

**MOUNT BARKER-HAHNDORF GOLF CLUB  
INCORPORATED**

A39653

Trading as Aston Hills Golf Club



**ASTON HILLS  
GOLF CLUB**

*at Mount Barker*

**CONSTITUTION**

**APRIL 2024**

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## 1. Introductory provisions

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### 1.1. Definitions

#### 1.1.1. In this constitution:

- a. **Act** means the *Associations Incorporation Act 1985 (SA)* as modified and amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the club;
- b. **by lot** means making a determination or choice by lottery. For example, conducting a draw at random;
- c. **casual vacancy**, on the management committee, means a vacancy that occurs when a management committee member resigns, dies or otherwise stops holding office, or a vacancy that occurs if no candidate is elected to any vacant management committee position at a general meeting;
- d. **club** means Mount Barker-Hahndorf Golf Club Incorporated, the incorporated association to which this constitution applies;
- e. **constitution** means rules as defined in the Act;
- f. **general meeting** means a meeting of the club's eligible voting members and includes all general meetings (annual general meetings, general meetings and special general meetings);
- g. **imprest system** means the management of funds in an account whereby a fixed balance is maintained by regular replenishments;
- h. **majority** means more than half of all eligible voting members present, eligible to vote and voting at a management committee meeting or a general meeting;
- i. **member** means a person who has been duly accepted as such by the management committee in accordance with this constitution;
- j. **membership fee** means a fee payable to the club for the receipt of membership rights and privileges;
- k. **present** means:
  - i at a management committee meeting, see clause 7.1.5; or
  - ii at a general meeting, see clause 8.4.2.
- l. **quorum** means the minimum number of eligible voting members who must be present at a management committee meeting or general meeting in order to constitute a valid meeting;
- m. **remuneration**:
  - i includes salary, allowance and other entitlements; and
  - ii does not include reimbursement of out-of-pocket expenses.
- n. **signed** means agreed in writing;

- o. **special resolution** means a resolution that is passed at a general meeting by the votes of at least 75% of the members who are present, eligible to vote and voting;
  - p. **surplus assets** means the assets after payment of the debts and liabilities remaining on a winding-up of the club and the costs, charges and expenses of the winding-up;
  - q. **written / in writing** means, unless the contrary intention appears, all forms of visible words, including printed, hard copy or electronic formats.
- 1.1.2. Words importing the singular include the plural where context requires or permits.

## 1.2. Name

- 1.2.1. The name of the club is Mount Barker-Hahndorf Golf Club Incorporated.

## 1.3. Associations Incorporation Act 1985

- 1.3.1. In this constitution, unless the context requires otherwise, an expression has, in a provision of this constitution that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act.

## 1.4. Interpretation

- 1.4.1. The management committee has authority to interpret the meaning of this constitution and any matter relating to the club on which the constitution is silent, but any interpretation must have regard to the Act.

## 2. Objects and powers

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### 2.1. Objects

- 2.1.1. The objects of the club are to:
- a. foster, encourage, promote, support and manage the game of golf;
  - b. abide by the rules regulating the conduct of golf;
  - c. foster a safe, fair and inclusive environment and encourage a sense of community spirit and social interaction amongst members and visitors;
  - d. establish and maintain facilities and amenities for the benefit, social comfort and advancement of the club, its members and visitors;
  - e. affiliate with Golf Australia and such other bodies as the club deems fit;
  - f. adopt and abide by the provisions of the Golf Australia Member Protection Policy;

- g. do such things as are incidental or conducive to the attainment of any or all of these objects.

## **2.2. Powers**

- 2.2.1. The club shall have all the powers conferred by section 25 of the Act to further the objects of the club.

## **3. Membership**

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### **3.1. Classes of membership**

- 3.1.1. The membership of the club consists of the following classes:

- a. full:

- i full members must be at least 18 years of age, support the objects of the club and abide by the club's constitution, bylaws and policies;
- ii full members are entitled to vote at general meetings of the club;
- iii full members are eligible for election to the management committee;
- iv sub-classes of full membership, with definitions, may be outlined in the club's bylaws.

- b. restricted:

- i restricted members must be at least 18 years of age, support the objects of the club and abide by the club's constitution, bylaws and policies;
- ii restricted members are not entitled to vote at general meetings of the club;
- iii restricted members are not eligible for election to the management committee;
- iv sub-classes of restricted membership, with definitions, may be outlined in the club's bylaws.

- c. junior:

- i junior members must be below the age of 18 years, support the objects of the club and abide by the club's constitution, bylaws and policies;
- ii junior members are not entitled to vote at general meetings of the club;
- iii junior members are not eligible for election to the management committee;

- iv sub-classes of junior membership, with definitions, may be outlined in the club's bylaws.
- d. honorary:
  - i honorary members must support the objects of the club and abide by the club's constitution, bylaws and policies;
  - ii honorary membership may be bestowed by the management committee upon any person who the management committee deems suitable;
  - iii honorary members are not entitled to vote at general meetings of the club;
  - iv honorary members are not eligible for election to the management committee;
  - v honorary members are not required to pay membership fees to the club.
- e. life:
  - i life members must support the objects of the club and abide by the club's constitution, bylaws and policies;
  - ii life membership is open to any person who has rendered extraordinary and meritorious service to the club and meets the selection criteria as outlined in the club's bylaws;
  - iii any two members, who are full or life members, may nominate an eligible member for life membership;
  - iv nominations for life membership must be in writing, signed by the members making the recommendation and received by the management committee no less than 14 days prior to the annual general meeting;
  - v on the management committee's approval of the recommendation, the nominee will be proposed for election as a life member at the annual general meeting;
  - vi life members must be elected by the passing of a special resolution;
  - vii life members, who have attained 18 years of age, are entitled to vote at general meetings of the club;
  - viii life members, who have attained 18 years of age, are eligible for election to the management committee.
- 3.1.2. The number of members in all classes of membership is unlimited.
- 3.1.3. A right, privilege or obligation which a person has by reason of being a member of the club is not capable of being transferred or transmitted from one person to another person.

- 3.1.4. Notwithstanding the membership rights and privileges listed in clause 3.1.1, any person who is a current employee of the club shall not be eligible to hold office as a management committee member.

### **3.2. Patrons**

- 3.2.1. One or more patrons may be nominated by the management committee and appointed by the members present and voting at an annual general meeting.
- 3.2.2. At each annual general meeting of the club, any patron is deemed to have retired from their position, but is eligible, on nomination by the management committee, for re-appointment.
- 3.2.3. A patron is not entitled to vote at general meetings of the club and is not eligible for election to the management committee, unless they are also an otherwise eligible member.

### **3.3. Fees and levies**

- 3.3.1. Life members and honorary members are not required to pay membership fees to the club.
- 3.3.2. The membership fees for each class of membership, other than life membership and honorary membership, are:
  - a. the amounts decided by the management committee; and
  - b. payable when, and in the way, the management committee decides.
- 3.3.3. The management committee may waive or discount the membership fees payable by any member.
- 3.3.4. The management committee may at any time impose a levy upon all or any members in any amount and upon such payment terms as the management committee may think fit.
- 3.3.5. A member who has any membership fee, other fee or levy in arrears for a period of two months may have their membership immediately terminated or suspended.
- 3.3.6. A member who has their membership terminated or suspended under clause 3.3.5 continues to be liable to pay any unpaid membership fee, other fee or levy.

### **3.4. Application for membership**

- 3.4.1. An application for membership must be:
  - a. in writing; and
  - b. in the form decided by the management committee; and



- c. accompanied by any other documents or evidence of qualification for membership, as determined by the management committee from time to time.

### **3.5. Admission and rejection of new members**

- 3.5.1. The management committee must consider an application for membership at the next management committee meeting held after it receives:
  - a. the application for membership; and
  - b. the appropriate membership fees for the application.
- 3.5.2. The management committee must decide at the meeting whether to accept or reject the application.
- 3.5.3. If a majority of the management committee members present, eligible to vote and voting at the meeting vote to accept the applicant as a member, the applicant must be accepted as a member in the class of membership applied for.
- 3.5.4. If the management committee decides to reject an application, they must, as soon as practicable, give the applicant notice of the decision in a manner determined by the management committee, provide clear reasoning for the rejection and refund any membership fees paid by the person.
- 3.5.5. An applicant whose application for membership has been rejected has no right of appeal against their rejection under this clause.

### **3.6. Membership renewal and re-joining**

- 3.6.1. Existing members, other than life members, will be invited to renew their annual membership each year, in accordance with the timeframes and procedures set down by the management committee from time to time.
- 3.6.2. Members acknowledge and agree that membership renewal is not automatic.
- 3.6.3. A member who has resigned from the club or otherwise forfeited their membership and later desires to re-join may be subject to the same process of admission to membership as any new member who has not previously been a member of the club.
- 3.6.4. If the management committee decides to reject a member's application to renew their membership, they must, as soon as practicable, give the applicant notice of the decision.
- 3.6.5. An existing member whose application for membership renewal has been rejected has the right of appeal against the rejection in accordance with clause 4.3.

### **3.7. Leave of absence**

- 3.7.1. The management committee shall have the power to grant any member leave of absence.
- 3.7.2. The management committee may make special arrangements regarding the membership fee payable by any member granted leave of absence.

### **3.8. Club registers**

- 3.8.1. The management committee must keep a register of members of the club.
- 3.8.2. The register must include the following particulars for each member:
  - a. the full name of the member;
  - b. the postal or residential address of the member;
  - c. contact details of the member;
  - d. the date of admission as a member;
  - e. the date of death or time of resignation of the member;
  - f. details about the termination or reinstatement of membership;
  - g. any other particulars the management committee or the members at a general meeting decide.
- 3.8.3. The register of members is open for inspection only by the management committee and any other person approved by the management committee.
- 3.8.4. If the club holds a liquor licence and/or gaming licence, the management committee must ensure that all required registers are kept, in accordance with relevant liquor and gaming legislation.

### **3.9. Prohibition on use of information on register of members**

- 3.9.1. A member of the club must not:
  - a. use information obtained from the register of members of the club to contact, or send material to, another member of the club for the purpose of advertising for political, religious, charitable or commercial purposes; or
  - b. disclose information obtained from the register to someone else, knowing that the information is likely to be used to contact, or send material to, another member of the club for the purpose of advertising for political, religious, charitable or commercial purposes.

## **4. Resignation, discipline, appeals and grievances**

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### **4.1. Resignation of a member**

- 4.1.1. A member may resign from the club by giving a written notice of resignation to the management committee.
- 4.1.2. The resignation takes effect at:
  - a. the time the notice is received by the management committee; or
  - b. if a later time is stated in the notice, the later time.

### **4.2. Discipline**

- 4.2.1. The management committee may take action to suspend or terminate a member's membership if it is determined that the member has:
  - a. been convicted of an indictable offence; or
  - b. breached, failed, refused or neglected to comply with a provision of this constitution, the club's bylaws or any resolution or determination of the management committee or any duly authorised subcommittee; or
  - c. acted in a manner injurious or prejudicial to the character and interests of the club; or
  - d. brought themselves, the club, any other member or the sport into disrepute.
- 4.2.2. If the management committee proposes to suspend or terminate a member's membership, they must, within seven days after the decision, give the member written notice:
  - a. setting out the proposed suspension or termination of membership by the management committee and the grounds on which it is based;
  - b. stating that the member may address the management committee at a meeting to be held not earlier than seven days and not later than 28 days after the service of the notice;
  - c. stating that the member may bring a support person to that meeting, provided that any such support person must not be a legal practitioner;
  - d. stating the date, time and place of that meeting;
  - e. informing the member that the member may do either or both of the following:
    - i attend and speak at that meeting;
    - ii submit to the management committee at or before the date of that meeting written representations relating to the decision.
  - f. setting out the member's appeal rights.

- 4.2.3. Before the management committee terminates or suspends a member's membership, the management committee must:
  - a. give the member a full and fair opportunity to make verbal representations at a meeting as mentioned in clause 4.2.2.b;
  - b. give due consideration to any written representations submitted to the management committee by the member at or before the meeting mentioned in clause 4.2.2.b.
- 4.2.4. If, after considering all representations made by the member, the management committee decides by resolution to suspend or terminate the membership, they must, within seven days of the meeting mentioned in clause 4.2.2.b, give the member a written notice of the decision.
- 4.2.5. Nothing in this constitution shall prevent the management committee from immediately suspending a member's right to participate in club activities in circumstances considered by the management committee to warrant such immediate action, pending the process outlined in clauses 4.2.2 - 4.2.4.

#### **4.3. Appeal against rejection, suspension or termination of membership**

- 4.3.1. A person whose membership has been terminated or suspended, or whose application to renew their membership has been rejected, may give the management committee written notice of their intention to appeal against the decision.
- 4.3.2. A notice of intention to appeal must be received by the management committee within seven days after the person receives written notice of the decision.
- 4.3.3. Within seven days of the management committee receiving a notice of intention to appeal, they shall appoint an appeals panel comprising up to three people, other than management committee members, which may include a barrister or solicitor who would act as chairperson of the appeals panel.

#### **4.4. Appeals panel to decide appeal**

- 4.4.1. The appeals panel must hold the appeal meeting within 28 days after the management committee receives the notice of intention to appeal.
- 4.4.2. At the appeal meeting, the appellant must be given a full and fair opportunity to show why the membership should not be terminated or suspended, or why their application to renew their membership should not be rejected.
- 4.4.3. Also, the management committee must be given a full and fair opportunity to show why the membership should be terminated or suspended, or why the application to renew membership should be rejected.

- 4.4.4. An appeal must be decided by a majority vote of the appeals panel.
- 4.4.5. Where a decision of the management committee to suspend or terminate a member's membership is set aside by the appeals panel, the membership shall be reinstated to the member's former level of membership without payment of any further fee.
- 4.4.6. Where a decision of the management committee to reject a person's application to renew their membership is set aside by the appeals panel, the membership renewal shall be granted subject to the payment of any fees due.

#### **4.5. Grievance procedure**

- 4.5.1. This grievance procedure applies to disputes between:
  - a. a member and another member;
  - b. a member and the management committee;
  - c. a member and the club.
- 4.5.2. The parties to a dispute shall attempt to resolve the dispute between themselves within 14 days of the dispute coming to the attention of each party.
- 4.5.3. If the parties to a dispute are unable to resolve the dispute between themselves within 14 days, the parties shall within a further ten days:
  - a. notify the management 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.
- 4.5.4. The mediator may be:
  - a. a person or external agency 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 management committee; or
    - ii. if the dispute is between a member and the management committee or the club, a suitable external agency.
- 4.5.5. A mediator may be a member or former member of the club or another person but in any case, must not be a person who:
  - a. has a personal interest in the dispute; or
  - b. is biased against, or in favour of, any party.
- 4.5.6. The mediator to the dispute, in conducting the mediation, must ensure that natural justice is afforded to the parties throughout the mediation process.

- 4.5.7. If the mediation process does not resolve the dispute, the management committee may take whatever steps it considers appropriate in the best interests of the club and the members concerned.
- 4.5.8. A member may appoint another person to act on their behalf during a grievance procedure and at mediation, provided that any such appointed person must not be a legal practitioner.
- 4.5.9. This procedure does not apply to any appeal by a member against a decision made in accordance with the disciplinary procedure outlined in clause 4.2.
- 4.5.10. 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.
- 4.5.11. If a member has initiated a grievance procedure in relation to a dispute between the member and the management committee or the club, the club must not take disciplinary action against any of the following people in relation to the matter which is the subject of the grievance procedure until the grievance procedure has been completed:
  - a. the member who initiated the grievance procedure; or
  - b. a member of the club appointed to act on behalf of the member who initiated the grievance procedure under clause 4.5.8.
- 4.5.12. The management committee may prescribe additional grievance procedures, which are consistent with this constitution, in the club's bylaws.

## **5. The management committee, subcommittees and delegation**

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### **5.1. Membership of management committee**

- 5.1.1. The management committee of the club shall comprise the following positions:
  - a. president;
  - b. treasurer;
  - c. captain; and
  - d. between two and six general members elected at a general meeting.
- 5.1.2. Consistent with Golf Australia's gender equality principles, women will be actively encouraged and supported to nominate for positions on the management committee.
- 5.1.3. The management committee shall determine the number of general members to be elected as per clause 5.1.1.d, annually.
- 5.1.4. A management committee member must be a member of the club.

## **5.2. Terms of office**

- 5.2.1. Subject to clause 5.2.2, the term of office for management committee members is two years.
- 5.2.2. Management committee members shall remain in office from the conclusion of the annual general meeting at which they were elected until the second annual general meeting following their election, but are eligible, on nomination, for re-election.
- 5.2.3. The management committee shall have the power to determine the sequence of retirements for management committee members to ensure rotational terms, whereby approximately one half of the management committee members retire in each year.

## **5.3. Functions and duties of management committee**

- 5.3.1. The management committee must take all reasonable steps to ensure that the club complies with its obligations under the Act and this constitution.
- 5.3.2. Subject to this constitution, the management committee has the general control and management of the administration of the affairs, property and funds of the club.
- 5.3.3. The management committee may exercise all the powers of the club except any powers that the Act or this constitution requires the club to exercise at a general meeting.
- 5.3.4. The management committee has the power to enforce the observance of all clauses in this constitution and any bylaws made by the management committee.
- 5.3.5. A management committee member must exercise their powers and discharge their duties in good faith, in the best interests of the club for proper purpose and with a degree of care and diligence that a reasonable person would exercise in the circumstances.
- 5.3.6. A management committee member must not improperly use their position, or information obtained as a management committee member, to:
  - a. gain a benefit or material advantage; or
  - b. cause detriment to the club.
- 5.3.7. Management committee members have a duty to prevent insolvent trading.

## **5.4. Powers to be exercised at a general meeting**

- 5.4.1. In accordance with clause 5.3.3 the management committee may exercise all the powers of the club except any powers that this constitution requires the club to exercise at a general meeting.

- 5.4.2. The management committee does not have the power to sell, exchange or finally dispose of, as a whole, the club's freehold real estate for any purpose, apart from the establishment of a comparable golfing facility within the environs of Mt Barker in South Australia, without first obtaining the consent of the members by the passing of a special resolution at a general meeting.

## **5.5. Delegation**

- 5.5.1. The management committee may delegate any of its powers and authorities, duties and functions to any person or to any subcommittee except:
  - a. the power to delegate; or
  - b. a function that is a duty imposed on the management committee by the Act or by any other law.
- 5.5.2. Despite any delegation under this clause, the management committee may continue to exercise all its functions, including any function that has been delegated and remains accountable for the exercise of those functions at all times.

## **5.6. Appointment of subcommittees**

- 5.6.1. The management committee may create and dissolve any subcommittees considered appropriate by the management committee to help with the conduct of the club's operations.
- 5.6.2. Subcommittees shall have such membership, powers and duties as the management committee shall confer on them, or which the management committee shall delegate to them.
- 5.6.3. A subcommittee may meet and adjourn as it considers appropriate, or as requested by the management committee.
- 5.6.4. A member of a subcommittee who is not a management committee member is not entitled to vote at a management committee meeting.
- 5.6.5. Subject to the management committee's absolute control and supervision, each subcommittee of the club may manage its own affairs but must make regular reports to the management committee, or otherwise as the management committee may require from time to time.
- 5.6.6. Each subcommittee must promptly and regularly produce its meeting minutes and records for inspection by or on behalf of the management committee.
- 5.6.7. A subcommittee of the club must in the exercise of those powers delegated to it, conform to any regulation or restriction that the management committee may impose upon it from time to time.
- 5.6.8. The president may by virtue of their office be an ex-officio member of any subcommittee.



## 5.7. Acts not affected by defects or disqualifications

- 5.7.1. An act performed by the management committee, a subcommittee or a person acting under the direction of the management committee is taken to have been validly performed.
- 5.7.2. Clause 5.7.1 applies even if the act was performed when:
  - a. there was a defect, informality or irregularity in the appointment of a management committee member, subcommittee member or person acting under the direction of the management committee; or
  - b. there was an irregularity in the convening or conduct of any management committee meeting, subcommittee meeting or general meeting that was not discovered until after the conclusion of that meeting; or
  - c. a management committee member, subcommittee member or person acting under the direction of the management committee was disqualified from being a member.

## 6. Election, appointment and vacancies on management committee

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### 6.1. Electing the management committee

- 6.1.1. A management committee member may only be elected as follows:
  - a. the management committee calls for nominations for management committee positions at least 42 days before the general meeting at which the election is to be held;
  - b. any two members of the club, who are eligible to vote at general meetings, may nominate another eligible member (the ***candidate***) to serve as a management committee member;
  - c. nominations must be:
    - i in writing; and
    - ii signed by the candidate and the members who nominated them; and
    - iii received by the management committee at least 28 days before the annual general meeting.
  - d. balloting lists must be prepared, containing the names of the candidates in order determined by lot, and made available to members of the club at least 14 days before the general meeting;
  - e. each member, who is eligible to vote at general meetings, may vote for their preferred candidate for each vacant management committee position;
  - f. votes cast in advance of the general meeting must be received by the management committee no later than 12 noon on the Friday before the general meeting;

- g. any equality in voting is decided as follows:
  - i if there are two or more candidates for a vacant management committee position and two or more candidates receive an equal number of votes, the successful candidate is determined by lot.
  - h. if there is only one candidate for a vacant management committee position, the candidate is declared elected if approved by a majority of members voting on that position. If the candidate is not approved, a casual vacancy is deemed to have occurred in that position;
  - i. if there are no candidates nominated for a vacant management committee position, a casual vacancy is deemed to have occurred in that position;
  - j. the results of management committee elections are announced at the annual general meeting, with the members elected taking office upon conclusion of the annual general meeting.
- 6.1.2. A person may be a candidate only if the person:
  - a. is at least 18 years of age; and
  - b. is eligible to be elected as a management committee member under the Act; and
  - c. has had a *Working with Children Check* conducted in the past five years and is not prohibited from working with children or agrees to undertake a *Working with Children Check* immediately upon being elected to the management committee.

## **6.2. Resignation, removal or vacation of office of management committee member**

- 6.2.1. A management committee member may resign from the management committee by giving written notice of resignation.
- 6.2.2. The resignation takes effect at:
  - a. the time the notice is received by the management committee; or
  - b. if a later time is stated in the notice, the later time.
- 6.2.3. A management committee member may be removed from office at a general meeting of the club if a majority of the members present, eligible to vote and voting at the meeting vote in favour of removing the member.
- 6.2.4. Before a vote is taken about removing the member from office, the member must be given a full and fair opportunity to show why they should not be removed from office.
- 6.2.5. Also, members present must be given a full and fair opportunity to show why the management committee member should be removed from office.

- 6.2.6. A management committee member shall vacate office if that person:
- a. dies; or
  - b. becomes disqualified from being a management committee member under the Act; or
  - c. becomes of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health; or
  - d. is convicted of an indictable offence or is made bankrupt; or
  - e. is absent from three consecutive management committee meetings without approval of the management committee; or
  - f. becomes an employee of the club; or
  - g. does not agree to undergo a criminal history check or is disqualified as a result of such a check, if the management committee requests the member to undergo a criminal history check; or
  - h. if the person is required to undergo a *Working with Children Check* and:
    - i is not eligible to undergo the check; or
    - ii does not agree to undergo the check; or
    - iii is prohibited from working with children as a result of the check.
- 6.2.7. A management committee member has no right of appeal against their removal from office under this clause.
- 6.2.8. Any management committee member who has their membership of the club terminated or suspended may not return to the office vacated by them for the remainder of the term for that position.
- 6.2.9. Clause 6.2.8 does not apply in the case of any decision of the management committee to suspend or terminate a member's membership, which is subsequently set aside by an appeals panel.

### **6.3. Vacancies on management committee**

- 6.3.1. If a casual vacancy occurs on the management committee, the continuing members of the management committee may appoint another member of the club to fill the vacancy for the remainder of the term for that position.
- 6.3.2. If the number of management committee members is less than the number fixed under clause 7.3.1 as a quorum of the management committee, the continuing members of the management committee may act only to:
- a. increase the number of management committee members to the number required for a quorum; or

- b. call a general meeting of the club.

## **7. Meetings of the management committee**

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### **7.1. Management committee meetings**

- 7.1.1. Subject to this clause, the management committee may meet and conduct its proceedings as it considers appropriate.
- 7.1.2. The management committee must decide how a meeting is to be called.
- 7.1.3. Notice of a meeting is to be given in the way decided by the management committee.
- 7.1.4. The management committee may hold meetings, or permit a management committee member to take part in its meetings, by using any technology that reasonably allows the member to hear and take part in discussions as they happen.
- 7.1.5. A management committee member who participates in the meeting as mentioned in clause 7.1.4 is taken to be present at the meeting.
- 7.1.6. Each management committee member present is entitled to one vote only.
- 7.1.7. A question arising at a management committee meeting is to be decided by a majority vote of management committee members present, eligible to vote and voting at the meeting and, if the votes are equal, the question is decided so as to maintain the status quo.
- 7.1.8. The president is to preside as chairperson at a management committee meeting.
- 7.1.9. If there is no president or if the president is not present within 30 minutes after the time fixed for a management committee meeting, the members may choose one of their number to preside as chairperson at the meeting.

### **7.2. Minutes of management committee meetings**

- 7.2.1. The management committee must ensure full and accurate minutes of all questions, matters, resolutions and other proceedings of each management committee meeting are entered in a minute book, which may be in electronic format.
- 7.2.2. To ensure the accuracy of the minutes, the minutes of each management committee meeting must be signed by the chairperson of the meeting, or the chairperson of the next management committee meeting, verifying their accuracy.
- 7.2.3. If asked by a member of the club, the management committee must, within 28 days after the request is made make the minutes for a management committee meeting available for inspection by the member at a mutually agreed time and place.

- 7.2.4. However, at all times the management committee retains the right to redact any sensitive or confidential information from the management committee meeting minutes prior to making them available for inspection.

### **7.3. Quorum for, and adjournment of, management committee meeting**

- 7.3.1. At a management committee meeting, more than 50% of the members elected to the management committee as at the close of the last general meeting form a quorum.
- 7.3.2. If there is no quorum within 30 minutes after the time fixed for a management committee meeting:
  - a. the meeting is to be adjourned for at least one day; and
  - b. the members of the management committee who are present are to decide the day, time and place of the adjourned meeting.
- 7.3.3. If, at an adjourned meeting mentioned in clause 7.3.2, there is no quorum within 30 minutes after the time fixed for the meeting, the meeting lapses.

### **7.4. Resolutions of management committee without meeting**

- 7.4.1. A written resolution agreed in writing by a majority of the members of the management committee is as valid and effectual as if it had been passed at a management committee meeting that was properly called and held.
- 7.4.2. Such a resolution may be validly transmitted and agreed in writing electronically.
- 7.4.3. A resolution mentioned in clause 7.4.1 may consist of several documents in like form, each agreed in writing by one or more members of the management committee.

### **7.5. Material personal interests**

- 7.5.1. The management committee shall cause to be kept and updated from time to time a register of declared personal interests of management committee members.
- 7.5.2. A management committee member who has a material personal interest in a matter being considered at a management committee meeting must:
  - a. as soon as the member becomes aware of the interest, disclose the nature and extent of the interest to the management committee;
  - b. not be present while the matter is being considered at the management committee meeting;
  - c. not vote on the matter; and
  - d. disclose the nature and extent of the interest at the next general meeting of the club.

- 7.5.3. The interest must be recorded in the minutes of the management committee meeting at which the disclosure is made and also in the register of declared interests of management committee members.
- 7.5.4. Clause 7.5.2 does not apply to a material personal interest:
- a. that exists only because the member belongs to a class of person for whose benefit the club is established; or
  - b. that the member has in common with all, or a substantial proportion of, the members of the club.
- 7.5.5. Clause 7.5.2 does not apply if the management committee, other than the members who have a material personal interest in the matter, decide the member who has a material personal interest in the matter may:
- a. be present while the matter is being considered at the meeting; or
  - b. vote on the matter.
- 7.5.6. If the management committee decides under clause 7.5.5 that a management committee member who has a material personal interest in a matter may be present at a meeting while the matter is being considered, or may vote on the matter, the management committee must ensure that:
- a. the decision is recorded in the minutes of the management committee meeting and disclosed at the next general meeting of the club; and
  - b. details of the decision are given to a member of the club, if requested by the member.

## **8. Meetings of members**

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### **8.1. Annual general meetings**

- 8.1.1. The club's annual general meeting must be held within five months after the end date of the club's reportable financial year.
- 8.1.2. Subject to the Act, the following business must be conducted at each annual general meeting of the club:
- a. presentation of a written report of the club's operations throughout the year;
  - b. receiving and adopting the club's financial statement, and audit report, for the last reportable financial year;
  - c. electing management committee members;
  - d. appointing an auditor or an accountant for the present financial year;
  - e. appointing one or more patrons, if applicable;

- f. in accordance with clause 7.5, disclosure of the nature and extent of material personal interests of management committee members, if applicable.

## **8.2. General meetings**

- 8.2.1. The management committee must call a general meeting by giving each member of the club written notice of the meeting within 14 days after:
  - a. being directed to call the meeting by the management committee; or
  - b. being given a written request signed by at least 10% of the number of members of the club who are entitled to vote at general meetings when the request is signed.
- 8.2.2. A request mentioned in clause 8.2.1.b must state any proposed resolution to be considered at the general meeting.
- 8.2.3. A general meeting must be held within 28 days after the management committee is directed or requested to call the meeting as mentioned in clause 8.2.1.
- 8.2.4. Subject to clause 8.2.5, written notice of a general meeting must be provided to each member of the club at least 14 days before the date of the general meeting.
- 8.2.5. Written notice of a general meeting at which a special resolution is proposed must be provided to each member of the club at least 21 days before the date of the general meeting.
- 8.2.6. A notice of a general meeting must state the business to be conducted at the meeting and must specify the date, time and place for the meeting.
- 8.2.7. If the management committee do not within 28 days from the date of receipt of the request mentioned in clause 8.2.1.b duly proceed to call the meeting, the members who made the initial request (or any of them) may themselves call and arrange to hold the meeting.
- 8.2.8. Any meeting called by the members under clause 8.2.7 must be called in the same manner as that in which meetings are called by the management committee, and must be held not later than three months from the date of receipt of the request mentioned in clause 8.2.1.b.
- 8.2.9. All reasonable expenses of convening and conducting such a meeting shall be borne by the club.

## **8.3. Quorum for, and adjournment of, general meeting**

- 8.3.1. The quorum for an annual general meeting and for a general meeting called at the direction of the management committee under clause 8.2.1.a is at least 5% of the club's members who are entitled to vote at general meetings.

- 8.3.2. The quorum for a general meeting called on the request of members under clause 8.2.1.b is at least 10% of the club's members who are entitled to vote at general meetings.
- 8.3.3. No business may be conducted at a general meeting unless there is a quorum of members.
- 8.3.4. If there is no quorum within 30 minutes after the time fixed for a general meeting called upon the request of members of the club under clause 8.2.1.b, the meeting lapses.
- 8.3.5. If there is no quorum within 30 minutes after the time fixed for a general meeting called other than upon the request of members of the club under clause 8.2.1.b:
  - a. the meeting is to be adjourned for at least seven days; and
  - b. the management committee is to decide the day, time and place of the adjourned meeting.
- 8.3.6. If at the adjourned meeting under clause 8.3.5 a quorum is not present within 30 minutes from the appointed time for the meeting, if there are at least a number of members greater than 50% of the number of members on the management committee at the close of the club's last general meeting, the members who are present and entitled to vote will be deemed to be the quorum and may transact the business for which the meeting was called.
- 8.3.7. The chairperson may, with the consent of any meeting at which there is a quorum, and must if directed by the meeting, adjourn the meeting from time to time and from place to place.
- 8.3.8. No business will be transacted at any adjourned general meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 8.3.9. A resolution passed at any adjourned meeting will for all purposes be treated as having been passed on the date when it was in fact passed and will not be deemed to have been passed on any earlier date.
- 8.3.10. When a meeting is adjourned, a new notice of the adjourned meeting is required only if the meeting is adjourned for 14 days or more.

#### **8.4. Procedure at general meeting**

- 8.4.1. An eligible voting member may take part and vote in a general meeting in person or by using any technology that reasonably allows the member to hear and take part in discussions as they happen.
- 8.4.2. A member who participates in a meeting as mentioned in clause 8.4.1 is taken to be present at the meeting.
- 8.4.3. At each general meeting:
  - a. the president is to preside as chairperson; and



- b. if there is no president or if the president is not present within 30 minutes after the time fixed for the meeting or is unwilling to act, the members present may choose another management committee member to be chairperson of the meeting; and
- c. if there is no management committee member present the members may choose one of their number to preside as chairperson at the meeting; and
- d. the chairperson must conduct the meeting in a proper and orderly way.

## **8.5. Voting at general meeting**

- 8.5.1. At a general meeting, each question, matter or resolution, other than a special resolution, must be decided by a majority vote of the eligible voting members who participate in the vote for that question, matter or resolution.
- 8.5.2. At a general meeting, a special resolution must be decided by at least 75% of the eligible voting members present and voting.
- 8.5.3. Each member present and entitled to vote is entitled to one vote only and, if the votes are equal, the question is decided so as to maintain the status quo.
- 8.5.4. A member is not entitled to vote at a general meeting if the member has any membership fee, other fee or levy in arrears at the date of the meeting.
- 8.5.5. A challenge to a member's right to vote at a general meeting:
  - a. may only be made at the meeting; and
  - b. must be determined by the chairperson, whose decision is final.
- 8.5.6. An eligible voting member may vote on a motion to be considered at a general meeting in any of the following ways:
  - a. personally, while present at the general meeting; or
  - b. by casting an electronic vote prior to the general meeting, in accordance with clause 8.5.7.
- 8.5.7. An eligible voting member may cast an electronic vote by:
  - a. completing an electronic voting form as required by any accompanying instructions issued by the management committee; and
  - b. transmitting the completed voting form to the management committee no later than 09:00am on the last business day before the general meeting.
- 8.5.8. The method of voting at a general meeting is to be decided by the management committee.

- 8.5.9. However, if at least 20% of the members present demand a secret ballot, voting must be by secret ballot.
- 8.5.10. If a secret ballot is held, the chairperson must appoint two members to conduct the secret ballot in the way the chairperson decides.
- 8.5.11. The result of a vote, including all votes cast prior to and at the general meeting and as declared by the chairperson, is taken to be a resolution of the meeting. Neither the chairperson nor the minutes need to state the number or proportion of the votes recorded in favour or against the motion.

## **8.6. Proxies**

- 8.6.1. The club does not allow proxy voting

## **8.7. Minutes of general meetings**

- 8.7.1. The management committee must ensure full and accurate minutes of all questions, matters, resolutions and other proceedings of each general meeting are entered in a minute book, which may be in electronic format.
- 8.7.2. To ensure the accuracy of the minutes:
  - a. the minutes of each annual general meeting must be signed by the chairperson of the meeting, or the chairperson of the next meeting of the club that is a general meeting or annual general meeting, verifying their accuracy; and
  - b. the minutes of each general meeting must be signed by the chairperson of the meeting, or the chairperson of the next general meeting, verifying their accuracy.
- 8.7.3. If asked by a member of the club, the management committee must, within 28 days after the request is made:
  - a. make the minutes for a particular general meeting available for inspection by the member at a mutually agreed time and place; and
  - b. give the member a copy of the minutes of the meeting.
- 8.7.4. The club may require the member to pay the reasonable costs of providing copies of the minutes.

## **9. Public officer**

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### **9.1. Public officer**

- 9.1.1. The club must have a public officer, who must be a natural person:
  - a. at least 18 years of age; and
  - b. ordinarily residing in South Australia; and
  - c. not disqualified from managing a corporation.

- 9.1.2. The public officer is appointed by the management committee.
- 9.1.3. The position of public officer may, but need not be, held by a management committee member.
- 9.1.4. If a vacancy occurs in the office of public officer, the members of the management committee must ensure a public officer is appointed within one month after the vacancy occurs.
- 9.1.5. The club must within one month after any change in the identity or address of the public officer give notice to Consumer and Business Services containing prescribed particulars of the change.

## **10. General manager**

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### **10.1. Appointment of general manager**

- 10.1.1. A general manager may be appointed by the management committee.
- 10.1.2. A person currently serving as a management committee member may not apply to fill the position of general manager.

### **10.2. Powers, duties and authorities of general manager**

- 10.2.1. The general manager holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the management committee.
- 10.2.2. The exercise of those powers and authorities and the performance of those duties by the general manager are subject at all times to the control of the management committee.

### **10.3. Delegation to general manager**

- 10.3.1. The management committee may delegate to the general manager the power (subject to such reservations on the power as may be decided by the management committee) to conduct the day-to-day management and control of the business and affairs of the club.

### **10.4. Dismissal of general manager**

- 10.4.1. Subject to any contract or legislation, the general manager may be dismissed by the management committee on the grounds that they:
  - a. resign from office by notice in writing to the management committee. Such resignation shall take effect at:
    - i the time the notice is received by the management committee; or
    - ii if a later time is stated in the notice and is approved by the management committee, the later time; or
  - b. have been guilty of persistent or gross neglect in the discharge of their duties; or

- c. conduct themselves in a way considered by the management committee to be injurious or prejudicial to the character or interests of the club; or
  - d. become disqualified from managing a corporation or being a responsible person for a legal entity; or
  - e. become of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health; or
  - f. are convicted of an indictable offence or are made bankrupt; or
  - g. do not otherwise comply with the requirements of this constitution.
- 10.4.2. Before the general manager can be dismissed under clause 10.4.1, the management committee must:
- a. conduct a due and proper inquiry into the existence and sufficiency of the ground for dismissal;
  - b. give details on the ground for dismissal to the general manager, who shall be given full and fair opportunity to show cause why they should not be dismissed.

## **11. Finance**

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### **11.1. Funds and accounts**

- 11.1.1. The funds of the club must be kept in one or more accounts in the name of the club in a financial institution decided by the management committee.
- 11.1.2. Records and accounts must be kept in the English language showing full and accurate particulars of the financial affairs of the club.
- 11.1.3. All amounts must be deposited in a financial institution account as soon as practicable after receipt.
- 11.1.4. Any payment made by electronic funds transfer must be approved by any two of the following:
  - a. the president;
  - b. the public officer;
  - c. the treasurer;
  - d. any other person who has been authorised by the management committee to approve electronic funds transfers by the club.
- 11.1.5. A petty cash account and credit or debit card accounts may be kept on the imprest system, and the management committee must decide the amount of funds to be kept in any such accounts.
- 11.1.6. Any credit or debit card mentioned in clause 11.1.5 may be used only for purchases and may not be used for cash withdrawals.

11.1.7. All expenditure must be approved or ratified at a management committee meeting.

## **11.2. Annual financial statement**

- 11.2.1. The club shall keep and retain such accounting records as are necessary to correctly record and explain the financial transactions and financial position of the club in accordance with the Act.
- 11.2.2. On behalf of the management committee, the treasurer must, as soon as practicable after the end date of each financial year, ensure a financial statement for its last reportable financial year is prepared.
- 11.2.3. If an auditor is not appointed at the annual general meeting in accordance with clause 8.1.2.d, the management committee shall have authority to appoint an auditor for the current financial year.
- 11.2.4. The management committee must ensure that the club's financial statement is audited by an auditor or an accountant and presented to the annual general meeting for adoption.
- 11.2.5. If required under the Act, the club shall lodge an annual return with Consumer and Business Services within six months after the end date of the club's financial year. Any such annual return must be accompanied by a copy of the financial statement, the auditor's report, the management committee's statement and the management committee's report.

## **11.3. General financial matters**

- 11.3.1. The income and property of the club must be applied solely towards the promotion of the objects of the club as set out in this constitution and no portion thereof is to be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or among the members of the club, provided that nothing herein prevents the payment in good faith of:
  - a. remuneration of any person in return for services actually rendered to the club; or
  - b. repayment for out-of-pocket expenses incurred on behalf of the club; or
  - c. payment for sale or hire of goods or payment of rent for premises let to the club; or
  - d. interest to any member in respect of money advanced by that member to the club or otherwise owing by the club to the member, provided that the rate of interest is not more than the current rate being charged for overdrawn accounts on money lent (regardless of the term of the loan) by:

- i the financial institution of the club; or
  - ii if there is more than one financial institution of the club, the financial institution nominated by the management committee.
- 11.3.2. The club precludes the payment to an officer or employee of the club of an amount by way of commission or allowance calculated by reference to the quantity of liquor sold or supplied by the club or the receipts of the club for such liquor.

#### **11.4. Financial year**

- 11.4.1. The club's financial year will end on the last day of February in each year.

### **12. Documents and legal**

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#### **12.1. Documents**

- 12.1.1. The management committee must ensure the safe custody of books, documents, instruments of title and securities of the club.

#### **12.2. Notices**

- 12.2.1. A written notice may be given by the club to any member either personally, electronically or by sending it by post to the member's last address notified in writing to the club.
- 12.2.2. Any notice period referred to in this constitution shall include the day on which a notice is given.
- 12.2.3. Where a notice is sent by post:
  - a. service of the notice is effected by properly addressing, pre-paying and posting a letter or packet containing the notice; and
  - b. unless the contrary is proved, service will be taken to have been effected at the time at which the letter or packet would be delivered in the ordinary course of post.

#### **12.3. Common seal and execution of documents**

- 12.3.1. Subject to the Act, the club shall have a common seal.
- 12.3.2. The common seal must be:
  - a. kept securely by the management committee; and
  - b. used only under the authority of the management committee.
- 12.3.3. Each instrument to which the seal is attached must be signed by a management committee member and countersigned by:
  - a. the public officer; or

- b. another management committee member; or
  - c. someone authorised by the management committee.
- 12.3.4. If the club executes a document without using a common seal, the document must be signed by a management committee member and countersigned by:
- a. the public officer; or
  - b. another management committee member; or
  - c. someone authorised by the management committee.

#### **12.4. Alteration of constitution**

- 12.4.1. Subject to the Act, this constitution may be amended, repealed or added to, or a new constitution may be adopted, by a special resolution carried at a general meeting.
- 12.4.2. If this constitution is amended, repealed or added to, or a new constitution is adopted, the amendment, repeal, addition or new constitution comes into force at the time the special resolution is passed.
- 12.4.3. Any amendment, repeal or addition to this constitution or any new constitution must be registered with Consumer and Business Services within one month of the special resolution being passed.

#### **12.5. Bylaws**

- 12.5.1. The management committee may make, amend or repeal bylaws, consistent with this constitution, for the internal management of the club.
- 12.5.2. A bylaw may be set aside by a majority vote of members at a general meeting of the club.

#### **12.6. Indemnity**

- 12.6.1. The club shall indemnify its public officer, management committee members, employees and members against all damages and losses (including legal costs) for which any such person may become liable to any third party in consequence of any act or omission done in good faith for the purpose of exercising the club's functions under the Act.
- 12.6.2. Indemnity under clause 12.6.1 shall not apply to any loss or damage resulting from the wilful misconduct of the person.

#### **12.7. Insurance**

- 12.7.1. The club may pay, whether directly or through an interposed entity, a premium for a contract insuring a public officer, management committee member or employee against liability that the person incurs as an officer of the club including a liability for legal costs.

## **13. Winding up**

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### **13.1. Surplus assets on winding up**

- 13.1.1. If upon winding up or cancellation of the club's incorporation there remains, after satisfaction of all its debts and liabilities, any surplus assets whatsoever, the surplus assets must not be paid to or distributed among the members of the club.
- 13.1.2. Any surplus assets must be given up or transferred to one or more other institutions that have objects similar to the objects of the club and which prohibit the distribution of their income and property among their members to an extent at least as great as is imposed on the club under or by virtue of this constitution.
- 13.1.3. The institution or institutions will be determined by the members of the club at or before the time of deregistration or in default thereof by such court as may have or acquire jurisdiction in the matter, and if and so far as effect cannot be given to the aforesaid provision, then the surplus assets will be given to some charitable object.

### **13.2. Liability**

- 13.2.1. A public officer, management committee member, employee or member of the club is not personally liable to contribute towards the payment of the debts and liabilities of the club or the costs, charges and expenses of the winding up of the club, beyond:
  - a. the property of the club in the person's possession; and
  - b. the amount, if any, unpaid by the person in respect of membership of the club.