



HELENSBURGH-STANWELL PARK
SURF LIFE SAVING CLUB SINCE 1908

Constitution

**Helensburgh-Stanwell Park Surf Life Saving
Club Incorporated**

7 August 2020

Table of Contents

1. NAME OF ASSOCIATION.....	1
2. INCORPORATION.....	1
3. OBJECTS OF ASSOCIATION.....	1
4. POWERS OF ASSOCIATION.....	1
5. DEFINITIONS.....	1
6. OPERATION AND ALTERATION OF CONSTITUTION.....	2
7. MEMBERSHIP.....	3
8. SUBSCRIPTIONS AND FEES.....	6
9. REGISTERS.....	6
10. DISCONTINUATION OF MEMBERSHIP.....	7
11. GRIEVANCES, JUDICIAL AND DISCIPLINE.....	8
12. ANNUAL GENERAL MEETINGS.....	8
13. SPECIAL GENERAL MEETINGS.....	8
14. GENERAL MEETINGS.....	9
15. VOTING AT GENERAL MEETINGS.....	10
16. MINUTES OF GENERAL MEETINGS.....	11
17. SPECIAL RESOLUTIONS.....	11
18. COMMITTEE AND OFFICE BEARERS.....	11
19. ELECTION OF OFFICE BEARERS.....	13
20. VACANCY ON THE COMMITTEE.....	14
21. QUORUM AND PROCEDURE AT COMMITTEE MEETINGS....	15
22. DELEGATED POWERS.....	17
23. PUBLIC OFFICER.....	18
24. MINUTES OF COMMITTEE MEETINGS.....	18
25. BY-LAWS.....	18
26. FUNDS, RECORDS AND ACCOUNTS.....	19

27. APPLICATION OF INCOME.....	19
28. NEGOTIABLE INSTRUMENTS.....	20
29. AUDITOR.....	20
30. SERVICE OF NOTICES.....	20
31. COMMON SEAL.....	20
32. REGISTERED ADDRESS.....	21
33. INDEMNITY.....	21
34. DISSOLUTION.....	21
35. CUSTODY OF BOOKS AND OTHER DOCUMENTS.....	21

1. NAME OF ASSOCIATION

The name of the Association is Helensburgh-Stanwell Park Surf Life Saving Club Incorporated.

2. INCORPORATION

The Club shall be incorporated under the Associations Incorporation Act (2009).

3. OBJECTS

The Objects of the Club are to:

- (a) Provide for the conduct, encouragement, promotion and administration of surf lifesaving;
- (b) Participate as a Member of Surf Life Saving Illawarra, Surf Life Saving New South Wales and Surf Life Saving Australia through and by which surf lifesaving and the preservation of life in the aquatic environment can be conducted, encouraged, promoted, advanced and administered;
- (c) At all times act on behalf of and in the interest of the Members and surf lifesaving;
- (d) Affiliate with and otherwise liaise with SLSI, SLSNSW and SLSA in the pursuit of these Objects and surf lifesaving;
- (e) Promote the involvement and influence of surf lifesaving standards, techniques, awards and education with bodies involved in lifesaving;
- (f) Prepare junior members for admittance as surf lifesavers;
- (g) Promote competition at Club and inter-club level for junior and senior members;
- (h) Review and/or determine any matters relating to surf lifesaving which may arise, or be referred to it, by any Member;
- (i) Pursue through itself or other such commercial arrangements (which are not in conflict with other SLS bodies), including sponsorship and marketing opportunities as are appropriate to further the interests of surf lifesaving;
- (j) Represent the interests of its Members and of surf lifesaving generally in any appropriate forum;
- (k) Have regard to the public interest in its operations;
- (l) Undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

4. POWERS OF ASSOCIATION

Solely for furthering the Objects set out above, the Club has in addition to the powers and functions under the Act, the legal capacity and powers of a company limited by guarantee as set out under Section 124 of the *Corporations Act 2001 (Cth)*.

5. DEFINITIONS

In this Constitution, unless the contrary intention appears:

Act means the *Associations Incorporation Act 2009* (NSW)

Annual General Meeting means a meeting of Members convened under Clause 12.

Annual Subscription means the annual fee payable by each category of Member as determined by the Committee under Clause 8.

Branch means Surf Life Saving Illawarra.

By-Laws means any By-Laws made by the Committee under Clause 25.

Club means the Helensburgh-Stanwell Park Surf Life Saving Club Incorporated.

Constitution means this Constitution of the Club as amended from time to time.

Committee means the Executive Committee of the Club, the body managing the Club and consisting of members as defined in Clause 18.2.

Financial Year means the year ended 31 March in each year.

General Meeting means the annual or any special general meeting of the Club convened under Clause 14.

Life Member means an individual appointed as a Life Member of the Club under Clause 7.2(k).

Life Membership Committee means a committee consisting of three current Life Members elected at the Annual General Meeting in accordance with Clause 19, and the President and Club Captain.

Member means any person recognized as a Member of the Club under Clause 7.

Objects means the Objects of the Club under Clause 3 of this Constitution.

President means the President of the Club as defined under Clause 18.4 (a).

Public Officer means the person appointed to be the Public Officer of the Club under Clause 23.

Register means the Register of Members kept under Clause 9.1.

SLSA means Surf Life Saving Australia Limited.

SLSI means the body recognized by SLSNSW as the body administering surf lifesaving in the Illawarra district.

SLSNSW means the body recognized by SLSA as the body administering surf lifesaving in New South Wales.

Special Resolution means a resolution passed in accordance with the Act.

Sub-Committee means any committee of the Executive Committee created under Clause 22.1.

SurfGuard means the national membership and Club administration database owned by SLSA.

Surf Life Saving Club means a Surf Life Saving Club in New South Wales which is a member of or otherwise affiliated with the relevant Branch, SLSNSW and SLSA.

6. OPERATION AND ALTERATION OF CONSTITUTION

6.1. Operation of Constitution

The Club and the Members acknowledge and agree:

- (a) That they are bound by this Constitution and that this Constitution operates to create uniformity in the way in which the Objects and surf lifesaving are to be conducted, promoted, encouraged, advanced and administered.

- (b) To ensure the maintenance and enhancement of surf lifesaving, its standards, quality and reputation for the benefit of the Members and surf lifesaving.
- (c) To act in the interests of surf lifesaving and the Members.
- (d) To recognize SLSA as the national peak body for surf lifesaving in Australia.
- (e) To recognize SLSNSW as the peak body for lifesaving in New South Wales.
- (f) To recognize Surf Lifesaving Illawarra as the appropriate Branch of surf lifesaving

6.2. Alteration of Constitution

The Constitution of the Club shall not be altered except by Special Resolution in accordance with the Act, and in compliance with all other procedures under the Act.

7. MEMBERSHIP

7.1. Membership Generally

A person is eligible to be a Member of the Club if:

- (a) The person is a natural person, and
- (b) The person has applied and been approved for membership of the Club in accordance with Clause 7.3

7.2. Membership Categories

The Members of the Club shall consist of:

(a) Junior membership

A Junior Member shall be a person who satisfies one of the following conditions:

(i) Junior Member

A Junior Member shall be a person who shall be a minimum age of five (5) years and up to a maximum age of thirteen (13) years and such person shall be required to gain the relevant Surf Education Certificate for that person's age group. Junior Members are not entitled to vote at General Meetings.

(ii) Cadet Member

A Cadet Member shall be a Member of the age qualification as defined in SLSA's Manuals and who has obtained the Surf Rescue Certificate or has passed the annual proficiency test. Cadet Members are not entitled to vote at General Meetings.

(b) Active Membership

An Active Member shall be a person who satisfies one of the following conditions:

(i) Active Member

An Active Member shall hold an SLSA Bronze Medallion, fulfill patrol and Club obligations and qualify in an annual proficiency test, unless that Member has obtained their Bronze Medallion in the current season. Active Members shall have the right to be present, to debate and to vote at General Meetings.

(ii) Reserve Active Member

Reserve Active Membership may be granted to Active Members who have satisfactorily completed (from the gaining of the Bronze Medallion) at least eight (8) years of patrol and Club obligations as provided by SLSA and the Club Constitution. Reserve Active Membership shall not be automatic, but shall be granted by resolution of the Committee. Reserve Active Members shall have the right to be present, to debate and to vote at General Meetings.

(iii) Award Member

Award Membership may be granted to persons who hold one or more of the following qualifications:

Surf Rescue Certificate, Radio Award, Resuscitation Certificate, Advanced Resuscitation Certificate or First Aid Certificate, and are currently accredited or proficient in that/those award/s.

Award Members may be granted voting rights by the Club if they are currently undertaking lifesaving patrol duties or duties as a trainer or assessor.

(c) Community Membership

A Community Member shall be a person elected to membership by the Club because of their support for and contribution to the community of surf lifesaving. Community Members are not entitled to vote at General Meetings.

(d) Associate Membership

An Associate Member shall be a person who satisfies one of the following conditions:

(i) Associate Member

Associate Membership may be granted to persons who may or may not have an SLSA award. Associate Members shall have the right to be present, to debate and vote at General Meetings.

(ii) General Membership

General Membership may be granted by the Club regardless of whether they hold an SLSA award. General Members are not entitled to vote at General Meetings.

(iii) Probationary Membership

Probationary Members shall be the designation of any person for the time period between making application for membership and the gaining of an award and/or the granting of a formal category of membership of the Club. Probationary Members are not entitled to vote at General Meetings.

(e) Honorary and Service Membership

Honorary or Service Membership may be granted by the Club to Members who satisfy one of the following condition:

(i) Honorary Member

Honorary Membership may be granted to persons who have rendered special service to the Club. Honorary Members are not entitled to vote at General Meetings.

(ii) Life Membership

Life Membership may be granted by the Club to Members who have rendered distinguished, or outstanding service over a minimum period of 20 years and shall have the right to be present, to debate and to vote at General Meetings. Life Members shall be exempt from all active duties and the payment of the annual subscription. Nomination and appointment of Life Members is defined in By-Law 6.

(iii) Long Service Membership

Long Service Membership may be granted by resolution of the Committee to Members who have completed ten (10) years active service or eight (8) years active service plus four (4) years reserve active service.

Long Service Members shall have the right to be present, to debate and to vote at General Meetings, and may be exempt from patrol obligations.

7.3. Application for Membership

An application for membership must be:

- (a) In writing on the form prescribed from time to time by SLSNSW and/or SLSA, and lodged with the Club; or
- (b) Submitted online via the Lifesaving Online membership portal and in accordance with the process (if any) as proscribed by the Committee from time to time; and
- (c) Accompanied by the appropriate fee.

7.4. Discretion to Accept or Reject Application for Membership

- (a) The Club may accept or reject an application whether the applicant has complied with the requirements in Clause 7.3 or not, and shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Club accepts an application the applicant shall, subject to notification to the Branch and SLSNSW, become a Member.
- (c) Membership of the Club shall be deemed to commence upon acceptance of the application by the Club.

7.5. Renewal of Membership

- (a) Members must re-apply annually for membership of the Club in accordance with the procedures set down by SLSA and the Club from time to time.
- (b) Upon re-application a Member must provide details of any change in their personal details, and any other information reasonably required by the Club.

7.6. Effect of Membership

- (a) Members acknowledge and agree that:
 - (i) This Constitution constitutes a contract between each of them and the Club and that they are bound by this Constitution and the By-Laws.
 - (ii) They shall comply with and observe this Constitution and the By-Laws.
 - (iii) By submitting to this Constitution and the By-Laws they are subject to the jurisdiction of the Club, Branch, SLSNSW and SLSA.

- (iv) This Constitution, By-Laws are necessary and reasonable for promoting the Objects; and
 - (v) They are entitled to all benefits, advantages, privileges and services of their membership as determined by the Committee.
- (b) A right, privilege or obligation of a person by reason of their membership of the Club:
- (i) Is not capable of being transferred or transmitted to another person; and
 - (ii) Terminates upon the cessation of membership whether by death, resignation or otherwise.

7.7. Liability of Members

The Liability of the Members of the Club is limited.

8. SUBSCRIPTIONS AND FEES

- (a) The Annual Subscription and any other fees or levies payable by Members or categories of Members to the Club, the benefits which apply, the time for, and manner of payment, shall be determined by the Committee from time to time.
- (b) The Committee is empowered to prevent any Member who's Annual Subscription or any other fees are in arrears from exercising the whole or any of the rights or privileges of membership of the Club, including but not limited to the right to vote at General Meetings.

9. REGISTERS

9.1. Club to Keep Register of Members

The Club shall keep and maintain a Register of Members in which shall be entered:

- (a) The full name and address of the Member;
- (b) The category of membership of the Member;
- (c) The date on which the Member became a Member;
- (d) Any other information determined by the Committee; and
- (e) For each former Member, the date of ceasing to be a Member.

9.2. Use of SurfGuard

SurfGuard shall be used as the Register of Members.

9.3. Changes to Member Details

Members shall provide notice of any change and required details to the Club within one month of such change.

9.4. Inspection of Register

Inspection of the Register will only be available as required by the Act and under Clause 35(b).

9.5. Use of Register

Subject to confidentiality considerations and privacy laws, the Register may be used by the Club to further the Objects, as the Committee considers appropriate.

10. DISCONTINUATION OF MEMBERSHIP

10.1. Discontinuation by Notice of Resignation

A Member having paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving notice in writing to the Club of resignation or withdrawal.

10.2 Discontinuation by Breach

- (a) Membership of the Club may be discontinued by the Committee upon breach of any clause of this Constitution, including but not limited to the failure to pay any monies owed to the Club, failure to comply with the By-laws or any resolution or determination made or passed by the Committee or any duly authorized committee.
- (b) Membership shall not be discontinued by the Committee under Clause 10.2 (a) without the Committee first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
- (c) Where after a period of 30 days of being notified, a Member fails, in the Committee's view to adequately explain or remedy the breach, that Member's membership may be discontinued under Clause 10.2 (a) by the Club giving written notice of the discontinuance.
- (d) Any Member's membership that is discontinued under clause 10.2(a) shall have the right of appeal against the discontinuation under the Grievances, Judicial and Discipline Regulations of SLSA as amended from time to time.

10.3 Discontinuation by Failure to Pay Subscription

- (a) A Member is taken to have resigned if:
 - (i) The Member's annual subscription is outstanding more than two months after the date on which subscription fees fall due and payable; or
 - (ii) If no annual subscription is payable:
 - (A) The Club has made a written request to the Member to confirm that he or she wishes to remain a Member; and
 - (B) The Member has not, within one month after receiving that request, confirmed in writing that he or she wishes to remain a Member.
- (b) Should a sufficient explanation be made to the Committee for the failure to pay subscription or reason for not responding to a request, the Committee shall have the power to restore the Membership upon payment of the amount due (if any).

10.4. Resignation by Failure to Re-Apply

If a Member has not re-applied for membership with the Club within one month of re-application falling due, that Member's membership will be deemed to have lapsed from that time.

10.5. Amendment to the Register

Where a Member resigns under this clause, an entry, the date on which the Member ceased to be a Member, shall be recorded in the Register as soon as practicable under Clause 9.1(e).

10.6. Forfeiture of Rights

A Member who ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Club and its property and shall not use any surf lifesaving equipment or other property or facilities of the Club including

Intellectual Property. At the request of the Club, the Member must return to the Club immediately any Club documents, records or other property in the possession, custody or control of that Member.

10.7. Membership May be Reinstated

Membership which has been discontinued under this clause may be reinstated at the discretion of the Committee, upon such conditions as it deems appropriate.

10.8. Refund of Membership Fees

Membership fees or subscriptions paid by the discontinued Member may be refunded on a pro-rata basis to the Member upon discontinuance.

11. GRIEVANCES, JUDICIAL AND DISCIPLINE

The Club adopts the Grievance, Judicial and Discipline Regulations of SLSA as amended from time to time.

12. ANNUAL GENERAL MEETINGS

12.1 Annual General Meeting to be Held

- (a) The Club shall convene and hold an Annual General Meeting of its Members annually within six months after the end of the financial year and in accordance with the Act.
- (b) The Annual General Meeting of the Club shall, subject to the Act and to Clause 12.1(a), be convened at a time, date and venue to be determined by the Committee.

12.2. Business

In addition to any business required to be transacted at the Annual General Meeting under the Act, the business of the Annual General Meeting shall include the consideration of accounts and the reports of the Committee and Auditors, the motion for affiliation with the Branch and SLSNSW, the appointment of the auditors for the following year and any other business of which notice is given in accordance with this Constitution.

12.3. Additional Meetings

The Annual General Meeting shall be in addition to any other General Meetings that may be held in the same year. Any General Meeting other than an Annual General Meeting is a Special General Meeting.

13. SPECIAL GENERAL MEETINGS

13.1. Special General Meetings May be Held

The Committee may, wherever it thinks fit, convene a Special General Meeting of the Club and, where, but for this clause more than 15 months would elapse between Annual General Meetings, shall convene a Special General Meeting before the expiration of that period.

13.2. Request for Special General Meetings

- (a) The Committee shall, on the requisition in writing of 10% of Members entitled to vote, convene a Special General Meeting.
- (b) The requisition for a Special General Meeting shall:
 - (i) State the object(s) of the meeting; and
 - (ii) Be signed by the Members making the requisition; and

(iii) Be sent to the Club.

The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisition.

- (c) If the Committee does not cause a Special General Meeting to be held within one month after the date on which the requisition is sent to the Club, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than three months after that date.
- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Committee.

14. GENERAL MEETINGS

14.1. Notice to be given for General Meetings

- (a) Notice of every General Meeting shall be given to every Member entitled to vote.
- (b) A notice of a General Meeting shall be in writing and shall specify the time, date and place of the meeting and shall state the business to be transacted at the meeting. Notice may be given in any form permitted under Clause 30.
- (c) At least 21 days notice of a General Meeting shall be given to those Members entitled to vote, together with:
 - (i) The agenda for the meeting;
 - (ii) Any nominations for candidates to be elected to the Committee received under Clause 19.1; and
 - (iii) Any notice of motion received from Members under Clause 14.2(b)
- (d) The accidental omission to give any notice of any General Meeting to any Member shall not invalidate the meeting or any resolution passed at any such meeting.

14.2. Business of Meeting

- (a) No business other than that set out in the notice convening the meeting shall be transacted at the General Meeting.
- (b) A Member desiring to bring any business before a meeting shall give at least 30 days notice in writing of that business to the Club which shall include that business in a notice calling the next General Meeting after the receipt of the notice.

14.3. Quorum

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Club shall be 15 Members eligible to vote under Clause 7.2 either present in person or participating in the meeting under Clause 14.6(b).

If within half an hour after the appointed time for the commencement of a General Meeting a quorum is not present, the meeting:

- (a) If convened upon the requisition of Members, shall be dissolved; and
- (b) In any other case, shall stand adjourned to a date, time and place to be determined by the Committee.

And if at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the meeting shall lapse.

14.4. President to Chair Meetings

The President shall, subject to this Constitution, preside as chairperson at every General Meeting except:

- (a) In relation to any election for which the President is a nominee; or
- (b) Where a conflict of interest exists.

If the President is not present, or is unwilling or unable to preside, the Members shall appoint one of the Committee Members to preside as chairperson for that meeting.

14.5. Chairperson May Adjourn Meeting

- (a) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (b) When a meeting is adjourned for 30 days or more, a notice of the adjourned meeting shall be given as in the case of the original meeting.
- (c) Except as provided in Clause 14.5(b) it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

14.6 Use of Technology

- (a) A Member not physically present at a General Meeting may participate in the meeting by the use of technology that allows that Member and the Members present at the meeting to clearly and simultaneously converse with each other.
- (b) A Member participating in a General Meeting under Clause 14.6(a) is taken to be present at the meeting and, if the Member votes at the meeting, is taken to have voted in person.

15. VOTING AT GENERAL MEETINGS

15.1. Members Entitled to Vote

Subject to any other provision of this Constitution, each category of membership that has a right to vote under Clause 7.2 shall be entitled to one vote at General Meetings.

15.2. Voting Procedure

- (a) Subject to Clause 14.6 and this Clause 15, votes at a General Meeting shall be given in person by those present and entitled to vote.
- (b) Subject to Clause 15.4, all questions arising at a General Meeting shall be determined by a show of hands.

15.3. Recording of Determinations

Unless a poll is demanded under Clause 15.4, declaration by the Chairperson that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minutes of the proceedings of the Club shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

15.4. Where Poll Demanded

- (a) A poll may be demanded for any resolution put to the vote of the meeting (before or on the declaration of the result of the show of hands) by:

- (i) The Chairperson; or
 - (ii) A simple majority of Members;
- (b) If a poll is duly demanded under this Clause 15.4, it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairperson directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

15.5. Casting Vote

The Chairperson shall not have a casting vote at General Meetings. Where voting at General Meetings is equal the motion will be lost.

15.6. Proxy Voting

Proxy voting shall not be permitted at all General Meetings.

15.7. Postal Voting

No motion shall be determined by a postal ballot unless determined by the Committee. If the Committee so determines, the postal ballot shall be conducted under the procedures set by the Committee from time to time.

16. MINUTES OF GENERAL MEETINGS

- (a) The Committee must ensure that minutes are taken and kept of each General Meeting.
- (b) The minutes must record:
 - (i) The business considered at the meeting;
 - (ii) Any resolution on which a vote is taken and the result of the vote; and
 - (iii) The names of all persons present at all meetings.
- (c) In addition, the minutes of each Annual General Meeting must include:
 - (i) Any reports or financial statements submitted to the Members at the Annual General Meeting; and
 - (ii) Any audited accounts and auditor's report or report of a review accompanying the financial statements that are required under the Act.

17. SPECIAL RESOLUTIONS

- (a) A special resolution must be passed by a General Meeting of the Club to effect the following decisions:
 - (i) To change the name of the Club
 - (ii) To change the Constitution of the Club
 - (iii) To amalgamate with another incorporated body;
 - (iv) To voluntarily wind up the Club;
 - (v) To apply for registration as a company or a co-operative
- (b) A special resolution of the Club may only be passed in accordance with Section 39 of the Act.

18. COMMITTEE AND OFFICER BEARERS

18.1. Powers of the Committee

- (a) The affairs of the Club shall be managed by the Committee constituted under Clause 18.2.
- (b) Subject to this Constitution and the Act, the Committee:
 - (i) Shall control and manage the business and affairs of the Club;

- (ii) May exercise all such powers and functions as may be exercised by the Club other than those powers and functions that are required by this Constitution to be exercised by the Members in General Meetings; and
- (iii) Has power to perform all such acts as appear to the Committee to be essential for the proper management of the business and affairs of the Club.

18.2. Composition of the Committee

The Committee shall comprise:

- (a) The President;
- (b) The Deputy President;
- (c) The Secretary;
- (d) The Treasurer;
- (e) The Club Captain;
- (f) The Chief Training Officer;
- (g) The Junior Activities Manager;
- (h) The Surf Sports Manager.

18.3. Term of Office of Committee Members

- (a) Committee Members shall be elected in accordance with this Constitution annually, and subject to this Constitution shall hold office from the conclusion of the Annual General Meeting at which they were elected until the conclusion of the next following Annual General Meeting.
- (b) Committee Members may be re-elected.

18.4. Office Bearers of the Club

Office Bearers of the Club shall be:

- (a) **The President**
The President shall administer and be responsible for all affairs of the Club and shall chair all meetings of the Club and the Committee except as provided for in this Constitution. The President shall be ex-officio member on all committees and sub-committees of the Club.
- (b) **The Deputy President**
The Deputy President shall assist the President and, in the absence of the President, assume the responsibility and authority of that office.
- (c) **The Secretary**
The Secretary shall conduct all the correspondence of the Club and keep minutes of all General Meetings of the Club and all meetings of the Committee.
- (d) **The Treasurer**
The Treasurer shall ensure:
 - (i) that all money due to the Club is collected and received and that all payments authorised by the Club are made, and
 - (ii) that correct books and accounts are kept showing the financial affairs of the Club, including full details of all receipts and expenditure connected with the activities of the Club.
 - (iii) that a financial statement is presented to each meeting of the Committee including a list of accounts for payment;
 - (iv) that a financial report is presented to each Annual General Meeting.
- (e) **The Club Captain**
The Club Captain shall be responsible for the conduct of Members in all Club activities, for the general education in surf lifesaving and surf

awareness, and for the conduct of surf lifesaving operations, including competition and training activities and the use and management of all Club equipment.

The Club Captain shall ensure that patrols are arranged and that proper records are kept of all patrols including attendance and lifesaving performed by patrol members.

(f) **The Chief Training Officer**

The Chief Training Officer shall be responsible for the training of Members to qualify for SLSA Awards, shall convene meetings of the Club trainers and assessors each season and shall be responsible for arranging examinations of candidates for SLSA awards and for conducting proficiency tests of holders of SLSA awards requiring proficiency updates.

(g) **The Junior Activities Manager**

The Junior Activities Manager shall be responsible for overall planning, control and operation of activities for Junior Members.

(h) **The Surf Sports Manager**

The Surf Sports Manager shall be responsible for organizing Club competitions and the selection of teams to represent the Club in inter-club competitions.

19. ELECTION OF OFFICE BEARERS

19.1. Nominations of Candidates

- (a) The Club shall call for nominations for candidates to be elected to the Committee not less than 42 days prior to the Annual General Meeting.
- (b). Candidates must:
 - (i) Be aged 18 years or over; and
 - (ii) Reside in Australia.
- (c) Nominations of candidates for election as Members of the Committee shall be:
 - (i) Made in writing, signed by two Members entitled to vote at General Meetings and accompanied by the written consent of the nominee; and
 - (ii) Delivered to the Club in a manner determined by the Committee not less than 30 days before the date fixed for the holding of the Annual General Meeting.

The Club shall send the nominations to the Members entitled to vote under Clause 14.1.

- (d) If insufficient nominations are received to fill all available vacancies on the Committee:
 - (i) The candidates nominated shall, subject to declaration by the Chairperson, be deemed to be elected; and
 - (ii) The Chairperson may invite nominations from those Members in attendance at the meeting to fill all remaining positions; if more than one nomination is received for any particular vacancy, a vote will take place in accordance with Clause 19.2.
 - (iii) If after the process in Clause 19.1(d)(ii) has been followed there are still positions remaining to be filled they will be deemed casual vacancies under Clause 20.3.

- (e) If the number of nominations received is equal to the number of vacancies to be filled for any particular vacancy, the persons nominated shall be deemed to be elected.
- (f) If the number of nominations for any particular vacancy exceeds the number of vacancies to be filled, a vote shall take place.

19.2. Voting Procedures

Elections shall be conducted by such means as is prescribed by the Committee.

20. VACANCY ON THE COMMITTEE

20.1. Grounds for Termination of Appointment of Committee Member

For the purposes of this Constitution the office of a Member of the Committee becomes vacant if the Member:

- (a) Ceases to be a Member of the Club;
- (b) Dies;
- (c) Becomes bankrupt or makes any arrangement or composition with their creditors generally;
- (d) Becomes of unsound mind or a person whose estate is liable to be dealt with in any way under the law relating to mental health;
- (e) Resigns their office in writing to the Club;
- (f) Is absent from meetings of the Committee held during a period of three months without having previously obtained leave of absence in accordance with Clause 21.5 or provided reasonable excuse for such absence;
- (g) Without the prior consent or later ratification of the Members in General Meeting holds any office of profit under the Club;
- (h) Is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of his or her interest;
- (i) Is removed from office in accordance with this Constitution;
- (j) Has been expelled or suspended from membership (without further recourse under this Constitution or any of the Constitutions of the Branch, SLSNSW or SLSA);
- (k) In the opinion of the Committee (but subject to this Constitution):
 - (i) Has acted in a manner unbecoming or prejudicial to the Objects and interests of the Club; or
 - (ii) Has brought themselves or the Club into disrepute; or
 - (iii) Would otherwise be prohibited from being a director of a corporation under the *Corporations Act 2001 (Cth)*.

20.2. Removal of a Member of the Committee

- (a) The Club in a General Meeting may by Special Resolution remove any member of the Committee before the expiration of their term of office and appoint another Member in their place to hold office until the expiration of the term of the first mentioned member.
- (b) Where the member of the Committee to whom a proposed resolution referred to in Clause 20.2(a) makes representations in writing to the President and requests that such representations be notified to the Members entitled to vote, the President may send a copy of the representations to each Member or, if they are not so sent, the Member may require they be read out at the meeting and the representations shall be so read.

20.3. Casual Vacancy

In the event of a casual vacancy in the office of any member of the Committee, the Committee may appoint a Member to the vacant office and the person so appointed may continue in office up to the conclusion of the Annual General Meeting at which the term of the previous appointee would have expired.

21. QUORUM AND PROCEDURE AT COMMITTEE MEETINGS

21.1. Convening a Meeting of the Committee

- (a) The Committee shall meet as often as is deemed necessary for the dispatch of business. Subject to this Constitution the Committee may adjourn and otherwise regulate its meetings as it thinks fit.
- (b) Unless all Committee Members agree to hold a meeting at shorter notice either by agreement that is sufficiently evidenced in writing, email or telephone response or by their presence, or in accordance with Clause 21.2, not less than seven days written notice of Committee meeting shall be given to each Committee Member.
- (c) Written notice of each Committee meeting, specifying the time, date and place of the Committee meeting and the business to be transacted, shall be served on each Committee Member by:
 - (i) Delivering it to that Committee Member personally;
 - (ii) Sending it in writing, by facsimile or other means of electronic communication;in accordance with the Committee Members last notified contact details.
- (d) Notice may be given of more than one Committee Meeting at the same time.

21.2. Urgent Committee Meetings

- (a) In cases of urgency, a meeting can be held without notice being given under Clause 21.1 provided that as much notice as practicable is given to each Committee Member by the most effective means.
- (b) Any resolution made at an urgent Committee meeting must be passed by a majority of the Committee.

21.3. Quorum at Committee Meetings

- (a) The quorum for meetings of the Committee shall be at least one half of the number of members of the Committee.
- (b) No business shall be transacted 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 stand adjourned to the same place and at the same time of the same day in the following week, or any date, time and place as determined by the President.

21.4. Procedures at Committee Meetings

- (a) At meetings of the Committee, the President shall chair the meeting. If the President is absent or unwilling to act, the Deputy President shall chair the meeting. If both the President and Deputy President are absent or unwilling to act the Committee shall appoint one of its Members to chair the meeting.
- (b) Questions arising at any meeting of the Committee shall be determined by a show of hands, or if demanded by a Committee Member, by a poll taken in such manner as the person presiding at the meeting may determine.

- (c) Questions arising at any meeting of the Committee shall be decided by a majority of votes and a determination of a majority of Committee Members shall be deemed a determination of the Committee. All Committee Members shall have one vote on any question. The Chairperson shall not have a casting vote. Where voting is equal the motion will be lost.
- (d) A resolution in writing signed or assented to by facsimile or other form of electronic communication by all the voting Committee Members, shall be as valid and effectual as if it had been passed at a meeting of the Committee duly convened and held.
- (e) Without limiting the power of the Committee to regulate its meetings as it thinks fit, a meeting of the Committee Members may be held where one or more of the Committee Members is not physically present, provided that:
 - (i) All persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication;
 - (ii) Notice of the meeting is given to all Committee Members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Committee;
 - (iii) In the event that a failure in communications prevents Clause 21.4(e)(i) from being satisfied by that number of Committee Members which constitutes a quorum, and none of such Committee Members are present at the place where the meeting is deemed by virtue of the further provisions of this clause to be held then the meeting shall be suspended until Clause 21.4(e)(i) is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption the meeting shall be deemed to have terminated; and
 - (iv) Any meeting held where one or more of the Committee Members is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Committee Member is there present and if no Committee Member is there present the meeting shall be deemed to be held at the place where the Chairperson is located.

21.5. Leave of Absence

- (a) The Committee may grant a Committee Member leave of absence from Committee meetings for a period not exceeding three months.
- (b) The Committee must not grant leave of absence retrospectively unless it is satisfied that it was not feasible for the Committee Member to seek the leave in advance.

21.6. Material Personal Interests

- (a) A Committee Member who has a material personal interest in a matter being considered at a Committee meeting must disclose the nature and extent of that interest to the Committee.
- (b) A Committee Member with such a material personal interest must not:
 - (i) Be present while the matter is being considered at the meeting; and
 - (ii) Must not vote on the matter.
- (c) A general notice that a Committee Member is to be regarded as having a material personal interest in a matter being considered is sufficient declaration for such Committee Member and the said matter. After such general notice it is not necessary for such Committee Member to give a special notice relating to the said matter.

- (d) Any declaration made or any general notice as aforesaid given by a Committee Member in accordance with this Clause 21.6 must be recorded in the minutes of the relevant meeting.

21.7 Financial Interest

- (a) A Committee Member is disqualified from:
 - (i) Holding any place of profit or position of employment in the Club, or in any company, business or incorporated organization in which the Club is a shareholder or otherwise interested; or
 - (ii) Contracting with the Club either as vendor, purchaser or otherwise; Except with express resolution of approval by the Committee.
- (b) Any contract or arrangement in which any Committee Member is in any way interested which is entered into by or on behalf of the Club without the approval of the Committee, will be voided for such reason.
- (c) The nature of the financial interest of such Committee Member must be declared by the Committee Member at the meeting of the Committee at which the contract of arrangement is first taken into consideration if the interest then exists, or in any other case at the first meeting of the Committee after the acquisition of that interest.
- (d) A general notice that a Committee Member is a member of any specified company, business or incorporated organization and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under Clause 21.7(c) for such Committee Member and the said transactions. After such general notice is given, it is not necessary for such Committee Member to give a further special notice relating to any particular transaction with that company, business or organization.
- (e) Any declaration made or any general notice as aforesaid given by a Committee Member in accordance with Clause 21.7 must be recorded in the minutes of the relevant meeting.

21.8. Conflicts

A Committee Member, notwithstanding the interest, may be counted in the quorum present at any meeting but cannot vote in respect of any contract or arrangement in which he or she is interested. If the Committee Member votes, the vote shall not be counted.

22 DELEGATED POWERS

22.1. Committee May Delegate Functions

- (a) The Committee may, by instrument in writing, create, establish or appoint from amongst its Members, or otherwise, special committees, sub-committees, individual officers and consultants to carry out such duties and functions, and with such powers, as the Committee determines.
- (b) The Committee may in the establishing instrument delegate such functions as are specified in the instrument, other than:
 - (i) This power of delegation; and
 - (ii) A function imposed on the Committee by the Act or any other law, or this Constitution or by resolution of the Club in General Meeting.

- (c) At any time the Committee may by instrument in writing, revoke wholly or in part any declaration made under this Clause, and may amend or repeal any decision made by such body or person under this Clause.

22.2. Exercise of Delegated Functions

- (a) A function, the exercise of which has been delegated under this Clause, may whilst the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation.
- (b) A delegation under this Clause may be made subject to such conditions or limitations as to the exercise of any function or at the time or circumstances as may be specified in the delegation.

22.3. Procedure of Delegated Entity

- (a) The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Committee under Clause 21.
- (b) The entity shall also provide any other reports, minutes and information required by the Committee.

23. PUBLIC OFFICER

- (a) As required by Section 34 of the Act, the Committee shall appoint a Public Officer.
- (b) The Committee will determine from time to time who will act as the Club's Public Officer under the Act. Such person shall be appointed by the Committee for such term and upon such conditions as the Committee thinks fit.
- (c) The Public Officer must notify the relevant government agency of their appointment within 28 days after the appointment.
- (d) If the position of Public Officer becomes vacant, the Committee must appoint a person to the position within 28 days after the vacancy arises.

24. MINUTES OF COMMITTEE MEETINGS

- (a) The Committee must ensure that minutes are taken and kept of each Committee meeting.
- (b) As a minimum, the minutes must record:
 - (i) The business considered at the meeting;
 - (ii) Any resolution on which a vote is taken and the result of the vote; and
 - (iii) Any interest declared under Clauses 21.6 or 21.7.

25. BY-LAWS

25.1. Committee to Formulate By-Laws

The Committee may formulate, issue, adopt, interpret and amend such By-Laws for the proper advancement, management and administration of the Club, the advancement of the Objects and surf lifesaving as it thinks necessary or desirable. Such By-Laws must be consistent with this Constitution, the Branch Constitution, the SLSNSW Constitution, SLSA Constitution and any regulations or By-Laws or the Standard Operating Procedures made by SLSNSW or SLSA. If any By-Laws are inconsistent with the Branch, SLSNSW or SLSA Constitution and regulations the By-Laws shall be null and void and will be inapplicable.

25.2 By-Laws Binding

All By-Laws made under this Clause shall be binding on the Club and Members of the Club.

25.3. Notices Binding on Members

Amendments, alterations, interpretations or other changes to By-Laws shall be advised to Members of the Club by means of notices approved and issued by the Committee.

26. FUNDS, RECORDS AND ACCOUNTS

26.1. Sources of Funds

The Committee will determine the sources from which the funds of the Club are to be or may be derived and the manner in which such funds are to be managed.

26.2. Club to Keep Records

- (a) The Club shall establish and maintain, in accordance with the Act and this Constitution, proper accounting and other records and minutes concerning all transactions, business, meetings and dealings of the Club and the Committee
- (b) The Club shall retain such records for five (5) years after the completion of the transactions or operations to which they relate.

26.3. Committee to Submit Accounts

The Club's statements of account are required to be audited as per the Charitable Fundraising Act (1991). At the Club's Annual General Meeting the audited statements of account will be presented to the Members for approval or adoption.

26.4. Accounts Conclusive

The statements of account when approved or adopted by an Annual General Meeting shall be conclusive except as regards any error discovered in them within three months after such approval or adoption.

26.5. Accounts to be Made Available to Members

The Committee shall cause to be made available to all persons entitled to receive notice of Annual General Meetings in accordance with this Constitution, a copy of the statements of account, the Committee's report, the full auditor's report and every other document, if any, required under the Act.

27. APPLICATION OF INCOME

- (a) The income and property of the Club shall be applied solely towards the promotion of the Objects of the Club as set out in this Constitution.
- (b) No portion of the income or property of the Club shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member.
- (c) Nothing in this Clause 27 shall preclude payment to a Member in good faith for expenses incurred or services rendered, including by not limited to:
 - (i) Any services actually rendered to the Club whether as an employee or otherwise;
 - (ii) Goods supplied to the Club in the ordinary and usual course of operation;

- (iii) Interest on money borrowed from any Member;
 - (iv) Rent for premises demised or let by any Member to the Club; or
 - (v) Any out-of-pocket expenses incurred by a Member on behalf of the Club.
- (d) Provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arms length in a similar transaction.

28. NEGOTIABLE INSTRUMENTS

All payments whether by manual cheque or electronic means, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two duly authorized Committee Members or in such other manner as the Committee determines.

29. AUDITOR

- (a) An auditor or auditors shall be appointed by the Club in General Meeting. The auditor's duties shall be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with the *Corporations Act 2001 (Cth)* and generally accepted principles and/or any applicable code of conduct. The auditor may be removed by the Club in General Meeting.
- (b) The accounts of the Club shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by the auditor or auditors at the conclusion of each financial year.

30. SERVICE OF NOTICES

- (a) For the purposes of this Constitution, a notice may be served on or given to any person:
- (i) by delivering it to the person personally, or
 - (ii) by sending it by pre-paid post to the address of the person, or
 - (iii) by sending it by facsimile transmission or some other form of electronic transmission to an address specified by the person for giving or serving the notice
- (b) For the purposes of this Constitution, a notice is taken, unless the contrary is proved to have been given or served:
- (i) in the case of a notice given or served personally, on the date on which it is received by the addressee, and
 - (ii) in the case of a notice sent by pre-paid post, on the date when it would have been delivered in the ordinary course of post, and
 - (iii) in the case of a notice sent by facsimile transmission or some other form of electronic transmission, on the date it was sent or, if the machine from which the transmission was sent produces a report indicating that the notice was sent on a later date, on that date.

31. COMMON SEAL

- (a) The Club may have a Seal upon which its corporate name shall appear in legible characters.

- (b) The Seal shall not be used without the express authorization of the Committee. Every use of the Seal shall be recorded in the Club's minute book. Two Committee Members must witness every use of the Seal, unless the Committee determines otherwise.
- (c) The Seal shall be kept in the custody of the Public Officer.

32. REGISTERED ADDRESS

The registered address of the Club shall be the address determined from time to time by resolution of the Committee.

33. INDEMNITY

- (a) Every Committee Member, officer, auditor, manager, employee or agent of the Club shall be indemnified out of the property or assets of the Club against any liability incurred by him/her in his/her capacity as Committee Member, officer, auditor, manager, employee or agent in defending any proceedings, whether civil or criminal, in which judgment is given in his/her favour or in which he/she is acquitted or in connection with any application in relation to any such proceedings in which relief is, under the Act, granted to him/her by the Court.
- (b) The Club shall indemnify its Committee Members, officers, managers and employees against all damages and costs, including legal costs, for which any such Committee Member, officer, manager or employee may be or become liable to any third party in consequence of any act or omission except willful misconduct:
 - (i) In the case of a Committee Member or officer, performed or made whilst acting on behalf of and with the authority, express or implied of the Club; and
 - (ii) In the case of an employee, performed or made in the course of, and within the scope of his employment by the Club.

34. DISSOLUTION

- (a) The Club may be wound up voluntarily by Special Resolution passed at a General Meeting of the Club in accordance with Clause 17.
- (b) In the event of the Club being wound up, the liability of the Members shall be limited to any outstanding monies due and payable to the Club, including the amount of the Annual Subscription payable in respect of the current Financial Year. No other amount shall be payable by the Member.
- (c) If upon winding up or dissolution of the Club there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members but shall be transferred to the Branch.

35. CUSTODY OF BOOKS AND OTHER DOCUMENTS

- (a) Except as otherwise provided in this Constitution, the Committee shall keep in its custody or control all books, minutes, documents and securities of the Club.
- (b) Subject to the Act, the Committee may determine whether and to what extent, and at what times and places and under what conditions, the membership records, financial records, securities or other relevant documents of the Club will be open to inspection by the Members.