person who is uncertain how to comply with this policy should seek advice from this person or from their Manager.

RECORDS

The City must retain records associated with this policy and its implementation for at least the period shown below.

Record	Retention / Disposal Authority	Retention Period	Location
Gambling Harm Minimisation Procedure – to assist with translating policy into practice	Healthy Communities Department	Destroy 7 years after procedures are superseded	Records Explorer once developed

REVIEW

The City should review and, if necessary, amend this policy within four years of the approval date.

References

- City of Greater Geelong: Our Community Plan 2021-2025
- Greater Geelong: A Clever and Creative Future
- City of Greater Geelong Municipal Strategic Statement
- Greater Geelong Gaming Policy Framework 2007
- City of Greater Geelong Fair Play Strategy 2017
- *Victorian Gambling Regulation Act 2003* (1 July 2020)
- *Planning and Environment Act 1987*
- *Public Health and Wellbeing Act 2008*
- *Charter of Human Rights and Responsibilities Act 2006*
- The Victorian Gaming and Casino Control Commission | <https://www.vgccc.vic.gov.au/>
- Victorian Responsible Gambling Foundation | <https://responsiblegambling.vic.gov.au/>

PJ COOK INVESTMENTS PTY LTD
ACN 082 312 927
(the Hotelier)

AND

BELREC INC
REG NO A0012053A
(the Club)

GME & SPONSORSHIP DEED

bsp | **LAWYERS**

Level 15, 200 Queen Street
MELBOURNE VIC 3000
Tel: (03) 9670 0722
Fax: (03) 9670 0622
ABN 49 684 715 655
Ref: AE:AH:237566

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THIS DEED dated

15 JUN 2025

BETWEEN:

PJ COOK INVESTMENTS PTY LTD ACN 082 312 927

of Unit 11, 35-41 Westpool Drive, Hallam, Victoria 3803

(the **Hotelier**)

AND:

BELREC INC REG NO A0012053A

of 34/70 Calvert St, Hamlyn Heights, Victoria 3215

(the **Club**)

BACKGROUND

- A. The Hotelier is the operator of the Fyansford Hotel situated at 67 Hyland Street, Fyansford, Victoria 3218 (the **Fyansford Hotel**).
- B. The Club is the operator of the Bell Park Sport & Recreation Club situated at 34/70 Calvert St, Hamlyn Heights, Victoria 3215 (the **Club Premises**).
- C. Both the Fyansford Hotel and the Club Premises are in the "*Greater Geelong and Queenscliffe (Capped Region)*" for the purposes of the Gambling Regulation Act (the **Region**).
- D. As the Region is a "capped region" there is an overall limit on the number of GMEs which are permitted to operate in the Region.
- E. The Club is the owner of twenty-eight (28) Club GMEs which are attached to its Venue Operator's Licence in relation to the Club Premises and which permit it to operate twenty-eight (28) Gaming Machines at the Club Premises (the **Club GMEs**).
- F. The Hotelier wishes to increase the number of Gaming Machines which it operates in its gaming room at the Fyansford Hotel.
- G. However, before the Hotelier goes to the effort and expense of obtaining the approvals required to increase the number of Gaming Machines which it can operate and to carry out the works to expand its gaming room, the Hotelier wishes to ensure that it will be able to relocate twenty-eight (28) Hotel GMEs into the Region upon the completion of its works.
- H. Hence, the Club has agreed:
 - (a) to keep all of its twenty-eight (28) Gaming Machines in operation at its Club Premises until the Hotelier obtains the Approvals necessary to operate an additional twenty-eight (28) Gaming Machines at the Fyansford Hotel and completes the Hotelier's Works; and
 - (b) to keep all of its Club GMEs attached to its Venue Operator's Licence in relation to the Club Premises (that is, in the Region) until the Hotelier is ready to direct

the Club to cooperate with the Hotelier to move its Club GMEs out of the Region simultaneously with the Hotelier moving its Hotel GMEs into the Region.

- I. In return, the Hotelier has agreed to provide sponsorship to the Club.
- J. The terms and conditions of the above arrangements are now set out in this Deed.

OPERATIVE PART

1. Definitions and Interpretation

1.1 Definitions

Acquisition Approval	means the approval by the Gaming Commission and/or VCAT of the acquisition by the Hotelier of twenty-eight (28) Hotel GMEs.
Authority	means: <ul style="list-style-type: none"> (a) the Gaming Commission; (b) the Council; or (c) the crown or any agency, authority, board, department, government instrumentality, ministry, official or public or statutory person of the Commonwealth or of any State or Territory of Australia, and any local or municipal government or governmental bodies.
Approvals	means: <ul style="list-style-type: none"> (a) the Planning Approval; (b) the Top Up Approval; (c) the Works Approvals; (d) Landlord's Approvals; and (e) the Acquisition Approval.
Business Day	means a day on which banks are open for business in Melbourne, Victoria or other place where the notice or other communication is received or where an act is to be done, excluding a Saturday, Sunday or a public holiday.
Club GMEs	means the twenty-eight (28) Club GMEs owned by the Club and which are attached to its Venue Operator's Licence in relation to the Club Premises (being Club GMEs ID Numbers 6294 to 6321 inclusive).
Council	means the City of Greater Geelong.
Extended First Sunset Date	means the day which is eighteen (18) months after the date of this Deed [being the date to which the First Sunset Date is extended if the Hotelier exercises its right of extension under clause 5.1(d)].

First Sunset Date	means the day which is twelve (12) months after the date of this Deed.
Gambling Regulation Act	means the <i>Gambling Regulation Act 2003 (Vic)</i> .
Gaming Commission	means the Victorian Gambling and Casino Control Commission (and includes any successor to it).
Gaming Machine	has the meaning given to it in the Gambling Regulation Act.
GME	means a gaming machine entitlement under the Gambling Regulation Act.
GST	means a good and services tax or any similar tax imposed in Australia and has the meaning given to it in the GST Act.
GST Act	means the <i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i> .
Hotel GME	means a GME which allows the operation of a Gaming Machine at a "Hotel" venue.
Hotelier's Works	means the alterations to the Fyansford Hotel required by the Gaming Commission as part of its approval of a "top-up" application in relation to an additional twenty-eight (28) Gaming Machines at the Fyansford Hotel.
Input Tax Credit	has the meaning given to it in the GST Act.
Landlord	means the landlord from time to time of the Fyansford Hotel.
Landlord's Approvals	means any approvals required from the Landlord in relation to the proposed increase in the number of the Gaming Machines in operation at the Fyansford Hotel or the commencement of the Hotelier's Works.
Operative Date	means the date upon which the Hotelier commences operation of the additional Gaming Machines at the Fyansford Hotel.
Planning Approval	means the planning approval by the Council and/or VCAT for the increase in the number of Gaming Machines permitted to be operated at increase in the number of Gaming Machines permitted to be operated at the Fyansford Hotel by twenty-eight (28) Gaming Machines and for the Hotelier's Works.
Practical Completion	means the stage when the Hotelier's Works have been completed in accordance with the requirements of any relevant Authority and the requirements of this Deed,

	with the exception of minor faults or omissions the rectification of which does not prevent or delay or prejudice the convenient occupation and use of the Hotelier's Works for their intended purpose.
Premises Approval	has the meaning given to it in the Gambling Regulation Act.
Removal from Region Approval	means the approval by the Gaming Commission of the removal from the Region of the Club's twenty-eight (28) Club GMEs.
Second Sunset Date	means the day which is eighteen (18) months after the obtaining (or waiver) by the Hotelier of the last of the Planning Approval, the Top-Up Approval, the Works Approvals and the Landlord Approvals.
Taxable Supply	has the meaning given to it in the GST Act.
Tax Invoice	has the meaning given to it in the GST Act.
Top-Up Approval	means the approval of the Gaming Commission and/or VCAT of the increase in the number of Gaming Machines permitted to be operated at the Fyansford Hotel by twenty-eight (28) Gaming Machines.
Venue Operator's Licence	has the meaning given to it in the Gambling Regulation Act.
Works Approvals	means any approvals required from the Council or the Gaming Commission or any other Authority before the Hotelier may commence the Hotelier's Works.
Tax Invoice	has the meaning given to it in the GST Act.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) "including" and similar expressions are not words of limitation;
- (e) a reference to a person's rights includes that person's right, power, remedy, privilege or authority;
- (f) a reference to a thing includes the whole of and part of that thing;

- (g) a reference to a group of persons means the group as a whole and each person individually;
- (h) a reference to persons include corporations and bodies;
- (i) a reference to a party includes that party's successors, legal personal representatives and permitted assigns;
- (j) a reference to an act, statute, regulation, proclamation, ordinance or by-law includes all acts, statutes, regulations, proclamations, ordinances or by-laws varying, amending, consolidating, updating or replacing it, and a reference to an act or statute includes all regulations, proclamations, ordinances and by-laws issued under that act or statute;
- (k) a reference to a document or agreement includes all amendments or supplements to, or replacements or novations of, that document or agreement;
- (l) a reference to a clause, party, schedule or annexure is a reference to a clause of, and a party, schedule and annexure to this Deed and a reference to this Deed includes any schedules and annexures;
- (m) a reference to \$ is a reference to the currency of Australia; and
- (n) headings are for convenience only and do not affect the interpretation of this Deed.

1.3 Contra Proferentum

If any ambiguity arises in relation to a provision of this Deed, the provision must not be construed to the prejudice of the party who prepared this Deed or included the provision in Deed.

1.4 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

2. Gaming

2.1 Operation of Club Gaming Machines

The Club agrees to keep all of its twenty-eight (28) Gaming Machines in operation at its Club Premises until the Hotelier has obtained the Planning Approval, the Top Up Approval, the Works Approvals and the Landlord Approvals and has completed the Hotelier's Works.

2.2 Retention of Club GMEs

The Club agrees to keep all of its Club GMEs attached to its Venue Operator's Licence in relation to the Club Premises (that is, in the Region) until the Hotelier is ready to open its expanded gaming room at the Fyansford Hotel – at which

time the Club will cooperate with the Hotelier to move its Club GMEs out of the Region simultaneously with the Hotelier moving its Hotel GMEs into the Region.

3. Hotelier's Applications for Approvals

3.1 Seeking of Approvals

- (a) The Hotelier shall use its best endeavours to obtain the Approvals from the Authorities and the Landlord (upon conditions acceptable to the Hotelier) as soon as reasonably possible after the making of this Deed.
- (b) The Hotelier is not required to appeal the refusal of any Approval or conditions imposed upon any Approval to VCAT or the Courts. However, the Hotelier may (in its absolute discretion) make such an appeal.
- (c) The Hotelier may (in its absolute discretion) waive in writing the need to obtain any one or more of the Approvals.

3.2 Club's Assistance

The Club shall provide all reasonable assistance to the Hotelier in obtaining the Approvals, including having all members of the Club's board appearing before the Gaming Commission.

4. Club's Removal from Region Approval

4.1 Seeking of Approval

Upon receiving a written request from the Hotelier, the Club shall use its best endeavours to obtain the Removal from Region Approval as soon as reasonably possible [but on the basis that its Club GMEs will only be removed from the Region simultaneously with the Hotelier's inclusion of its additional Hotel GMEs on its Venue Operator's Licence in relation to the Fyansford Hotel (that is, in the Region)].

5. Sunset Dates

5.1 First Sunset Date

If, by the First Sunset Date, any one or more of the Planning Approval, the Top-Up Approval, the Works Approvals and the Landlord Approvals:

- (a) has not been obtained (or been waived) by the Hotelier; or
- (b) has been granted or will only be granted upon conditions which are not acceptable to the Hotelier (in its absolute discretion);

then the Hotelier may (in its absolute discretion):

- (c) terminate this Deed by giving written notice of termination to the Club; or
- (d) extend the First Sunset Date by a further six (6) months by giving written notice of such extension to the Club provided that such written notice is given to the Club within fourteen (14) days after the expiry of the original First Sunset Date.

5.2 Extended First Sunset Date

If, by the Extended First Sunset Date (if applicable), any one or more of the Planning Approval, the Top-Up Approval, the Works Approvals and the Landlord Approvals:

- (a) has not been obtained (or been waived) by the Hotelier; or
- (b) has been granted or will only be granted upon conditions which are not acceptable to the Hotelier (in its absolute discretion),

then the Hotelier may (in its absolute discretion) terminate this Deed by giving written notice of termination to the Club.

5.3 Second Sunset Date

If, by the Second Sunset Date:

- (a) either of the Acquisition Approval or the Practical Completion of the Hotelier's Works has not been obtained (or waived by the Hotelier) or
- (b) the Acquisition Approval has been granted or will only be granted upon conditions which are not acceptable to the Hotelier (in its absolute discretion),

then the Hotelier may (in its absolute discretion) terminate this Deed by giving written notice of termination to the Club.

5.4 Termination by Club

- (a) If, by two (2) months after the First Sunset Date, any one or more of the Planning Approval, the Top-Up Approval, the Works Approvals and the Landlord Approvals has not been obtained (or been waived) by the Hotelier) and the Hotelier has neither terminated this Deed under clause 5.1(c) nor extended the First Sunset Date under clause 5.1(d), then the Club may give written notice to the Hotelier advising that unless the outstanding approvals are obtained (or waived) by the Hotelier within one (1) month of the date of the written notice, then this Deed is terminated.
- (b) If, by two (2) months after the Extended First Sunset Date (if applicable), any one or more of the Planning Approval, the Top-Up Approval, the Works Approvals and the Landlord Approvals has not been obtained (or been waived) by the Hotelier) and the Hotelier has not terminated this Deed under clause 5.2, then the Club may give written notice to the Hotelier advising that unless the outstanding approvals are obtained (or waived) by the Hotelier within one (1) month of the date of the written notice, then this Deed is terminated.

- (c) If, by two (2) months after the Second Sunset Date, either of the Acquisition Approval or the Practical Completion of the Hotelier's Works has not been obtained (or waived by the Hotelier) and the Hotelier has not terminated this Deed under clause 5.3, then the Club may give written notice to the Hotelier advising that unless the outstanding approval and the Practical Completion are obtained (or waived) by the Hotelier within one (1) month of the date of the written notice, then this Deed is terminated.
- (d) If the Club gives the written notice under clause 5.4(a) or 5.4(b) or 5.4(c) but the outstanding approval/s or Practical completion is obtained (or waived) by the Hotelier before the expiry of the notice period then the notice shall be of no effect and the parties shall continue with this Deed.

5.5 Termination of Deed

If this Deed is terminated under clause 5.1 or 5.2 or 5.3 or 5.4, then:

- (a) the Club shall remain entitled to the sponsorship amounts paid or payable to the Club under clause 6 insofar as they relate to the period before the termination of this Deed; and
- (b) each party shall otherwise be released from any further performance of its obligations under this Deed [save for its obligations under clause 7 (GST) and clause 9.3 (Confidentiality)] but shall not be released from liability for any existing breach by that party of this Deed.

6. Sponsorship of Club

6.1 Sponsorship Until Four Approvals Date

- (a) The **First Sponsorship Amount** means an amount of One Thousand, Six Hundred and Sixty-Six Dollars (\$1,666) per calendar month.
- (b) From the date of this Deed until the date upon which the last of the Approvals (except the Acquisition Approval) is obtained (or waived) by the Hotelier (the **Four Approvals Date**), the Hotelier shall pay the First Sponsorship Amount to the Club.
- (c) The First Sponsorship Amount shall be paid monthly in arrears with the first payment being payable on the day which is one calendar month after date of this Deed and the subsequent payments being payable on the same day in each subsequent month.
- (d) If the Four Approvals Date occurs part way through the month to which the payment relates then the amount of the final payment for that broken period shall be a pro-rata proportion of what would have been the amount of the payment for the whole month and shall be paid by the Hotelier to the Club within 14 days after the Four Approvals Date.

6.2 Sponsorship After Four Approvals Date

- (a) The **Second Sponsorship Amount** means an amount of Six Thousand, Two Hundred and Fifty Dollars (\$6,250) per calendar month.
- (b) From the Four Approvals Date until the Operative Date, the Hotelier shall pay the Second Sponsorship Amount to the Club.
- (c) The Second Sponsorship Amount shall be paid monthly in arrears with the first payment being payable on the day which is one calendar month after the Four Approvals Date and the subsequent payments being payable on the same day in each subsequent month.
- (d) If the Operative Date occurs part way through the month to which the payment relates then the amount of the final payment for that broken period shall be a pro-rata proportion of what would have been the amount of the payment for the whole month and shall be paid by the Hotelier to the Club within 14 days after the Operative Date.

6.3 Sponsorship After Operative Date

- (a) The **Third Sponsorship Amount** means:
 - (i) an amount of Ten Thousand Dollars (\$10,000.00) per calendar month; provided that
 - (ii) on each anniversary of the Operative Date, the amount per month of the Third Sponsorship Amount shall be adjusted in accordance with clause 6.4.
- (b) From the Operative Date for so long as the Gaming Commission requires that the Hotelier pay the Third Sponsorship Amount in return for being permitted to operate the additional twenty-eight (28) Gaming Machines at the Fyansford Hotel, the Hotelier shall pay the Third Sponsorship Amount to the Club.
- (c) The Third Sponsorship Amount shall be paid monthly in arrears with the first payment being payable on the day which is one calendar month after the Operative Date and the subsequent payments being payable on the same day in each subsequent month.
- (d) If the obligation to pay the Third Sponsorship Amount ceases (in full or part) part way through the month to which the payment relates then the amount of the final payment for that broken period shall be a pro-rata proportion of what would have been the amount of the payment for the whole month and shall be paid by the Hotelier to the Club within 14 days after the obligation to pay that Third Sponsorship Amount ceases.

6.4 CPI Adjustment

- (a) **Consumer Price Index** means the consumer price index published by the Australian Government Statistician under the heading All Groups, Melbourne.

- (b) On each anniversary upon which the Third Sponsorship Amount is to be adjusted under clause 6.3(a)(ii), the sponsorship amount shall be adjusted by reference to the Consumer Price Index using the following formula:

$$\text{New SA} = \text{Old SA} \times \frac{\text{CPIB}}{\text{CPIA}}$$

Where: "New SA" means the adjusted sponsorship amount (per month);

"Old SA" means the sponsorship amount (per month) before the adjustment;

"CPIA" means the Consumer Price Index number for the quarter immediately preceding the date which is twelve (12) months before the relevant anniversary.

"CPIB" means the Consumer Price Index number for the quarter immediately preceding the relevant anniversary.

- (c) If CPIB is not published until after the relevant anniversary, the adjustment is made when it is published but the adjustment takes effect from the relevant anniversary. In the meantime, the Hotelier must continue to pay the sponsorship amount at the old rate and, when the adjustment is made, the Hotelier must immediately pay any deficiency or the Club must immediately repay any excess.
- (d) If the base of the Consumer Price Index is changed between the two comparison dates an appropriate compensating adjustment must be made so that a common base is used.
- (e) If the Consumer Price Index is discontinued or suspended, then the calculation is to be made using whatever index is substituted for it. If no other index is substituted for it, the calculation is to be made using the index or calculation which the President of the Australian Property Institute, Victorian Division (acting as an expert and not as an arbitrator), determines is appropriate in the circumstances. This determination is binding.

6.5 Invoicing by Club for Sponsorship Amounts

The Club shall provide its Tax Invoice for each instalment of each Sponsorship Amount to the Hotelier at least fourteen (14) days before that instalment is payable by the Hotelier under this Deed.

6.6 Default Interest

If the Hotelier defaults in paying part or all of any instalment of any Sponsorship Amount and fails to rectify that default with seven (7) days after the Club gives written notice of that default to the Hotelier, then the Club may charge interest on the unpaid amount from the date it fell due for payment until the date it is paid at the rate which is 2% more than the rate from time to time fixed by the *Penalty Interest Rates Act 1983 (Vic)*.

6.7 Termination for Default

- (a) If the Hotelier defaults in paying part or all of any instalment of any Sponsorship Amount and fails to rectify that default with thirty (30) days after the Club gives written notice of that default to the Hotelier, then the Club may terminate this Deed by giving a written notice of termination to the Hotelier (provided that if the Hotelier rectifies that default before the giving of the written notice of termination, then such notice of termination will be of no effect).
- (b) If the Club defaults in the performance of its obligations under this Deed and fails to rectify that default with thirty (30) days after the Hotelier gives written notice of that default to the Club, then the Hotelier may terminate this Deed by giving a written notice of termination to the Club (provided that if the Club rectifies that default before the giving of the written notice of termination, then such notice of termination will be of no effect).

6.8 Termination of Deed

- (a) If this Deed is terminated (except due to the default of the Hotelier), then the Hotelier's obligation to provide sponsorship under this clause 6 also ends on the date of termination.
- (b) If such termination occurs part way through a period of sponsorship described in any of the above provisions of clause 6, then the Hotelier shall pay a pro-rata proportion of the sponsorship amount for that period within 14 days after the termination of this Deed.

6.9 Future Venue Operators

- (a) The Hotelier shall ensure that the obligation to pay the Third Sponsorship Amount shall be a condition of the Top Up Approval so that it binds future venue operators at the Fyansford Hotel.
- (b) If the Hotelier sells or otherwise transfers the business of the Fyansford Hotel to another venue operator, the Hotelier shall cease to be obliged to pay any Third Sponsorship Amount to the Club in relation to the period after the completion of such sale or other transfer.

7. Goods and Services Tax

7.1 Application of clause

This clause only applies to supplies under this Deed that are Taxable Supplies.

7.2 Amounts for payment expressed exclusive of GST

Each amount payable by a party for a Taxable Supply made by the other party under this Deed is expressed as a GST exclusive amount.

7.3 Payment of GST

The party liable to pay for a Taxable Supply made under this Deed must also pay the amount of any GST payable in respect of the Taxable Supply on the date on which payment for the Taxable Supply is due.

7.4 Reimbursements

If this Deed requires a party to pay an amount of an expense or liability (**reimbursement expense**) incurred by the other party (**payee**) to a third party, the reimbursable expense must be net of any Input Tax Credit to which the payee is entitled in relation to it.

7.5 Tax Invoice

A party is not obliged under clause 7.3 to pay GST on a Taxable Supply to it until given a valid Tax Invoice for the Taxable Supply, except where this Deed constitutes a Tax Invoice.

7.6 No merger

This clause 7 will not merge on completion or termination of this Deed.

8. Notices

Any notice or other communication including any request, demand, consent or approval, to or by a party to this Deed:

- (a) must be in legible writing and in English;
- (b) must be signed by the party giving it or the party's authorised officer, attorney or solicitor;
- (c) must be left or posted by prepaid post to the address of the addressee as specified in this Deed, or if the addressee notifies another address for receipt of documents then at or to that address; and
- (d) is deemed as being received by the addressee:
 - (i) if hand delivered, when delivered to the addressee;
 - (ii) if posted, 2 Business Days from and including the date of postage to the addressee, or

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00 pm (addressee's time) then it is regarded as received at 9.00 am on the following Business Day.

9. General

9.1 Approval and consents

The Hotelier may conditionally or unconditionally give or withhold its approval or consent in its absolute discretion unless this Deed expressly provides otherwise.

9.2 Assignment

- (a) The Club will not assign its rights or obligations under this Deed without the prior written consent of the Hotelier.
- (b) The Hotelier may assign its rights and obligations under this Deed to any person to whom it sells or assigns the business of the Fyansford Hotel (the **Assignee**) on and from the completion of that sale or assignment. The Hotelier may require the Club to enter into deed with the Hotelier and the Assignee, prior to or at the time of the completion of such an assignment, and upon such terms and conditions are reasonably required by the Hotelier confirming that, from the completion of such assignment:
 - (i) the Hotelier's rights and obligation under this Deed are assigned to the Assignee (including the Hotelier's rights under this clause);
 - (ii) the Hotelier is released from its rights and obligations under this Deed; and
 - (iii) the Club's obligations are henceforth owed to the Assignee.

9.3 Confidentiality

This Deed and all matters relating to it will be treated by the parties as confidential.

9.4 Costs

Each party will pay its own legal costs, charges and expenses of and incidental to the negotiation, preparation, execution and completion of this Deed.

9.5 Counterparts

This Deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

9.6 Entire agreement

This Deed constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

9.7 Further assurances

Each party must promptly execute all documents and do all things necessary or desirable to give full effect to the arrangements contained in this Deed.

9.8 No merger

Any right or obligation of any party that is expressed to operate or have effect or capable of having effect on or after the completion, expiration or termination of this Deed for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

9.9 Severance

If any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this Deed without affecting the enforceability, validity or legality of the remaining clauses which will continue in full force and effect.

9.10 Time of essence

Time is of the essence for the purposes of any time limit stated in this Deed.

9.11 Variation

A variation of any term of this Deed must be in writing and signed by the parties.

9.12 Waiver

A right created by this Deed cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

9.13 Governing law and jurisdiction

- (a) This Deed is governed by the laws of Victoria.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.

9.14 Execution Electronically

- (a) Each party consents to execution of this Deed by any signatory by an electronic signature.
- (b) Where this Deed is electronically signed by a signatory, the signatory warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the signatory or the relevant party (as the case may be) intends to be bound by the electronic signature.
- (c) This Deed may be electronically signed in any number of counterparts which together will constitute the one document.
- (d) Each party consents to the exchange of counterparts of this Deed by delivery by email or such other electronic means as may be agreed in writing.

EXECUTED AS A DEED:

EXECUTED by PJ COOK
INVESTMENTS PTY LTD MON 200




Patricia Donohue
Name of Director (please print)

Stephen Brennan
Name of Director/Company Secretary
(please print)


The Common Seal of **BELREC INC**
REG NO A0012053A was hereunto
affixed in accordance with its Rules in
the presence of:



Vice-President

Paul Adrian De Deyser
Full Name


Treasurer

Jack Solly McNamara
Full Name


Usual Address


Usual Address



QUOTE

Plumbing Logistics
PO Box 307
BANNOCKBURN VIC 3331
AUSTRALIA
ABN: 46600278822

Date
18 Dec 2024

Expiry
17 Jan 2025

Quote Number
QU-0170

Reference
Bell Park Football Club

AHILLI PTY LTD
60 BRUMOR PLACE
WAURN PONDS VIC 3216
brett@deboerbuilders.com.au
ABN 28 620 161 973
ACN 151 808 007
CDB-U 58678
CCB-L 56658

Alterations to Bell Park Football Club rooms

Description	Quantity	Unit Price	GST	Amount AUD
Quote for the alterations of the Bell Park Football Club clubrooms as detailed below- Removal of wall between entry and gaming room. Removal of wall between gaming room and bistro area. Plans Engineering Permits New carpet tiles - entry, gaming area, bistro. Plastering / making good to areas where walls have been removed. Painting internally to all areas excluding kitchen and toilets. Electrical works as required as part of wall removal. Rubbish removal.	1.00	142,900.00	10%	142,900.00
This price is subject to engineering assessment of walls needing to be removed and if structural works are required the quote will be subject to a revision.				
Exclusions - Anything not listed above				
Supply and install doors to replace existing window approx. 3m high x 5m wide. Outside area to be confirmed if steps are required. No allowance has been made for this.	1.00	25,000.00	10%	25,000.00
Subtotal				167,900.00
TOTAL GST 10%				16,790.00
TOTAL AUD				184,690.00