



**Constitution**  
of  
**Hahndorf Football Club**  
**Incorporated**  
(Registration Number A4975)

# Constitution

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## 1. Name

The name of the sporting body the subject of this constitution is the Hahndorf Football Club Incorporated (Registration Number A4975) (**Club**).

## 2. Objects of the Club

The objects of the Club are:

### (a) Football and Sporting

- (i) to develop, maintain and foster the ideals of the Club;
- (ii) to organise and promote the playing of Australian Football in the community of Hahndorf, South Australia;
- (iii) to field teams in male and, or female football competitions conducted or organised by, or affiliated with, the HFL or such other league or competitions as may be determined by the Club from time to time; and

### (b) Social and Facilities

- (i) to provide facilities for Members to:
  - (A) watch Australian Football games and trainings;
  - (B) play and participate in Australian Football games and trainings;
- (ii) to provide facilities, opportunities and events:
  - (A) for Members to learn about and discuss the playing of Australian Football with players, coaches, trainers, officials and each other; and
  - (B) which are necessary or desirable to provide social or recreational activities and, or amenities for Members;
- (iii) to promote the Club's activities amongst the Members and in the wider community;
- (iv) to promote unity and good fellowship amongst Members and with other sporting clubs;
- (v) to comply with the Club's obligations under the MOU;
- (vi) to fund activities of the Club;

### (c) Other

- (i) to conduct and pursue any activity which directly or indirectly advances, encourages and, or fosters the playing of Australian Football; and
- (ii) to conduct and pursue any activity or do any other lawful activity which is incidental to, conducive to or in connection with the activities referred to in this clause 2.

## 3. Powers of the Club

- (a) The Club shall have all of the powers conferred by section 25 of the Act.
- (b) Without limitation to clause 3(a), to achieve the Objects the Club has the power to:
  - (i) promote, conduct, manage, take part in, assist and provide for the holding of contests, exhibitions, displays and demonstrations of sports of every description;
  - (ii) acquire, hire or lease sports, athletic, cricket, football, recreation and other grounds, golf courses, tennis courts, gymnasiums, swimming pools, stadiums, theatres, halls and other buildings or places used or capable of being used for the purposes of sport, amusement, recreation or entertainment;
  - (iii) to affiliate with the HFL and the SANFL and to play matches in competitions conducted, arranged or controlled by the HFL or SANFL (or such other league or competitions as may be determined by the Club from time to time);
  - (iv) to appoint representatives to the HFL, SANFL or any other affiliated body;

- (v) to hire, engage, employ or otherwise contract with sporting teams, clubs, organisations and other experts, athletes, exponents and artists whether professional or amateur and to enter into, manage and terminate (if required) any contractual agreement or arrangement with such teams, clubs, organisations or persons;
- (vi) advertise and promote the Club and competitions, awards, donations or any other things which promote, facilitate or encourage interest and participation in Australian Football or sport;
- (vii) award gifts, donations or endowments;
- (viii) assist Members, particularly in cases of sickness, accident or hardship;
- (ix) establish, maintain and support or aid in the establishment, maintenance and support of funds and trusts for the benefit of the Club and, or the Members;
- (x) accept gifts, donations, grants, trusts, endowments, subsidies and bequests from any organisation, individual or authority;
- (xi) raise or borrow funds;
- (xii) loan funds (on market terms and conditions);
- (xiii) invest monies;
- (xiv) do all things necessary or desirable to provide for the upkeep, maintenance and improvement of property of the Club, property for which the Club is responsible under the MOU and any other objects and purposes which the Club may decide from time to time;
- (xv) acquire, lease or otherwise obtain an interest in any land, buildings or other real property which the Club determines from time to time may be necessary and to build, alter, add to, sell or demolish any building or improvement erected upon such land and to grant or acquire easements or rights over such land;
- (xvi) purchase, lease or otherwise obtain equipment or materials and to dispose of such equipment or materials;
- (xvii) take out and maintain any insurance policy which the Club is required to take out and maintain or which the Club determines from time to time may be necessary;
- (xviii) do all other acts, matters and things which are, or are reasonably considered to be, incidental to, conducive to or in connection with the Objects or any of the powers referred to in this clause 3(b).

## 4. Membership

### 4.1 General

- (a) Membership of the Club is open to natural persons of good character and reputation who are at least eighteen (18) years of age.
- (b) The Management Committee may refuse any application for membership of the Club.

### 4.2 Ordinary Members

- (a) Any person who has an interest in Australian Football and the Club, and who is not a Playing Member, may apply for membership of the Club.
- (b) The Management Committee will consider whether that person satisfies the criteria set out in clause 4.1 and determine whether to accept such application.
- (c) If such application is accepted by the Management Committee, the person will be an ordinary member of the Club (**Ordinary Member**).

### 4.3 Playing Members

- (a) Notwithstanding clause 4.1(a), but subject to clause 4.1(b), any person registered with the HFL as a player of the Club will be a playing member of the Club (**Playing Member**).

- (b) Playing Members who are at least eighteen (18) years of age will have the same rights and benefits as Ordinary Members.
- (c) Playing Members who are not eighteen (18) years of age (**Underage Playing Members**) will have the same rights and benefits as Ordinary Members save and except for as follows:
  - (i) Underage Playing Members will not be eligible to be elected as a member of the Management Committee or Executive Committee;
  - (ii) Underage Playing Members will not be Voting Members;
  - (iii) Underage Playing Members will not be entitled to receive any notice required to be given to Ordinary Members.

#### 4.4 Life Members

- (a) Any person who satisfies the following criteria qualifies for nomination for life membership of the Club:
  - (i) financial Playing Members who have:
    - (A) completed at least ten (10) seasons playing Senior Football for the Club; and
    - (B) played at least one-hundred (100) official Club Games;
  - (ii) Ordinary Members who have given at least ten (10) years of service to the Club in an Official Capacity;
  - (iii) Ordinary Members who have given at least twelve (12) years of service to the Club in a Voluntary Capacity; or
  - (iv) any Playing Member or Ordinary Member who does not satisfy the criteria set out in clauses 4.4(a)(i) to 4.4(a)(iii) above but whom the Management Committee recommends is deemed worthy of nomination based on that Member's collective service to the Club (based on the criteria set out in clauses 4.4(a)(i) to 4.4(a)(iii)) over a period of at least ten (10) years.
- (b) Notwithstanding clause 4.4(a), any Playing Member or Ordinary Member who transfers to another club within the HFL which competes against the Club and then returns as a Member, will be deemed to have commenced their service with the Club from the date on which they return.
- (c) Nominations for life membership of the Club will be presented at each AGM and such memberships may only be granted by the majority of Voting Members at such AGM.
- (d) Life Members will have the following rights and benefits:
  - (i) Life Members will have the same rights and benefits as Ordinary Members but will not be required to pay a Membership Fee;
  - (ii) Life Members will be entitled to one (1) admission to each exclusive Life Members event organised by the Club;
  - (iii) Life Members will be entitled to free admission to official Club Games played at the Grounds; and
  - (iv) Life Members will be entitled to such other rights and benefits as may be determined by the Management Committee from time to time.

#### 4.5 Social Members

- (a) Any person who satisfies the criteria set out in clause 4.1 and is a financial member of a HFC Member Club is eligible for nomination by that HFC Member Club for social membership of the Club.
- (b) Nominations for social membership of the Club will be considered at the next meeting of the Management Committee to occur and may only be granted by the majority of the Management Committee at such meeting.
- (c) Social Members will enjoy the same benefits and privileges as Ordinary Members save and except for as follows:

- (i) Social Members will not be eligible to be elected as a member of the Management Committee or Executive Committee;
- (ii) Social Members will not be Voting Members;
- (iii) Social Members will not be entitled to receive any notice required to be given to Ordinary Members.

#### 4.6 Visiting Members

- (a) Any person who:
  - (i) is not an Ordinary Member, Playing Member, Life Member or Social Member; and
  - (ii) enters the Grounds on a day on which:
    - (A) a regular season or finals game of Australian Football of the Hills Football League in any grade is being hosted by the Club;
    - (B) any trial or promotional game of Australian Football is being hosted by the Club; or
    - (C) any other event is being hosted by the Club,

will, solely for the purposes of the Club's liquor licence and Member Protection Policy only, be deemed to be a member of the Club for the duration of time that person remains in or on the Grounds (**Visiting Members**).
- (b) For the avoidance of doubt, except as provided for in clause 4.6(a), Visiting Members will not have any rights or benefits of Ordinary Members.

#### 4.7 Expulsion

- (a) In the event that an Ordinary Member, Playing Member, Life Member, Social Member or Visiting Member:
  - (i) behaves, acts or otherwise does anything which in the reasonable opinion of the Management Committee does or may adversely impact the reputation of the Club or adversely impacts any sponsorship of the Club; or
  - (ii) becomes involved or connected with any event, circumstance, group, person or association which, in the reasonable opinion of the Management Committee, is undesirable to be associated with the Club; or

the Management Committee may, in its absolute discretion, take such action as it considers reasonably necessary (including, without limitation, immediately and temporarily or permanently suspending or terminating membership with the Club and, or requiring the Member to cease attending the Grounds whilst any training or game of Australian Football is being hosted by the Club or attending any other event hosted by the Club).
- (b) If the Management Committee exercises its rights under clause 4.7(a), the Management Committee must use reasonable endeavours to notify the Member as soon as reasonably possible together with a reasonable explanation for the decision it has made.

#### 4.8 Register of Members

The Club must keep a register of the Members which contains:

- (a) the full name and address of each Member;
- (b) the date on which each Member first became a member of the Club; and
- (c) if applicable, the date (and reasons for) termination of a Member's membership.

### 5. Subscriptions

#### 5.1 Membership Fee

Notwithstanding anything in clause 4 to the contrary, a person becoming an Ordinary Member is conditional upon payment of the Membership Fee by such time or in such manner as determined by the Management Committee from time to time.

## 5.2 Playing Subscription

Notwithstanding anything in clause 4 to the contrary, a person becoming a Playing Member is conditional upon payment of the Playing Subscription by such time or in such manner as determined by the Management Committee from time to time.

## 5.3 Power to suspend rights and benefits

The Management Committee may, in its absolute discretion, suspend the rights and benefits of an Ordinary Member or a Playing Member until such time as that Ordinary Member or Playing Member has paid the Membership Fee or Playing Subscription (as the case may be).

## 6. Executive Committee

(a) The executive committee of the Club will comprise the persons holding the following positions in the Club:

- (i) president;
- (ii) vice president;
- (iii) secretary; and
- (iv) treasurer.

**(Executive Committee).**

(b) Members of the Executive Committee are to be nominated and appointed by ballot at an Annual General Meeting and will be appointed for a term of two (2) years.

(c) To the extent required, nominations for the Executive Committee may be called for during an Annual General Meeting.

(d) Members of the Executive Committee whose appointment is scheduled to expire may stand for re-election by ballot at an Annual General Meeting for a further term of two (2) years.

(e) If at any time there is a vacancy in the Executive Committee, that vacancy may be only be filled by ballot at an Annual General Meeting or Special General Meeting.

(f) Members of the Executive Committee may receive honorariums for their services. The amount of such honorariums for each role of the Executive Committee is to be determined at each Annual General Meeting for the ensuing year.

## 7. Management Committee

### 7.1 Appointment

(a) The management committee of the Club will comprise:

- (i) the Executive Committee; and
- (ii) a minimum of six (6) and up to ten (10) persons nominated and appointed to the management committee of the Club by ballot at an Annual General Meeting (**Non-Executive Committee Members**),

**(Management Committee).**

(b) Non-Executive Committee Members will be appointed for a term of two (2) years.

(c) Non-Executive Committee Members will, as appropriate, be appointed by the Management Committee as:

- (i) men's player representative;
- (ii) women's player representative;
- (iii) women's director;
- (iv) junior director; and
- (v) modified director.

- (d) If at any time there is a vacancy in the Management Committee (other than the Executive Committee), the Executive Committee may temporarily fill such vacancy until the next Annual General Meeting or Special General Meeting at which such person may be officially appointed to the Management Committee by ballot.

## **7.2 Sub-committees**

- (a) The Management Committee may form or approve such other sub-committees as it deems or considers necessary or required from time to time.

## **7.3 Meetings**

- (a) The Management Committee must meet at least once per month (except in a month in which there is an Annual General Meeting).
- (b) A quorum for a meeting of the Management Committee will be fifty percent (50%) of the then current members of the Management Committee.
- (c) All decisions of the Management Committee at such meetings must be by way of a majority vote and, in the event of a tie, the person then appointed in the role of president will have the casting vote.

## **7.4 Vacating office and dismissal**

- (a) The office of a Management Committee member will become vacant if that member:
  - (i) is disqualified or otherwise no longer entitled to hold that office under the Act or any other applicable law;
  - (ii) ceases to be a Member;
  - (iii) becomes permanently incapacitated; or
  - (iv) is, without reasonable excuse, absent from more than three meetings in a financial year,and the balance of the Management Committee determines (in accordance with clause 7.3(c)) that such office should be vacated by that member.
- (b) Without limitation to clause 7.4(a), a member of the Management Committee may be relieved from its office at a Special General Meeting called for that purpose by notice in writing to the then president of the Club with support of six (6) Members and provided that at least seven (7) days' notice of that Special General Meeting is given to Members. Voting at that Special General Meeting will be by way of secret ballot. If the member is relieved of their office and that office is one of the Executive Committee, an election to that office must immediately occur.

## **7.5 Powers and duties**

- (a) The Club shall be managed and controlled by the Management Committee.
- (b) The Management Committee may exercise all such powers and do all things as may be for and on behalf of the Club in accordance with the Objects, except to the extent the Act or this document requires such powers or things to be done by the Club in a General Meeting.
- (c) Without limitation to clause 7.5(b), the Management Committee:
  - (i) will manage and control the funds and other property of the Club;
  - (ii) will have authority to interpret this document and other matter relating to the Club to which this document is silent, and such interpretation will be final and binding.
- (d) The Management Committee must appoint a public officer for the Club as required by the Act.



## 8. General Meetings

### 8.1 Annual general meetings

- (a) The Club will call an Annual General Meeting in accordance with the Act and this document to occur prior to the end of November in each year.
- (b) The order of business at an Annual General Meeting will include:
  - (i) the confirmation of the minutes of the previous Annual General Meeting and any Special General Meeting held since then;
  - (ii) the consideration of the accounts and reports of the Club and the auditor's report (if required);
  - (iii) the election of Executive Committee and Management Committee members;
  - (iv) the appointment of:
    - (A) a patron (at least one);
    - (B) a vice patron (at least one);
    - (C) an auditor;
    - (D) a public officer;
  - (v) honorariums for the Executive Committee;
  - (vi) life membership of the Club; and
  - (vii) any other business requiring consideration in a General Meeting.

### 8.2 Special general meetings

- (a) A Special General Meeting may be called at any time by notice in writing to then president of the Club with support of six (6) Members setting out details and reasons for the Special General Meeting.
- (b) The Special General Meeting for the required purpose must be held within one (1) month of receipt of such notice.

### 8.3 Notice of General Meetings

- (a) At least fourteen (14) days' notice of any General Meeting shall be given to Members. Such notice must set out details of where and when the meeting will be held and the particulars of the nature and order of business to occur at the meeting.
- (b) Notice of a General Meeting may be given personally, by post, by email, by social media or by advertisement in the local print media.

### 8.4 Quorum and proceedings

- (a) Twenty (20) Members present shall constitute a quorum for the transaction of business at any General Meeting.
- (b) If within thirty (30) minutes of the scheduled time for a meeting a quorum of members is not present, a meeting convened upon the requisition of members shall lapse. In any other case, the meeting shall stand adjourned to the same day in the next week at the same time and the same place and if at such adjourned meeting a quorum is not present, the members present shall form a quorum.

### 8.5 Voting

- (a) Each Financial Member entitled to vote has only one vote.
- (b) A question for decision at a General Meeting, other than a special resolution, must be determined by ordinary resolution of Members who vote in person at the General Meeting.
- (c) Voting on all matters shall be by show of hands unless the Management Committee or any two (2) Members decide a secret ballot is required.

### 8.6 Special resolution and ordinary resolution

- (a) A special resolution is defined in the Act. A notice of motion is required.

- (b) An ordinary resolution is a resolution passed by a simply majority at a General Meeting.

## 9. Amending constitution

Notice of any proposal to alter, rescind or amend this document must be given to the person then appointed in the role of secretary not less than fourteen (14) days prior to a General Meeting and not less than seven (7) days' notice of such proposal must be given to Members.

## 10. Minutes

- (a) Proper minutes of all General Meetings and other meetings of the Management Committee and Executive Committee (and any sub-committees) must be kept.
- (b) The minutes shall be confirmed at the next General Meeting or other committee meeting (as the case may be).
- (c) The minutes, once confirmed, shall be evidence of the meeting duly convened and held and, subject to this document, all decisions and appointments at such meeting to be valid.

## 11. Financial Reporting

### 11.1 Financial year

- (a) The financial year of the Club shall be the twelve (12) month period commencing on 1 November and expiring on 31 October in the following year.
- (b) The person then appointed in the role of treasurer will prepare and table a financial report for the approval of the Management Committee at each monthly meeting. Such report must include:
  - (i) a detailed statement of income and expenses for the year to date;
  - (ii) reconciliation of the Club's bank accounts; and
  - (iii) details of any outstanding accounts.
- (c) The person then appointed in the role of treasurer will prepare and table an annual financial report for the approval of the Members at each Annual General Meeting. Such report must include:
  - (i) a detailed statement of income and expenses for the financial year and a comparison of the previous financial year to show the Club's financial position and performance;
  - (ii) a reconciliation of the Club's bank accounts; and
  - (iii) details of any outstanding accounts,which are either certified by the Club's appointed auditor or in a form to be certified by the Club's appointed auditor immediately following the Annual General Meeting.

### 11.2 Accounts

The Club must keep and retain records as necessary to record and explain the financial transactions and financial position of the Club in accordance with the Act.

### 11.3 Requirements

- (a) All monies received by or on behalf of the Club must be deposited in a bank account for the Club approved by the Management Committee.
- (b) Withdrawal of any monies from a bank account for the Club (other than in the ordinary course of business or operations of the Club) must be authorised by the Executive Committee or Management Committee.
- (c) Petty cash accounts must be kept.
- (d) The Executive Committee may operate any bank account of the Club.

- (e) All monies raised by or on behalf of the Club must be promptly deposited in a bank account for the Club approved by the Management Committee.
- (f) All bank accounts of the Club shall be subject to audit.

#### 11.4 No personal liability

Except in the case of fraud or negligence, no liability can be claimed from any Member in respect of any financial loss of the Club.

### 12. Winding Up

- (a) The Club may be wound up in accordance with the Act.
- (b) If the Club is wound up and there remains 'surplus assets' (as defined in the Act), such surplus assets shall be distributed to any nominated charities of the Club or any entity(s) or organisation(s) which have similar Objects and has rules which prohibit the distribution of its assets and income to its members.
- (c) For the purposes of clause 12(b), such entities or organisations (as the case may be) will be determined by ordinary resolution in a General Meeting.

### 13. Interpretation and defined terms

#### 13.1 Interpretation

In this document, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this deed, and a reference to this deed includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (f) a reference to time is to Australian Central Standard Time or Australian Central Standard Daylight Savings Time, as the case requires;
- (g) a reference to a party is to a party to this deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
- (j) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions.

#### 13.2 Defined terms

In this document:

- (a) **Act** means the *Associations Incorporation Act 1985* (SA) as amended and varied from time to time.
- (b) **Annual General Meeting** means a general meeting of Members as described in clause 8.1
- (c) **Club Games** means regular season or finals game of Australian Football of the Hills Football League participated in whilst representing the Club.

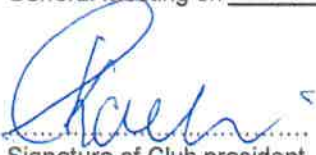
- (d) **Financial Member** means a Life Member and:
- (i) an Ordinary Member; and
  - (ii) a Playing Member,
- who have paid their Membership Fee or Playing Subscription (as the case may be) or an Ordinary Member who is a sponsor of the Club.
- (e) **Grounds** means the Hahndorf Community Recreation & Sport Ground comprised within crown record volume 5755 folio 752.
- (f) **HCRSGC** means the Hahndorf Community Recreation & Sport Ground Committee Incorporated.
- (g) **HFC Member Club** means:
- (i) Hahndorf Lions Club;
  - (ii) Hahndorf Cricket Club;
  - (iii) Hahndorf Soccer Club;
  - (iv) Hahndorf Tennis Club;
  - (v) Hahndorf Netball Club; or
  - (vi) Hahndorf Softball Club.
- (h) **HFL** means the Hills Football League Incorporated (Registration Number A4678).
- (i) **General Meeting** means an Annual General Meeting or a Special General Meeting.
- (j) **Members** means an Ordinary Member, Playing Member, Life Member, Social Member or Visiting Member.
- (k) **Membership Fee** means the annual membership fee(s) determined from time to time by the Management Committee for Ordinary Members.
- (l) **MOU** means the memorandum of understanding between the HCRSGC and the User Group Members of the HCRSGC (which includes the HFC Member Clubs, the Club and the Hahndorf Lions Club) in relation to the Grounds dated in or about January 2017 as varied, amended, superseded or replaced from time to time.
- (m) **Objects** means the objects of the Club as set out in clause 2.
- (n) **Official Capacity** means:
- (i) serving the Club on:
    - (A) the Executive Committee;
    - (B) Management Committee; and, or
    - (C) any sub-committees formed or approved pursuant to clause 7.2; and
  - (ii) serving the Club in a role which is regularly noted on a team sheet on the day which the any grade of the Club plays a game of Australian Football.
- (o) **Playing Subscription** means the annual subscription fees determined from time to time by the Management Committee for Playing Members.
- (p) **SANFL** means the South Australian National Football League.
- (q) **Senior Football** means playing any grade of Australian Football for which there is no maximum age (for example, A-Grade, Reserves (B-Grade), C-Grade or Open).
- (r) **Special General Meeting** means a general meeting of Members as described in clause 8.2.
- (s) **Voluntary Capacity** means regularly providing services to or for the Club other than in an Official Capacity (including, without limitation, working in the canteen, behind the bar, as a timekeeper, as a scoreboard attendant) as determined by the Management Committee.
- (t) **Voting Members** means a Financial Member who is not excluded from being a voting member pursuant to clause 4.

14. **Supersedes previous versions**

This document supersedes all previous versions of the Club's constitution.

15. **Acceptance**

This document was accepted by the then current Management Committee and approved at a General Meeting on 17 November 2021.



.....  
Signature of Club president  
Name: Graham Kaesler



.....  
Signature of Club secretary  
Name: Tim Muster