



Founded 1925

# CONSTITUTION OF THE NORTH CRONULLA SURF LIFE SAVING CLUB INCORPORATED (NCSLSC)

Incorporation No. Y 10147-11

ABN 166 138 594 23

Incorporation Date 21 May 1990

**Date Approved**

# Constitution of North Cronulla Surf Life Saving Club Inc.

## 1. NAME

The name of the incorporated association is North Cronulla Surf Life Saving Club Inc. (Incorporation No. Y 10147-11) (the **Club**).

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## 2. INCORPORATION

The Club was incorporated under the Act.

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## 3. OBJECTS OF THE CLUB

The Club is established solely for these Objects. The Objects of the Club are to:

- 3.1 Patrol North Cronulla Beach and take such reasonable steps to prevent drowning's and render assistance to those in distress at the beach;
- 3.2 Conduct, encourage, promote, advance and control surf lifesaving on North Cronulla Beach, its many aspects devoted to aquatic safety and management and the preservation of life in the aquatic environment;
- 3.3 Maintain liaison with Life Saving Guards (responsible to Sutherland Shire Council) for the patrolling of North Cronulla Beach and the promotion of safe surf bathing in the local community;
- 3.4 Participate as an affiliated member of SLS Sydney, SLSNSW and SLSA through and by which surf lifesaving and the preservation of life in the aquatic environment can be conducted, encouraged, promoted, advanced and administered;
- 3.5 Ensure the maintenance and enhancement of the Club and surf lifesaving, its standards, quality and reputation for the benefit of the Members, the local community and surf lifesaving as a community service;
- 3.6 Study and practice the methods of Surf Lifesaving as taught by SLSA and other leading experts in surf lifesaving;
- 3.7 Conduct or commission research and development for improvements in methods of surf lifesaving and surf lifesaving equipment and in all ways to improve and safeguard the use of the aquatic environment;
- 3.8 Promote the involvement and influence of surf lifesaving standards, techniques, awards and education with bodies involved in lifesaving;
- 3.9 Encourage and promote community awareness of safety on the beach and in the surf through staging demonstration, and arranging classes of instruction;
- 3.10 Continue to strive for governmental, commercial and public recognition of the Club as the authority on aquatic safety and management on North Cronulla Beach;
- 3.11 Pursue through itself or other such commercial arrangements, including sponsorship, utilisation of bar and function facilities, property hiring and leasing and marketing opportunities as are appropriate to further the interests of surf lifesaving at North Cronulla Beach;
- 3.12 Adopt and implement appropriate policies, including in relation to sexual harassment, equal opportunity, equity, drugs in sport, health, safety, junior and senior programs, infectious diseases and such other matters as arise from time to time as issues to be addressed in surf lifesaving;
- 3.13 Promote mutual trust and confidence between the Club and the Members in pursuit of these Objects;
- 3.14 Provide for the well-being of the Members;
- 3.15 Undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

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#### 4. POWERS OF THE CLUB

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.

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#### 5. INTERPRETATION AND DEFINITIONS

##### 5.1 Definitions

In this Constitution, unless the contrary intention appears:

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

**Allocation Policy for Income and Capital of the Trust Funds** means the policy determined under rule 35.7.

**Annual Financial Statements** means the collective financial statements and Auditors Reports tabled at the Annual General Meeting under rule 24.2.3.

**Annual General Meeting** means a meeting of Members convened under rule 24.

**Annual Report** means the collective reports of activities of the Club tabled at the Annual General Meeting under rule 24.2.2.

**Annual Subscriptions** means the annual fees payable by each category of Member as determined by the Board under rule 9.12.

**Appeal** means an action by a Member under rule 9.27 to challenge a determination of the Board.

**Auditor** means the Club Officer appointed under rule 38.1.

**Auditors Report** means the report prepared by the Auditor under rule 38.2.

**Board** means the body managing the Club and consisting of the Directors under rule 10.

**Bronze Medallion Award** means the Bronze Award, or equivalent or replacement accreditation.

**Budget** means a forecast financial plan for the Club prepared under rule 11.3.

**Budget Review** means the preparation and review of Budgets for the Club under rule 11.3.

**Chairperson** means the presiding member of a meeting.

**Club** means North Cronulla Surf Life Saving Club Inc. (Incorporation No.Y10147-11).

**Club Licensee** means the Club Officer appointed by the Board from time to time.

**Club Notice Board** means the physical and electronic noticeboards to be used by the Board to publish Notices to be accessible by Members.

**Club Officer** means any position of authority or responsibility within the Club prescribed by the Constitution and determined by the Board under rule 17.1.

**Club Premises** means the buildings and structures situated upon the property subject to the Lease.

**Committee** means any committee of the Board created under rule 17.1 from time to time.

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

**Corporations Act** means Corporations Act 2001.

**Directed Purpose Fund** means a fund subject to rule 37.2.2.

**Director** means a member of the Board appointed under rules 13 and 14.2.

**Director-General** means the Director-General referred to in the Act.

**Finance Committee** means the committee formed under rule 35.

**Financial Year** means the year defined under rule 34.

**General Meeting** means the Annual or any Special General Meeting of the Club convened under rules 24 and 25.

**General Trust Account** means a fund subject to rule 37.2.1.

**Honorary Solicitor** means the solicitor appointed by the Board to that role, under rule 20.

**Intellectual Property** means, in addition to property described in rule 45, all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment, images (including photographs, television, videos or films) or service marks (whether registered or registrable) relating to the Club or any championship, competition, series or event or surf lifesaving activity of or conducted, promoted or administered by the Club.

**Investment Policy** means the investment guidelines approved by the Board for the investing of Trustee Funds under rule 35.6

**Judiciary Committee** means a committee formed under rule 17.1 to assist the Board in the determination of a complaint under rule 9.25.5.

**Lease** means the leasehold interest contracted between Sutherland Shire Council as landlord and the Club as tenant in relation to the property supporting the club premises.

**Life Member** means an individual appointed as a Life Member of the Club under rule 9.3.3.

**Life Membership Committee** means a committee formed under rule 17.1 to assist the Board in reviewing nominations for Life Membership under rule 9.3.3.

**Lifesaving Online Membership Portal** means the SLSA authorised electronic access system and equivalent or replacement system, for lodging Members membership applications.

**List of Nominations** means the list of nominations for election of Club Officers at an Annual General Meeting required to be posted on the Club Notice Board under rule 13.1.3.

**Member(s)** means any person recognised as a Member of the Club under rule 9.

**Nomination for Life Membership Form** means the form provided by the Board for the nomination of candidates for Life Member and recorded in the Regulations.

**Nomination for Office Form** means the form provided by the Board for nomination of candidates for the Club Officer positions, recorded in the Regulations.

**North Cronulla** means the local community surrounding North Cronulla Beach.

**North Cronulla Beach** is the beach area controlled by the Club, as defined by the Patrol Service Agreement between Surf Life Saving NSW and Sutherland Shire Council.

**Notice of Annual General Meeting** means the notice issued under rule 26.1 to give notice of an Annual General Meeting.

**Notices of Regulations** means notices and changes to Regulations to be posted on the Club Notice Board for access by Members under rule 23.4.

**Objects** means the objects of the Club under rule 3.

**Patron** means the Club Officer elected under rule 44.

**President** means the President of the Club appointed under rule 13.

**Privacy Policy** means a policy determined by the Board for purpose of rule 42.3.

**Public Officer** means the person appointed to be the Public Officer of the Club under rule 21.2.

**Register** means the Register of Members kept under rule 9.13.

**Registrar** means the Registrar under the Act.

**Regulations** mean any regulation made by the Board under rule 23.

**Relevant Documents** means the records and other documents, however recorded compiled or stored, that relate to the Club and management of the Club and includes membership records, financial statements, financial records, and records and documents relating to transactions, dealings, business or property of the Club.

**Seal** means the common seal of the Club created under rule 43 and includes any official seal of the Club.

**SLSA** means Surf Life Saving Australia Limited.

**SLS Activities** means performing or participating in any capacity in any activity authorised or recognised by SLSA.

**SLS NSW** means the body recognised by SLSA as the body administering surf lifesaving in New South Wales.

**SLS Sydney** means the body recognised by SLSA as the body administering surf lifesaving in Sydney.

**Special Resolution** means a resolution passed in accordance with the Act and as provided for under rule 27.4.

**Standing Committee** means those committees formed and maintained under rule 19.

**State** means and includes a State or Territory of Australia.

**SurfGuard** means the national membership and club administration database owned by SLSA and any equivalent and or replacement system.

**Surf Life Saving Club** means a surf life saving club which is a Member of or otherwise affiliated with SLSNSW or SLSA.

**Sutherland Shire Council** means the local government authority responsible for North Cronulla Beach.

**Trustees** means those Club Officers elected under rule 36.

**Trust Funds** means those funds subject to rule 37.

## 5.2 Interpretation

In this Constitution:

**5.2.1** A reference to a rule, regulation, schedule or annexure is to a rule, regulation, schedule or annexure of, or made under, this Constitution;

**5.2.2** Words importing the singular include the plural and vice versa;

**5.2.3** Words importing any gender include the other genders;

**5.2.4** Headings are for convenience only and shall not be used for interpretation;

**5.2.5** Words or expressions shall be interpreted in accordance with the provisions of the Act as they vary from time to time;

**5.2.6** References to persons include natural persons, corporations and bodies politic, and any legal personal representatives, successors and permitted assigns of that person;

**5.2.7** Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act.

**5.2.8** A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and

**5.2.9** Expressions referring to "writing" shall unless the contrary intention appears, be construed as including references to printing, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

## 5.3 Enforceability

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable in any jurisdiction, the phrase or provision shall be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If it cannot be so read down the provision shall be severed to the extent of the invalidity or unenforceability. The remaining provisions of this Constitution and its validity or enforceability shall not be affected by the severance in any other jurisdiction.

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## 6. AFFILIATION

### 6.1 Affiliation with SLSA

**6.1.1** The Club shall remain affiliated with SLS Sydney, SLS NSW and SLSA.

**6.1.2** The affiliation with SLSA must include affiliation in accordance with any administrative arrangement made by SLSA, with SLS NSW or with such other body as SLSA may from time to time direct.

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## **7. COMPLIANCE OF CLUB**

The Members acknowledge and agree the Club shall:

- 7.1** Be or remain incorporated in New South Wales;
- 7.2** Apply its property and capacity solely in pursuit of the Objects and surf lifesaving;
- 7.3** Do all that is reasonably necessary to enable the Objects to be achieved;
- 7.4** Act in good faith and loyalty to ensure the maintenance and enhancement of surf lifesaving, its standards, quality and reputation for benefit of the Members and surf lifesaving; and
- 7.5** Act on behalf of and in the interests of the Members and surf lifesaving.

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## **8. OPERATION OF CONSTITUTION**

The Club and the Members acknowledge and agree:

- 8.1** 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 throughout North Cronulla;
- 8.2** To ensure the maintenance and enhancement of surf lifesaving, its standards, quality and reputation for the benefit of the Members and surf lifesaving;
- 8.3** Not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of surf lifesaving and its maintenance and enhancement;
- 8.4** To promote the economic and community services success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects; and
- 8.5** To act in the interests of the Members and surf lifesaving.

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## **9. MEMBERSHIP OF THE CLUB**

### **9.1 Open Membership**

Membership of the Club is open to all persons who accept the Constitution and Regulations of the Club.

### **9.2 Minimum Number of Members**

The minimum number of members shall be that number as required under the Act from time to time.

### **9.3 Categories of Membership**

#### **9.3.1** The Members of the Club shall consist of:

Senior Members which comprise:

- Active Members;
- Reserve Active;
- Senior Active; and
- Long Service Members;

#### **9.3.2** Youth Members which comprise:

- Junior (Nipper) Members; and
- Cadet Members;

#### **9.3.3** Life Members:

The Club shall have the power to elect a Member as a Life Member for outstanding services rendered to the Club.

- 9.3.3.1** the eligibility requirements for Life Membership are that the nominee is a Member who has completed twelve (12) years of outstanding service as a Member.

- 9.3.3.2** all nominations for Life Membership must be submitted to the Administration Director (Secretary) on the prescribed "Nomination for Life Membership" form by the last day of February.
- 9.3.3.3** during the month of March the Administration Director (Secretary) shall have the service record of each nominee verified and will forward all nominations including respective service records to the Board.
- 9.3.3.4** the Board may refer any or all nominations to the Life Membership Committee which shall provide advice on eligibility to the Board by the last day of April.
- 9.3.3.5** the proposer and seconder of each nomination shall be advised in writing and have the right to be heard at the May Board meeting at which each nomination is to be considered by the Board.
- 9.3.3.6** the Board must approve the submission of each nomination to the Annual General Meeting by at least seventy five percent (75%) of those present and eligible to vote.  
The Board ballot shall be determined by a show of hands, except, if on the decision of the Chairperson or if four (4) or more members present at the meeting decide that the question should be determined by a secret ballot, then a secret ballot shall be held
- 9.3.3.7** following approval by the Board the nomination shall be included in the following Notice of Annual General Meeting.
- 9.3.3.8** upon the Notice of the Annual General Meeting being issued, the Secretary shall post the nominees service record on the Cub Notice Board, and provide copies to Members present and eligible to vote at the Annual General Meeting.
- 9.3.3.9** members must then approve the nomination at the Annual General Meeting by at least an eighty per cent (80%) majority of those present and eligible to vote, the vote shall be by secret ballot.
- 9.3.3.10** Life Members shall not be called upon to pay any subscriptions and fees under rule 9.12 or perform any patrol duties.

**9.3.4** Associate Members which comprise:

- Associates Holding Office;
- Social Members; and
- Parent Members;

**9.3.5** Honorary Members;

**9.3.6** Probationary Members;

**9.3.7** Restricted Members;

The Board may by Regulation accept an individual as a Restricted Member for a specific purpose. Restricted Members shall have no rights other than those granted by the Board, shall not have voting rights and membership to have a term of not more than one year.

**9.3.8** The Regulations will set out the requirements for determining eligibility for each category of membership.

**9.4 Application for Membership**

An application for membership by an individual must be either:

- 9.4.1** In writing on the form prescribed by the Board and lodged with the Administration Director (Secretary); or
- 9.4.2** Submitted online via the Lifesaving Online Membership Portal and in accordance with the process (if any) as prescribed by the Board; and
- 9.4.3** Accompanied by the appropriate fee, if any.

**9.5 Inter-club Transfers**

In addition to the requirements under rule 9.4, applications for membership of the Club by a member from another surf lifesaving club must comply with the procedures set out in the Regulations.

## **9.6 Discretion to Accept or Reject an Application**

**9.6.1** The Board may accept or reject an application whether the applicant has complied with the requirements in rules 9.4 and/or 9.5 or not, and shall not be required or compelled to provide any reason for such acceptance or rejection.

**9.6.2** Where the Board accepts an application the applicant shall become a Member.

**9.6.3** Membership of the Club shall be deemed to commence upon the earlier of entering and commencing SLS Activities or acceptance of the application by the Board. The Register shall be updated accordingly as soon as practicable.

**9.6.4** If the Board rejects an application, it shall refund any fees forwarded with the application, and the application shall be deemed rejected by the Board.

## **9.7 Renewal of Membership**

**9.7.1** The Board may require Members to re-apply annually for membership of the Club in accordance with the procedures set down by the Board. Rules 9.4, 9.5 and 9.6 apply to applications for renewal of membership.

**9.7.2** Upon re-application a Member must provide details of any change in their personal details, and any other information reasonably required by the Board.

## **9.8 Membership Transitional Arrangements**

Notwithstanding any other rule of this Constitution, the transitional arrangements set out at rule 48 shall apply to the continuation of membership from the date of adoption of this Constitution.

## **9.9 Effect of Membership**

**9.9.1** Members acknowledge and agree that:

**9.9.1.1** this Constitution constitutes a contract between each of them and the Club and that they are bound by this Constitution and the Regulations;

**9.9.1.2** they shall comply with and observe this Constitution and the Regulations;

**9.9.1.3** by submitting to this Constitution and the Regulations they are subject to the jurisdiction of the Club;

**9.9.1.4** this Constitution and Regulations are necessary and reasonable for promoting the Objects;

**9.9.1.5** except as provided elsewhere in this Constitution, they are entitled to all benefits, advantages, privileges and services of their membership as determined by the Board; and

**9.9.1.6** where the Board considers or is advised that a Member has allegedly:

(a) breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations, or any resolution or determination of the Club; or

(b) acted in a manner prejudicial to the Objects and interests of the Club and/or surf lifesaving; or

(c) brought the Club, any Surf Life Saving Club or surf lifesaving into disrepute.

The Club may after allowing the Member a reasonable opportunity to explain, adjudicate and if necessary penalise the Member with such penalty as it thinks appropriate.

**9.9.2** The following Members only shall be entitled to vote at General Meeting of the Club:

Senior Members

Junior Members holding a Bronze Medallion Award

Life Members

Associates holding office as prescribed by the Regulations

### **9.9.3 Right to Attend Board Meetings**

Any Member may attend a Board meeting. That Member may ask permission to speak with the consent of the majority of the meeting, but may not vote.



## **9.10 Publicity**

The Board is the official source and spokesperson for the Club in respect of media communications and public comment on Club activities. Members speaking and or publishing statements referring to Club activities are subject to their obligations under the Constitution and Regulation of the club and as members of SLSA subject to their obligations under the rules and regulations of SLSA affiliated bodies.

A Member of the Club must not, without the approval of the Board, supply to any section of the media for broadcast and/or publication any information or comment concerning Club activities.

## **9.11 Liability of Members**

The liability of the Members is limited to the unpaid portion of their Annual Subscriptions and any other unpaid obligations owing to the Club.

## **9.12 Subscriptions and Fees**

**9.12.1** The Board shall, from time to time, determine for each category of Members:

**9.12.1.1** the Annual Subscription, including when due, and the manner of payment to be made;

**9.12.1.2** any other fees or levies payable by Members; and

**9.12.1.3** membership benefits and entitlements.

**9.12.2** The Board is empowered to prevent any Member whose 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.

## **9.13 Registers**

### **9.13.1 Club to Keep Register of Members**

The Club shall keep and maintain a Register of Members in which it shall be entered (where the information is available):

**9.13.1.1** the full name and address of the Member;

**9.13.1.2** the category of membership of the Member;

**9.13.1.3** the date on which the Member became a Member;

**9.13.1.4** any other information determined by the Board; and

**9.13.1.5** for each former Member, the date of ceasing to be a Member.

### **9.13.2 Use of SurfGuard**

Where possible, SurfGuard (or equivalent or replacement system) shall be used as the Register of Members.

### **9.13.3 Obligation to Provide Member's Details and Any Changes to Member's Details**

Members shall provide the required details under rule 9.13.1 to the Club upon application under rule 9.4 and renewal of membership under rule 9.7 and of any changes to those details to the Administration Director (Secretary) within sixty days of such change.

### **9.13.4 Inspection of Register**

Inspection of the Register will only be available as required by the Act and under rule 42.2.

### **9.13.5 Use of Register**

Subject to confidentiality considerations and privacy laws provided under rule 42.3, the Register may be used by the Club to further the Objects, as the Board considers appropriate.

## **9.14 Discontinuance 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 of resignation or withdrawal in writing to the Administration Director (Secretary).

## **9.15 Discontinuance by Breach**

- 9.15.1** Membership of the Club may be discontinued by the Board upon breach of any rule of this Constitution, including but not limited to the failure to pay any monies owed to the Club, failure to comply with the Regulations or any resolution or determination made or passed by the Members in General Meeting or by the Board or by any duly authorised committee.
- 9.15.2** Membership shall not be discontinued by the Board under rule 9.15.1 without the Board first giving the accused Member the opportunity to explain the breach and/or remedy the breach, being the subject of a complaint under rule 9.24 which provides for the determination of the complaint and the setting of any penalty under rule 9.25 and 9.26 respectively.
- 9.15.3** Where a Member fails, in the Board's view to adequately explain or remedy the breach, having received the findings of the Judiciary Committee under rule 9.25, that Member's membership may be discontinued under rule 9.15.1 by the Board giving written notice of the discontinuance.
- 9.15.4** Notwithstanding the issue of a notice of discontinuance under rule 9.15.3, a Member may within 30 days give notice in writing to the Administration Director (Secretary) of their intention to Appeal under rule 9.25, whereupon the discontinuance shall not become effective until the Appeal has been finalised and the Board's notice of discontinuance confirmed.

## **9.16 Discontinuance by Failure to Pay Subscription**

- 9.16.1** A Member is taken to have resigned if:
- 9.16.1.1** the Member's Annual Subscription is outstanding more than sixty days after the date on which subscription fees fall due and payable; or
- 9.16.1.2** in the event 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 60 days after receiving that request, confirmed in writing that he or she wishes to remain a Member.
- 9.16.2** Should a sufficient explanation be made to the Board for the failure to pay the Annual Subscription or reason for not responding to a request to confirm membership, the Board shall have the power to restore the membership, subject to payment of the amount due (if any).

## **9.17 Resignation by Failure to Re-apply**

If a Member has not re-applied for Membership with the Club within 60 days of re-application falling due, that Member's membership will be deemed to have lapsed from that time.

## **9.18 Discontinuance By Board Not Approving Renewal**

- 9.18.1** The Board may reject an application for renewal under rule 9.6 upon which the affected membership will be deemed discontinued from the date that the rejected renewal was to have taken effect, subject to the finalisation of any Appeal under rule 9.18.2
- 9.18.2** A Member affected by the Board's exercise of rule 9.18.1 may upon receipt of the Board's decision in writing lodge with the Administration Director (Secretary) within 30 days written notice of an intention to Appeal under rule 9.27, whereupon the discontinuance shall not become effective until the Appeal has been finalised and the Board's rejection of the renewal application confirmed.

## **9.19 Amendment to the Register**

Where a Member resigns under rule 9.14, an entry and the date on which the Member ceased to be a Member, shall be recorded in the Register as soon as practicable under rule 9.13.1.5.

## **9.20 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 of the Club including Intellectual Property. Any Club documents, records or other property in the possession, custody or control of that Member shall be returned to the Club immediately.

## **9.21 Membership Entitlements Not Transferable**

A right, privilege or obligation enjoyed by a Member by reason of their membership in the Club, is not capable of being transferred or transmitted to another person.

## **9.22 Membership May Be Reinstated**

A membership which has been discontinued under rules 9.14 to 9.18 inclusive may be reinstated at the discretion of the Board, upon such conditions as it deems appropriate.

## **9.23 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.

## **9.24 Resolution of Disputes**

**9.24.1** Members shall at all times conduct themselves in accordance with the requirements of this Constitution and Regulations of the Club and of SLSA's constitution and regulations, copies of which can be obtained from the Secretary.

**9.24.2** Where a reported dispute exists between a Member and another Member, in their capacity as Members of the Club, or a dispute between a Member or Members and the Club, the matter shall be referred by the Board to the Patron for mediation.

**9.24.3** If the Patron is unable to resolve the dispute between the parties involved, the matter shall be referred to the Board for their determination.

**9.24.4** The decision of the Board shall be final and binding on all parties, subject to the parties exercising their rights as Members under the Constitution including:

**9.24.4.1** the giving of notice to the Board of business to be determined at a General Meeting; or

**9.24.4.2** requisitioning a Special General Meeting to determine a matter; or

**9.24.4.3** lodging with the Administration Director (Secretary) within 30 days of receiving the Board's determination notice of an intention to Appeal under rule 9.27 in relation to the Board's determination.

## **9.25 Discipline of Members**

**9.25.1** A complaint may be made to the Board by any Club Officer or Member, that another Member has:

**9.25.1.1** breached, failed, refused or neglected to comply with a rule of this Constitution, the Regulations or any proper resolution or determination of the Members in General Meeting or by the Board or by any duly authorised committee; or

**9.25.1.2** acted in a manner unbecoming of a Member, or prejudicial to the Objects and/or interests of the Club and SLSA; or

**9.25.1.3** failed to comply with any obligations imposed by virtue of this Constitution or the Board; or

**9.25.1.4** brought SLSA, SLS NSW, SLS Sydney, or the Club into disrepute.

**9.25.2** Upon receipt of a complaint under rule 9.25.1 the Board may commence or cause to be commenced, disciplinary proceedings against the defendant Member, and that Member, will be subject to, and submits unreservedly to the jurisdiction, disciplinary procedures and penalties and the appeal mechanisms of the Club as set out in the Constitution and Regulations and those of SLSA as set out in the SLSA constitution and regulations.

**9.25.3** If the Board resolves that the complaint is trivial or vexatious it may dismiss the complaint without any further enquiry.

- 9.25.4** If the Board resolves that the complaint is a matter for determination by an affiliated entity within the SLSA structure it may refer the complaint to the relevant entity for its determination.
- 9.25.5** If the Board resolves to deal with the complaint it shall appoint a Judiciary Committee to deal with any disciplinary matter referred to it. The Judiciary Committee shall operate under the principles and terms expressed in, and in accordance with, the current SLSA regulations that are formulated and promulgated from time to time.
- 9.25.6** A Judiciary Committee of at least five (5) Members, the majority to have at least ten (10) years membership service and hold the Bronze Medallion, shall be selected by the Board as required. If an urgent Judiciary Committee need to be convened then the Judiciary Committee may be nominated by the Club Executive.
- 9.25.7** Having conducted its review of the complaint in accordance with rule 9.25.5, the Judiciary Committee shall provide its findings to the Board and the defendant Member. The Board will then, within 30 days, provide its determination on the complaint to the defendant Member.
- 9.25.8** The Board's determination shall be binding on the defendant Member subject to the defendant Member, within 30 days of receiving the determination in writing from the Board, providing a written notice to the Administration Director (Secretary) of an intention to Appeal the Board's determination under rule 9.27.

## **9.26 Penalties That May Be Imposed For a Member's Breach**

- 9.26.1** In conducting its review of a complaint under rule 9.25.5 the Judiciary Committee shall review the facts of the complaint to make a finding of breach and if a breach is established, to make a recommendation as to the penalty to be imposed by the Board.
- 9.26.2** The Judiciary may recommend the following penalties:
  - 9.26.2.1** reprimand.
  - 9.26.2.2** suspension of such activities, on such terms and for such period, as the Judiciary Committee thinks fit.
  - 9.26.2.3** exclusion from a particular activity, event or events.
  - 9.26.2.4** expulsion under rule 9.15.
  - 9.26.2.5** fines imposed in such manner and in such amount as the Judiciary Committee deems fit.
  - 9.26.2.6** an order requiring the Member to undertake an activity based penalty as the Judiciary Committee deems fit.
  - 9.26.2.7** such combination of any of the above penalties as the Judiciary Committee deems fit.

## **9.27 Rights of Appeal**

- 9.27.1** Appeals by a Member within the SLSA's affiliation structure shall lie in accordance with the constitutions and regulations of those affiliated entities and that are current at the time that the determination of the Board being the subject of the Appeal was made.
- 9.27.2** If an Appeal by a Member under rule 9.27.1 is ultimately successful, then the Board shall comply with the determination of the most senior affiliated entity involved in the Appeal, once the Appeal procedure has been finalised by all parties involved.
- 9.27.3** As an alternative to an Appeal under 9.27.1 the affected Member may elect to reserve their right of Appeal to an affiliated SLSA entity and instruct the Board to convene a Special General Meeting to determine a motion for change to the Board's determination being challenged by the Member. If the Member is not satisfied with the outcome of a General Meeting convened under rule 9.27.3, they may then proceed to exercise their rights of appeal under 9.27.1 as reserved.
- 9.27.4** Subject to rules 9.27.1 and 9.27.3 the determination of the Board in relation to a Member's rights under rules 9.15, 9.18, 9.24 and 9.25, shall be final and binding on the Member.

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## **10 BOARD**

### **10.1 Composition**

The Board shall comprise of at least fourteen (14) Directors, including the following officers:

President, Deputy President, Administration Director (Secretary), Finance Director, Club Captain, Life Saving Director, Training and Education Director, Competition Director, Youth Development Director (YD Director), Junior Activity Group Director (JAG (Nipper) Director), Operations Director, Marketing and Communications Director and Two (2) Club Life Members.

### **10.2 Directors Needing Bronze Medallion Award**

Directors must have obtained their Bronze Medallion Award if holding the following positions:

President, Deputy President, Club Captain, Life Saving Director, Training and Education Director, Competition Director and Youth Development Director (YD Director).

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## **11 POWERS OF THE BOARD**

### **11.1 Board to Manage the Club**

The affairs of the Club shall be managed by the Board constituted under rule 10.

### **11.2 Boards Power to Manage**

Subject to this Constitution and the Act, the Board:

- 11.2.1** Shall control and manage the business and affairs of the Club;
- 11.2.2** 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 Meeting; and
- 11.2.3** Has the power to perform all such acts and things as appear to the Board to be deemed necessary for the proper management of the business and affairs of the Club.

### **11.3 Budget Review**

- 11.3.1** Following the Annual General Meeting the Board shall perform the Budget Review, comprising the review and approval of any necessary amendments to the Budget for the current Financial Year, and the preparation and approval of the Budget for the following Financial Year. The Board shall complete the Budget Review on or before the November Board meeting following the Annual General Meeting.
- 11.3.2** Any Director, committee or Club Officer must not incur expenditure on behalf of the Club that has not been included in the Budget. The Board may, from time to time, approve expenditures outside of the Budget subject to rules 11.6 and 11.7.

### **11.4 Portfolios**

If the Board considers it appropriate, in order to further the Objects, in addition to those roles specified in rule 10.1 and described in the Regulations, it may allocate additional roles with specific responsibilities to any Director as determined at the discretion of the Board.

### **11.5 Right to Co-opt**

It is expressly acknowledged that the Board may co-opt any person with appropriate experience or expertise to assist the Board in respect of such matters and on such terms as the Board thinks fit. Any person so co-opted shall not be a Director, and shall not exercise the rights of a Director, but shall act in an advisory role only.

### **11.6 Expenditure and Borrowing Limits**

- 11.6.1** The Board shall expend the funds of the Club in such a manner as it shall, in its discretion, deem to be in the interests and Objects of the Club. Provided however, that the Board shall not have the power to authorise the expenditure or borrowing of more than the sum of \$100,000 on any one project without the prior approval of a General Meeting.

**11.6.2** Any Director, Committee or Club Officer may expend any sum greater than \$30,000 approved in the Budget under rule 11.3, provided at least seven (7) days prior notice is given to the Board for its approval. The said notice shall show the proposed purpose of the expenditure.

**11.6.3** The amounts of the limits mentioned in rules 11.6.1 and 11.6.2 shall be published in the Budget, and may be altered by the Board each year in the Budget Review. The alteration, if any, shall be no greater than the annual proportionate increase in the Sydney Consumer Price Index or like index.

### **11.7 Property Acquisition, Construction and Management**

**11.7.1** The Board may, subject to the approval of the Members in General Meeting, purchase or otherwise acquire, hold, erect, build, let or hire, lease, mortgage, sell, control and maintain any real estate and or building or premises including car park as may reasonably be required to further the Objects.

**11.7.2** Notwithstanding rule 11.7.1, the Board may enter short term hiring's of the Premises without needing the approval of the Members in General Meeting and conditions of short term hiring to be approved by the Board.

### **11.8 Approve Membership of the Club**

The Board shall approve membership of the Club in accordance with the relevant membership categories under rule 9.3.

### **11.9 Power of Reprimand, Suspension or Expulsion of Club Membership**

The Board may reprimand, suspend or expel a Member in accordance with rules 9.25 and 9.26.

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## **12 TERM OF OFFICE OF DIRECTORS**

**12.1** Directors shall be elected annually in accordance with this Constitution, and subject to this Constitution, shall hold office from the conclusion of the Annual General Meeting at which they were elected until the election of Directors at the next following Annual General Meeting.

**12.2** Directors may be re-elected.

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## **13 ELECTION OF DIRECTORS**

### **13.1 Nomination of Candidates**

The Board shall call for nominations for candidates to be elected to the Board to fill those vacant positions listed in the Notice of Annual General Meeting. When calling for nominations the Board may provide details of any qualifications and job description described in the Regulations relevant to respective Director positions. Qualifications and job descriptions, as determined by the Board from time to time, are for the guidance of Members and do not disqualify a candidate satisfying rule 13.1.1.

**13.1.1** Candidates must:

**13.1.1.1** be aged 18 years or over;

**13.1.1.2** be a member;

**13.1.1.3** not be a Restricted Member; and

**13.1.1.4** reside in Australia.

**13.1.1** Nominations of candidates for election as Directors shall:

**13.1.1.1** be made in writing, on the Club's Nomination for Office Form signed by two Members, the proposer and seconder, and accompanied by the written consent of the nominee, by way of endorsement on the Nomination for Office Form;

**13.1.1.2** specify the office for which the candidate is nominated; and

**13.1.1.3** be lodged with the Administration Director (Secretary) prior to 6.00pm on the day seven (7) days before the commencement of the Annual General Meeting.

- 13.1.2** The Administration Director (Secretary) shall post on the Club Notice Board seven (7) days before the commencement of the Annual General Meeting, the List of Nominations, comprising the vacant positions and any compliant nominations of candidates for election as Director for the respective positions.
- 13.2** At the Annual General Meeting, in respect of each vacant position:
- 13.2.1** If the number of nominations received is equal to the number needed to fill a vacant position on the Board, the candidates nominated shall, subject to declaration by the Chairperson, be deemed to be elected; and
- 13.2.2** If the number of nominations received are less than the number needed to fill a vacant position on the Board, the Chairperson shall declare those candidates who have nominated to be elected, and may:
- 13.2.2.1** then firstly invite nominations from the floor of the meeting for any part of the vacant position still to be filled;
- 13.2.2.1** upon receiving any nominations from the floor, the Chairperson shall confirm that each candidate has satisfied rule 13.1.1, is in attendance at the meeting and has agreed to be nominated;
- 13.2.2.2** then conduct a ballot for the unfilled portion of the position if more nominations have been received than required or if the nominations equal the unfilled part of the position declare the candidates elected to complete the filling of that vacant position;
- 13.2.2.3** in the event that the Chairperson has been unable to receive sufficient nominations to fill a vacant position at the Annual General Meeting, or has decided not to invite nominations from the floor, the remaining vacant position will be deemed a casual vacancy under rule 14.2.
- 13.2.3** If the number of nominations received is greater than needed to fill a vacant position on the Board, voting papers shall be prepared containing the names of the candidates in alphabetical order for each vacancy and a ballot held at the meeting.

### **13.3 Voting procedures**

The ballot for the election of the Directors' positions will be conducted at the Annual General Meeting in accordance with rule 27.

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## **14 VACANCY ON THE BOARD**

### **14.1 Causes for Vacancy**

For the purposes of this Constitution, the office of a Director becomes vacant if the Director:

- 14.1.1** Ceases to be a Member;
- 14.1.2** Dies;
- 14.1.3** Becomes bankrupt or makes any arrangement or composition with their creditors generally;
- 14.1.4** Becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- 14.1.5** Resigns their office in writing to the Club;
- 14.1.6** Is absent from meetings of the Board held during a period of three months without having previously obtained leave of absence or provided reasonable excuse for such absence;
- 14.1.7** Is disqualified from office under rule 16.6.1;
- 14.1.8** Is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of his interest;
- 14.1.9** Is removed from office in accordance with this Constitution;
- 14.1.10** Has been expelled or suspended from membership (without further recourse under this Constitution);
- 14.1.11** In the opinion of the Board (but subject always to this Constitution):

**14.1.11.1** has acted in a manner unbecoming or prejudicial to the Objects and interests of the Club; or

**14.1.11.12** has brought the Club into disrepute; or

**14.1.12** Would otherwise be prohibited from being a director of a corporation under the Corporations Act.

## **14.2 Casual Vacancy**

In the event of a casual vacancy in the office of any Director, the Board 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 office holder would have expired.

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## **15 REMOVAL OF DIRECTOR**

**15.1** The Club in a General Meeting may by resolution remove any Director, 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 Director.

**15.2** The Director, who is to be subject to a proposed resolution referred to in rule 15.1, may make representations in writing to the President and request that such representations be notified to the Members. Upon receipt of such representations the President shall at his discretion send a copy of the representations to each Member or, if they are not so sent, the Director shall require that they be read out at the meeting.

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## **16 QUORUM AND PROCEDURES MEETINGS AT BOARD**

### **16.1 Convening a Board meeting**

**16.1.1** The Board shall meet monthly and as often as is deemed necessary for the dispatch of business. Subject to this Constitution the Board may adjourn and otherwise regulate its meetings as it thinks fit.

**16.1.2** Unless all Directors agree to hold a meeting at shorter notice either by agreement that is sufficiently evidenced in writing or by their presence, or in accordance with rule 16.2, not less than seven days written notice of Board meeting shall be given to each Director.

**16.1.3** Written notice of each Board meeting, specifying the general nature of the time, date and place of the Board meeting and (where possible) the business to be transacted, shall be served on each Director by:

**16.1.3.1** delivering it to that Director personally;

**16.1.3.2** sending it in writing, by email or other means of electronic communication (subject to receiving appropriate confirmation that the notice has been effectively dispatched); or

**16.1.3.3** in accordance with the Directors last notified contact details.

**16.1.4** Notice may be given of more than one Board meeting at the same time.

**16.1.5** Notwithstanding the schedule of Board meetings determined under rule 16.1.1, a Director has the right to call a Board meeting by a request in writing to the President or Administration Director (Secretary) under rule 16.2, stating the requested time and place for the meeting, and the business to be considered at the meeting. The President having consulted with the requestor, and having considered time needed for the giving of notice, has the final decision as to determining the time and place for the out of schedule meeting.

### **16.2 Urgent Board Meetings**

In cases of urgency, a meeting can be held without notice being given under rule 16.1 provided that as much notice as practicable is given to each Director by the most effective means.

Any resolution made at an urgent Board meeting must be passed by a majority of the Board at that meeting.



### **16.3 Quorum**

- 16.3.1** At meetings of the Board the number of Directors whose presence is required to constitute a quorum is seven (7).
- 16.3.2** 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 hour of the same day in the following week, or any date, time and place determined by the President.
- 16.3.3** The Board may act notwithstanding any casual vacancy. However, if there are casual vacancies in the offices of Directors such that the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Board, those Directors may act only to consider increasing the number of Directors to a number sufficient to constitute such a quorum.

### **16.4 Procedures at Board Meetings**

- 16.4.1** At meetings of the Board, the President shall chair the meeting. If the President is absent or unwilling to act the Deputy President shall act as Chairperson and if there is no Deputy President, the Board shall appoint one of the Directors present to chair the meeting.
- 16.4.2** Questions arising at any meeting of the Board shall be determined on a show of hands, or if demanded by a Director, by a poll taken in such manner as the person presiding at the meeting may determine.
- 16.4.3** Questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of Directors shall be deemed a determination of the Board. All Directors shall have one vote on any question, notwithstanding a Director may be holding more than one position on the Board. The Chairperson may exercise a casting vote where voting is equal.
- 16.4.4** Voting by proxy is not permitted at Board meetings.
- 16.4.5** A resolution in writing signed or assented to by email or other form of electronic communication by all the voting Directors, shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Directors.
- 16.4.6** Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Directors may, at the sole discretion of the Board, be held where one or more of the Directors is not physically present at the meeting, provided that:
  - 16.4.6.1** 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;
  - 16.4.6.2** notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board;
  - 16.4.6.3** in the event that a failure in communications prevents rule 16.4.6.1 from being satisfied by that number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this rule to be held then the meeting shall be suspended until rule 16.4.6.1 is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption the meeting shall be deemed to have terminated; and
  - 16.4.6.4** any meeting held where one or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Director is there present, and if no Director is there present the meeting shall be deemed to be held at the place where the person presiding is located.

### **16.5 Material Personal Interests**

- 16.5.1** A Director who has a material personal interest in a matter being considered at a Board meeting must disclose the nature and extent of that interest to the Board.
- 16.5.2** A Director with such a material personal interest must not:
  - 16.5.2.1** be present while the matter is being considered at the meeting; and

**16.5.2.2** must not vote on the matter.

**16.5.3** A general notice that a Director is to be regarded as having a material personal interest in a matter being considered is sufficient declaration for such Director and the said matter. After such general notice it is not necessary for such Director to give a special notice relating to the said matter.

**16.5.4** Any declaration made or any general notice as aforesaid given by a Director in accordance with rule 16.5 must be recorded in the minutes of the relevant meeting.

## **16.6 Financial interest**

**16.6.1** A Director is disqualified from:

**16.6.1.1** holding any office of profit or position of employment in the Club, or in any company or incorporated entity in which the Club is a shareholder or otherwise interested; or

**16.6.1.2** contracting with the Club either as vendor, purchaser or otherwise; except with a resolution of approval of the Members in General Meeting.

**16.6.2** Any contract or arrangement in which any Director is in any way interested which is entered into by or on behalf of the Club without the approval of the Board, will be voided for such reason.

**16.6.3** The nature of the financial interest of such Director must be declared by the Director at the meeting of the Board at which the contract or arrangement is first taken into consideration if the interest then exists, or in any other case at the first meeting of the Board after the acquisition of the interest.

**16.6.4** A general notice that a Director is a Member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under rule 16.6.3 for such Director and the said transactions. After such general notice it is not necessary for such Director to give a special notice relating to any particular transaction with that firm or company.

**16.6.5** Any declaration made or any general notice as aforesaid given by a Director in accordance with rule 16.6 must be recorded in the minutes of the relevant meeting.

## **16.7 Conflicts**

A Director, 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 the Director is interested. If the Director votes, the vote shall not be counted.

## **16.8 Minutes of Board meetings**

**16.8.1** The Board must ensure that minutes are taken and kept for each Board meeting.

**16.8.2** As a minimum, the minutes must record:

**16.8.2.1** the business considered at the meeting;

**16.8.2.2** any resolution on which a vote is taken and the result of the vote; and

**16.8.2.3** any interest declared under rules 16.5 or 16.6.

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## **17 DELEGATED POWERS**

### **17.1 Board May Delegate Functions**

**17.1.1** The Board may, by instrument in writing create, establish or appoint from amongst its own Members, or otherwise, special committees, sub-committees, individual officers and consultants to carry out such duties and functions, and with such powers, as the Board determines.

**17.1.2** Any act or thing done or suffered by an entity acting in the exercise of a delegation under this rule has the same force and effect as it would have if it had been done or suffered by the Board.

**17.1.3** Despite any delegation under this rule, the Board may continue to exercise any function delegated.

- 17.1.4** The Board may in the establishing instrument delegate such functions as are specified in the instrument, other than:
- 17.1.4.1** this power of delegation; and
  - 17.1.4.2** a function imposed on the Board by the Act or any other law, or this Constitution or by resolution of the Club in General Meeting.
- 17.1.5** At any time the Board may by instrument in writing, revoke wholly or in part any delegation made under this rule, and may amend or repeal any decision made by such body or person under this rule.

## **17.2 Exercise of Delegated Functions**

- 17.2.1** A function, the exercise of which has been delegated under rule 17.1, may whilst the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation.
- 17.2.2** A delegation under rule 17.1 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.

## **17.3 Procedures of Delegated Entity**

- 17.3.1** The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, and where practical, be the same as that applicable to meetings of the Board under rule 16.
- 17.3.2** The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the Board with details of all material decisions.
- 17.3.3** The entity shall also provide any other reports, minutes and information required by the Board.

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## **18 EXECUTIVE COMMITTEE**

- 18.1** The Executive Committee shall comprise a minimum of six (6) Directors, including:  
President, Administration Director (Secretary), Club Captain, Finance Director, Deputy President, Junior Activity Group Director (JAG "Nipper" Director).
- 18.2** A member shall not hold more than one (1) of the six (6) Executive Committee member positions at any one time.
- 18.3** In extenuating circumstances, in the event that a position cannot be filled and is vacant, the Board may approve the appointment of a Director to fill the vacancy under rule 14.2 resulting in an Executive Committee member holding more than one (1) of the six (6) positions but each member shall only be entitled to one (1) vote.
- 18.4** Any member of the Executive Committee may call a meeting.
- 18.5** The presiding member for the Executive Committee shall be the President, or in his absence, the Deputy President, or in his absence a member agreed by the majority of members present.
- 18.6** At least three (3) of the members will form a quorum at any Executive Committee meeting, In the instance of a tied vote the presiding member of the meeting shall have a deliberative and casting vote.
- 18.7** Members of the Executive Committee may request to be exempted from patrols.
- 18.8** The Executive Committee shall be responsible for dealing with matters requiring attention between Board meetings and shall meet as and when required as decided by the President or Administration Director (Secretary).
- 18.9** All decisions and deliberations of the Executive Committee shall be formally reported to the next Board meeting for discussion and ratification.

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## **19 STANDING COMMITTEES**

- 19.1** The Board shall appoint and maintain the Standing Committees listed below to assist the Board in carrying out the business of the Club:
- Life Saving Committee

Competition Committee

Junior Activities Group Committee (JAG Committee)

Ladies Committee

**19.2** The Board shall appoint members to the Standing Committees annually for terms commencing and ending at the first Board meeting following the Annual General Meeting.

**19.3** The Standing Committees shall act in accordance with rules 17.2 and 17.3.

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## **20 CLUB OFFICERS**

### **20.1 Appointment of Club Officers**

**20.1.1** Club Officers not required to be elected at the Annual General Meeting by the Members shall be appointed by the Board at the Board meeting following the Annual General Meeting.

**20.1.2** The Board shall include in the Notice of Annual General Meeting a schedule of all positions of Club Officers to be appointed by the Board current in the Regulations and invite nominations from the Members.

**20.1.3** Nominations of candidates for appointment by the Board as Club Officers shall:

**20.1.3.1** be made in writing, on the Club's "Nomination for Office Form" signed by the nominee;

**20.1.3.2** specify the office for which the candidate is nominated; and

**20.1.3.3** be lodged with the Administration Director (Secretary) prior to 6.00pm on the day seven (7) days before the commencement of the first Board meeting following the Annual General Meeting.

**20.1.4** The Administration Director (Secretary) shall provide the Board at its first meeting following the Annual General Meeting with a list of vacant Club Officer positions and any nominations received. The Board shall consider the nominations received for each position and at its discretion decide to appoint any one of the nominees, if any, to fill the position or leave it vacant.

**20.1.5** Any vacancies remaining after the first Board meeting following the Annual General Meeting shall be deemed a casual vacancy.

### **20.2 Term of Office**

Club Officers appointed under rule 20 shall hold office until the conclusion of the Annual General Meeting following their appointment by the Board.

### **20.3 Casual Vacancy**

In the event of a casual vacancy occurring in a Club Officer position, the Board may appoint a Member to fill the position and the Member so appointed is to hold office, subject to this Constitution, until the conclusion of the next Annual General Meeting following the date of the appointment.

### **20.4 Role of Club Officer**

For each Club Officer position the Board shall provide in the Regulations a description of the role and its responsibilities which it may review and amend from time to time.

### **20.5 Removal of Club Officer**

The Board may remove without cause any Club Officer appointed under rule 20 at any time prior to the expiration of their term of office.

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## **21 DUTIES**

### **21.1 General Duties**

**21.1.1** As soon as practicable after being elected or appointed to the Board, each Director must become familiar with this Constitution, the Regulations and the Act.

**21.1.2** The Board is collectively responsible for ensuring that the Club complies with the Act and that individual Directors comply with this Constitution.

**21.1.3** The Board must ensure that the Club complies with all requirements in the Act regarding financial statements.

## **21.2 Public Officer**

**21.2.1** In accordance with the Act, the Club must have a Public Officer position appointed.

**21.2.2** The Board will determine from time to time who will act as the Club's Public Officer. Such person shall be appointed by the Board for such term and upon such conditions as the Board thinks fit.

**21.2.3** The Public Officer must give the Registrar notice of their appointment within 28 days after the appointment.

**21.2.4** If the position of Public Officer becomes vacant, the Board must appoint a person to the position within 28 days after the vacancy arises.

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## **22 INTERPRETATION**

### **22.1 Interpretations of Constitution and Regulations**

The Board shall interpret the Constitution and Regulations of the Club, and its decision upon any question of interpretation upon any matter affecting the Club shall be final and binding on the Members.

If required, the Club's Constitution Committee, if in place, and or Honorary Solicitor may be consulted for advice.

### **22.2 Matters Not Covered by the Constitutions or Regulations**

If a matter relating to the affairs of the Club arises which is not provided for by the Constitution and or Regulations the Board shall have full power and authority to deal with the matter.

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## **23 REGULATIONS**

### **23.1 Board to Formulate Regulations**

The Board may formulate, issue, adopt, interpret and amend such Regulations for the proper advancement, management and administration of the Club, and the advancement of the Objects as it thinks necessary or desirable. Such Regulations must be consistent with the Constitution.

### **23.2 Regulations Binding**

All Regulations shall be binding on the Club and Members of the Club.

### **23.3 By-Law transitional arrangements**

Notwithstanding any other rule of this Constitution, the transitional arrangements under rule 48 shall apply from the date of adoption of this Constitution.

### **23.4 Notices to Members Relating to Regulations**

**23.4.1** The Board is to advise Members by means of Notices of Regulations determined under rule 23.1, within 30 days.

**23.4.2** The amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by means of Notices approved and issued by the Board.

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## **24 ANNUAL GENERAL MEETINGS**

### **24.1 Annual General Meeting to be Held**

**24.1.1** 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.

**24.1.2** The Annual General Meeting of the Club shall, subject to the Act and to rule 24.1.1, be convened at a time, date and venue to be determined by the Board.

### **24.2 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 following:

- 24.2.1** To confirm the minutes of the last preceding Annual General Meeting and of any Special General Meeting held since that meeting;
- 24.2.2** To receive from the Board reports on the activities of the Club during the last preceding Financial Year (collectively the Annual Report);
- 24.2.3** To receive and consider any financial statements or report required to be submitted to Members under the Act together with the Auditor's Report (collectively the Annual Financial Statements);
- 24.2.4** To consider any nominations for Life Membership;
- 24.2.5** To elect office bearers to any vacant positions of Directors, Patron and Trustees;
- 24.2.6** To determine the date of the first Board meeting for the ensuing year; and
- 24.2.7** To consider other business of which notice is given in accordance with this Constitution.

### **24.3 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.

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## **25 SPECIAL GENERAL MEETINGS**

### **25.1 Special General Meetings May Be Held**

The Board may, whenever it thinks fit, convene a Special General Meeting of the Club and, where, more than 15 months would elapse between Annual General Meetings, shall convene a Special General Meeting before the expiration of that period.

### **25.2 Request for a Special General Meeting**

- 25.2.1** The Board shall on the requisition in writing of 20 Members entitled to vote at a General Meeting, convene a Special General Meeting.
- 25.2.2** The requisition for a Special General Meeting shall:
  - 25.2.2.1** state the purpose(s) of the meeting including a statement of the business to be considered;
  - 25.2.2.2** be signed by the Members making the requisition; and
  - 25.2.2.3** be sent to the Administration Director (Secretary).
- 25.2.3** If the Board does not cause a Special General Meeting to be held within one month after the date on which the requisition is sent to the Administration Director (Secretary), any one or more of the Members making the requisition, may convene a Special General Meeting to be held not later than three (3) months after that date.
- 25.2.4** 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 General Meetings are convened by the Board.

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## **26 GENERAL MEETINGS**

### **26.1 Notice To Be Given for General Meetings**

- 26.1.1** Notice of every General Meeting shall be given to every Member entitled to receive notice and vote at a General Meeting, at the address appearing in the Register kept by the Club. The Auditor (if any) and Directors shall also be entitled to notice of every General Meeting, which shall be sent to their last notified address. No other person shall be entitled as of right to receive notices of General Meetings.
- 26.1.2** 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 rule 39.

Only the business enumerated in the notice of the General Meeting shall be discussed at

that meeting.

**26.1.3** At least 21 days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:

**26.1.3.1** the agenda for the meeting;

**26.1.3.2** any nominations for candidates to be elected to any vacant positions of Directors, Patron and Trustees; and

**26.1.3.3** any notice of motion received from Members under rule 26.2.2.

**26.1.4** The accidental omission to give any notice of any General Meeting to any Member entitled to receive notice shall not invalidate the meeting or any resolution passed at any such meeting.

## **26.2 Business of Meeting**

**26.2.1** No business other than that set out in the notice convening the meeting shall be transacted at the General Meeting.

**26.2.2** A Member desiring to bring any business before a General Meeting shall give at least 30 days' notice in writing of that business to the Secretary which shall include that business in a notice calling the next General Meeting after the receipt of the notice.

## **26.3 Quorum**

**26.3.1** 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 40 Members entitled to vote at the meeting represented personally.

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

**26.3.2.1** convened upon the requisition of Members, shall be dissolved; and

**26.3.2.2** in any other case, shall stand adjourned to:

(a) the same day in the next week at the same time and (unless Members are notified of an alternate venue) at the same place; or

(b) any date not more than 14 days from the appointed date in the notice, time and place determined by the chairperson;

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.

## **26.4 President to Chair**

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

**26.4.1.1** in relation to any election for which the President is a nominee; or

**26.4.1.2** where a conflict of interest exists.

**26.4.2** If the President is not present, or is unwilling or unable to preside the Deputy President shall preside as Chairperson and if there is no Deputy President present then the Members shall appoint one of the Directors to preside as Chairperson for that meeting only.

## **26.5 Chairperson May Adjourn Meeting**

**26.5.1** 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.

**26.5.2** 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.

**26.5.3** Except as provided in rule 26.5.2 it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

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## **27 VOTING AT GENERAL MEETINGS**

### **27.1 Members Entitled to Vote**

- 27.1.1** Subject to any other provision of this Constitution, each Member of a category of membership that has a right to vote under rule 9.9.2 shall be entitled to one (1) vote at General Meetings.
- 27.1.2** Notwithstanding rule 9.9.2, each member of the Board shall be entitled to one (1) vote at General Meetings regardless of whether they are a voting member.
- 27.1.3** A Member otherwise entitled to vote at a General Meeting, will be disqualified from voting if all monies, including annual membership subscriptions due and payable to the Club, are unpaid at the time of the General Meeting.

### **27.2 Voting Procedure**

- 27.2.1** Votes at a General Meeting shall be given in person by those present and entitled to vote.
- 27.2.2** Business considered at a General Meeting will be determined by:
  - 27.2.2.1** firstly allowing discussion of the matter in accordance with generally accepted public meeting practice as directed by the Chairperson; and then
  - 27.2.2.2** by the Chairperson putting a resolution to a vote.
- 27.2.3** Subject to rule 27.5, all business arising at a General Meeting shall be determined on a show of hands.

### **27.3 Recording of Determinations**

- 27.3.1** Except as provided elsewhere in the Constitution, a resolution will be approved by the General Meeting if carried by a majority of the votes cast.
- 27.3.2** Unless a poll is demanded under rule 27.5 a 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 book containing the minutes of the proceedings of the Club's General Meetings shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

### **27.4 Special Resolutions**

- 27.4.1** If a Special Resolution is required to determine business at a General Meeting, the Special Resolution will be approved if at least 75% of the votes cast are in favour.
- 27.4.2** Notice provided under rule 26.1 shall be sufficient notice for a Special Resolution.
- 27.4.3** A Special Resolution may only be passed by the General Meeting in accordance with the Act.

### **27.5 Where Poll Demanded**

- 27.5.1** 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:
  - 27.5.1.1** the Chairperson; or
  - 27.5.1.2** a majority of Members entitled to vote.
- 27.5.2** If a poll is duly demanded under rule 27.5, 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.
- 27.5.3** Notwithstanding the rights of the Chairperson under rule 27.5.2 to direct the manner of the poll, if the majority of Members present and entitled to vote demand a poll by secret written ballot on any resolution to be determined, the Chairperson shall conduct the poll accordingly.

### **27.6 Scrutineering**

In conducting the poll, the Chairperson shall appoint as far as is practical independent scrutineers from attendees present at the meeting with preference to be given to any office bearers of other Surf Life Saving Clubs, the Patron, the Trustees and Honorary Members.



### **27.7 Casting Vote**

The Chairperson shall have a casting vote at General Meetings.

### **27.8 Proxy voting**

Proxy voting shall not be permitted at General Meetings.

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## **28 MINUTES OF GENERAL MEETINGS**

**28.1** The Board must ensure that minutes are taken and kept of each General Meeting.

**28.2** The minutes must record:

**28.2.1** The business considered at the meeting;

**28.2.2** Any resolution on which a vote is taken and the result of the vote; and

**28.2.3** The names of all persons present at all meetings.

**28.3** In addition, the minutes of each Annual General Meeting must include the Annual Financial Statements comprising:

**28.3.1** Any reports or financial statements submitted to the Members at the Annual General Meeting; and

**28.3.2** Any audited accounts and Auditor's Report or report of a review accompanying the financial statements that are required under the Act.

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## **29 FUNDS, RECORDS AND ACCOUNTS**

### **29.1 Sources of Funds**

The Board 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.

### **29.2 Club to Keep Records**

The Board shall establish and maintain, in accordance with the Act and the Constitution, proper accounting and other records and minutes concerning all transactions, business, meetings and dealings of the Club and the Board.

The Board shall retain such records for seven (7) years after the completion of the transactions or operations to which they relate.

### **29.3 Board to Submit Accounts**

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

### **29.4 Accounts Conclusive**

The Annual Financial Statements 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.

### **29.5 Accounts to be Sent to Members**

The Board shall, upon request, make available to all persons entitled to receive notice of Annual General Meetings, a copy of the Annual Financial Statements, the Annual Report, and any other document required under the Act.

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## **30 APPLICATION OF INCOME**

**30.1** The income and property of the Club shall be applied solely towards the promotion of the purposes of the Club as set out in the Objects.

**30.2** 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.

**30.3** Nothing in this rule 30 shall preclude payment to a Member in good faith for expenses incurred or services rendered, including, but not limited to:

- 30.3.1** Any services actually rendered to the Club whether as an employee or otherwise;
  - 30.3.2** Goods supplied to the Club in the ordinary and usual course of operation;
  - 30.3.3** Interest on money borrowed from any Member;
  - 30.3.4** Rent for premises demised or let by any Member to the Club; or
  - 30.3.5** Any out-of-pocket expenses incurred by the Member on behalf of the Club,
- 30.4** Any payment to a Member under rule 30.3 shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.
- 30.5** The funds of the Club may be expended and liability against those funds incurred by the Board subject to compliance with rule 11.6 and 11.7.
- 30.6** The Board may borrow money on behalf of the Club on terms considered appropriate by the Board, whether from Members or otherwise, whether at interest or otherwise, and with or without giving security over any assets of the Club subject to any such borrowings complying with rules 11.6 and 11.7.
- 30.7** Any funds of the Club not required for immediate use and determined by the Board to be surplus to operational needs within the Budget Review, shall be invested by the Trustees in accordance with the Investment Policy approved by the Board. Such investment must be in funds controlled by a bank or similar financial institution under regulation by Australian Prudential Regulatory Authority or other relevant authority of the Commonwealth of Australia, unless approval is given by the Members in General Meeting for investment otherwise.
- 30.8** Except as provided elsewhere in the Constitution, the Board is responsible for the safeguarding of all assets and property of the Club.

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## **31 NEGOTIABLE INSTRUMENTS**

Except as otherwise provided in this Constitution all cheques, 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 a minimum of any two (2) Directors, who have been authorised by the Board to be signatories to the Club's operating bank accounts.

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## **32 INSURANCE**

The Board is responsible for assessing and contracting relevant insurance policies and levels of covers:

- 32.1** For the replacement and or repair of assets of the Club; and
- 32.2** Maintaining risk protection for the Club's operations.

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## **33 OPERATIONS RISK MANAGEMENT**

- 33.1** The Board is responsible for assessing operational risks associated with the Club's activities and for formulating appropriate policies for the management of those risks.
- 33.2** Policies developed and approved by the Board for operations risk management shall be included in the Regulations.

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## **34 FINANCIAL YEAR**

The financial year of the Club is determined as:

- 34.1** The period of time commencing on the date of incorporation of the Club and ending on the following 30 April, and thereafter.
- 34.2** Each period of 12 months after the expiration of the previous financial year of the Club, commencing on 1 May and ending on the following 30 April.

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## **35 FINANCE COMMITTEE**

### **35.1 Composition**

The Finance Committee shall comprise the following:

President, Finance Director and, Three (3) Trustees

### **35.2 Presiding Member and Quorum**

The Finance Committee is presided over by the Finance Director, and in his absence the President. A quorum for any meeting shall be a member of the Executive Committee together with any 2 (two) Trustees.

### **35.3 Calling a Meeting**

Any member of the Finance Committee may call a meeting, advising the Finance Director of the purpose for the meeting. The Finance Director has full discretion as to time, date and place for the meeting.

### **35.4 Budget Review**

The Finance Committee shall review the Budget for the current financial year and the Budget for the following financial year as prepared by the Finance Director and report on the Budget to the Board for its Budget Review under rule 11.3.1.

### **35.5 Funds Surplus to Operations**

**35.5.1** For the purposes of the Budget Review, the Finance Committee shall review the Budget for the calculation of funds surplus to operational needs and advise the Finance Director on the expected Trust Funds under management of the Trustees for the respective Budget years and any investment income to be earned in those periods, and what portion thereof both capital and income, that the Trustees plan to release to the Board's control for funding operational needs for those periods, the Club's operational funds.

**35.5.2** During any financial year, upon direction from the Board, the Finance Committee shall convene and review any request for unplanned transfer of funds held in Trust Funds to the Club's operational funds.

**35.5.3** If having reviewed a request under rule 35.5.2 and the Trustees confirming at their sole discretion they will not release funds from the Trust Funds under their control to the Board for the purpose of the request, the Board may call a General Meeting to gain the Members' approval for the requested transfer of Trust Funds to the Board's control for that purpose. The Trustees will act on any determination of a General Meeting in regard to a funds transfer request under rule 35.5.2.

### **35.6 Investment Policy**

The Finance Committee shall form an Investment Policy to guide the investment of the capital accounts comprising the Trust Funds controlled by the Trustees. The Investment Policy is to be reviewed and approved by the Board as part of the Budget Review.

### **35.7 Allocation Policy for Income and Capital of the Trust Funds**

**35.7.1** The Finance Committee shall form an Allocation Policy to guide the allocation of income earned or the capital held in the Trust Funds between expenditure authorised by the Trustees on any directed purpose of the Trust Funds, reinvestment by the Trustees and or release to the Club's operational funds authorised by the Trustees.

**35.7.2** The Finance Committee and or the Board may not decide an allocation which conflicts with or frustrates a proper allocation of income and or capital derived from or forming part of a Directed Purpose Fund.

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## **36 ELECTION OF TRUSTEES**

### **36.1 Appointment**

**36.1.1** The Club shall elect three (3) Trustees who shall each be Members, have attained the age of 30 years and reside in Australia.

**36.1.2** Trustees are elected for a term of three (3) years with one Trustee position being vacated and filled each year at the Annual General Meeting by rotation. The election of a Trustee position at an Annual General Meeting shall be conducted under the same procedures as provided for the election of Directors.

**36.1.3** Any Trustee appointed by the Board to fill a casual vacancy will satisfy rule 36.1.1, and serve out the remaining balance of the term for that Trustee position, where upon the position will fall vacant and a new Trustee elected under rules 36.1.1 and 36.1.2.

### **36.2 Trustees Not to Borrow**

No Trustee shall borrow from the Trust Funds, be employed by the Club or receive financial reward from the Club for any services to the Club except for reimbursement of expenditure incurred in performance of services to the Club as allowed under rule 30.3.

### **36.3 Trustees Not to Hold Office**

No Trustee shall hold any office of Director, Patron or Auditor of the Club.

### **36.4 Duties of the Trustees**

**36.4.1** The Trustees are solely responsible for the investment of the Trust Funds in accordance with the Investment Policy.

**36.4.2** The Trustees will have joint control of the Trust Funds, each Trustee being an authorised signature to any custody account with minimum of any two (2) Trustees together with either the Finance Director or President being the required authorised signatories to any custody account transaction.

**36.4.3** The Trustees shall ensure the correct separation and accounting for the various funds comprising the Trust Funds and establish the necessary custody accounts for each component fund.

**36.4.4** The Trustees shall advise the Finance Committee and the Finance Director as to the correct accounting for the Trust Funds in the Budget Review and the Annual Financial Statements.

**36.4.5** The Trustees together with the Finance Director shall be responsible for the timely transfer of funds surplus to operations as determined by the Board in the Budget Review, into or out of the Trust Funds.

**36.4.6** The Trustees shall exercise a duty of care and diligence in identifying, establishing and maintaining observance of any directions as to purposes for or intended uses for specific funds including capital and or income that has been donated or gifted or otherwise brought within the control of the Trustees at the direction of the Board and forms a component of the Trust Funds.

**36.4.7** The Trustees are responsible for the proper application of the Allocations Policy to the management of the capital and income comprising the Trust Funds for the benefit of the Club in the achievement of the Objects, subject to in the Trustees opinion the compliance to any directed purpose for any part of the Trust Funds.

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## **37 TRUST FUNDS**

### **37.1 Custody Accounts**

The Trust Funds shall be held separately from the Club's operational funds as determined in the Budget Review, under the control of the Trustees in custody accounts to be managed in accordance with rule 36.4.

### **37.2 Funds Comprising**

The Trust Funds shall comprise:

#### **37.2.1 General Trust Account**

For holding accumulated funds of the Club determined by the Board through the Budget Review under rule 11.3 to be surplus to operational needs and that are free of any directed purpose under rule 36.4.6.

#### **37.2.2 Directed Purpose Funds**

For those separate funds established by the Trustees at the direction of the Board or the

Members in General Meeting to preserve and manage independently of the Board specific capital and income funds that have been placed into the Club's trust for specific purposes and or uses.

- 37.3** The Board may determine that a Directed Purpose Fund be created either from any capital sum received by the Club as a donation, bequest or other form of gift, or from an allocation of a capital sum from the General Trust Account. The Board shall determine the directed purposes and or intended uses and shall record such instructions for the guidance of the Trustees identifying any mandatory terms for compliance by the Trustees in their management of the fund.
- 37.4** Once the capital sum for the creation of any Directed Purpose Fund has passed into the control of the Trustees, they have sole discretion as to the interpretation and application of the directed purposes and or intended uses for each of the Directed Purpose Funds and any mandatory terms provided for in the Board's instructions for the management of the fund.
- 37.5** Notwithstanding rule 37.4. the Board may determine changes to those terms of any Directed Purpose Fund not designated as mandatory. The Board shall advise the Trustees of any changes to non-mandatory terms for a Directed Purpose Fund within 14 days of any determination.
- 37.6** The Board may request the Members in General Meeting to approve by Special Resolution a clarification of or change to the directed purposes and or intended uses or any mandatory term for any Directed Purpose Fund as determined by the Trustees under rule 37.4.
- 37.7** The Board shall include the directed purposes and or intended uses and terms for management of each Directed Purpose Fund in the Regulations.

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## **38 AUDITOR**

- 38.1** A properly qualified auditor or auditors shall be appointed as the Auditor, by the Members 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 and generally accepted principles, and or any applicable code of conduct. The Auditor may be removed by the Members in General Meeting. The terms of engagement of the Auditor shall be approved by the Board.
- 38.2** The accounts of the Club shall be examined and the correctness of the profit and loss accounts, balance sheets and cash flow statements to be included in the Annual Financial Statements, ascertained by the Auditor at the conclusion of each Financial Year and these findings to be reported to the Annual General Meeting as the Auditors Report.

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## **39 SERVICE OF NOTICES**

- 39.1** Notices may be given to any person entitled under this Constitution to receive any notice by sending the notice by post or facsimile transmission or other electronic mail transmission where available, to the Member's registered address or facsimile number or electronic mail address.
- 39.2** Where a notice is sent by post, service of the notice shall be deemed to be effected at the time the letter would have been delivered in the ordinary course of post.
- 39.3** Where a notice is sent by facsimile, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to or received at the facsimile number to which it was sent.
- 39.4** Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected upon production of a confirmation report confirming the electronic mail message was sent to the electronic mail address recorded.

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## **40 REGISTERED ADDRESS**

The registered address of the Club is:

- 40.1** The address determined from time to time by resolution of the Board; or
- 40.2** If the Board has not determined an address to be the registered address, the postal address of the Public Officer.

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## **41 INDEMNITY**

- 41.1** Every Director, 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 them in their capacity as Director, officer, auditor, manager, employee or agent in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is, under the Act, granted to them by the Court.
- 41.2** The Club shall indemnify its Directors, officers, managers and employees against all damages and costs (including legal costs) for which any such Director, officer, manager or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:
- 41.2.1** In the case of a Director or officer, performed or made whilst acting on behalf of and with the authority, express or implied of the Club; and
- 41.2.2** In the case of an employee, performed or made in the course of, and within the scope of their employment by the Club.

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## **42 CUSTODY OF BOOKS AND OTHER DOCUMENTS**

- 42.1** Except as otherwise provided in this Constitution, the Board shall keep in its custody or control all books, minutes, documents and securities of the Club.
- 42.2** Subject to the Act, and having an obligation to provide access to any Member on a reasonable basis, the Board may determine whether and to what extent, and at what times and places and under what conditions, the financial records, accounts, books, securities or other relevant documents of the Club will be open for inspection by the Members.
- 42.3** The Board is responsible for formulating and applying a Privacy Policy in relation to the Club's obligations to Members for the protection of private information held by the Club in its records. The Privacy Policy is to be included in the Regulations.

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## **43 COMMON SEAL**

- 43.1** The Club may have a Seal upon which its corporate name shall appear in legible characters.
- 43.2** The Seal shall not be used without the express authorisation of the Board. Every use of the Seal shall be recorded in the Club's minute book. Two Directors must witness every use of the Seal.

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## **44 PATRON**

- 44.1** The Patron shall be elected at the Annual General Meeting for a term of 3 years. The election of Patron at an Annual General Meeting shall be conducted under the same procedures as provided for the election of Directors.
- 44.2** The Patron must be a Member over 30 years of age and a resident of New South Wales and hold a Bronze Medallion Award.
- 44.3** If a casual vacancy occurs, the Board may appoint a Member satisfying rule 44.2 to fill the position until the following Annual General Meeting whereupon the position will become vacant and a Patron elected under rule 44.1.

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## **45 INTELLECTUAL PROPERTY OF THE CLUB**

- 45.1** The Board is responsible for the creation design and management of the Intellectual Property which includes:
- 45.1.1** Club name, Club colours, Club badge, Club blazer, Club costume, Club flag and Club song and any other devices, logos, marks or intangible asset peculiar to the visual identity of the Club; and
- 45.1.2** Unique technical knowledge confidential to the Club developed by Members of the Club in the performance of their Club duties
- 45.1.3** The historical record of the Club including artefacts, photographs, films, diaries,

recordings, narratives and other records of events relating to the activities of the Club.

- 45.2** The Board is to approve the use of any of the Intellectual Property by any Member:
- 45.2.1** For incorporation into or attachment to a Member's apparel or gear as a device or design to identify the Member, or his apparel or gear, as being associated with the Club;
  - 45.2.2** To perform or assist in any instruction, demonstration or other activity that may cause the Intellectual Property in the form of technical knowledge to be distributed to non-Members; and
  - 45.2.3** To produce a record of the Club's activities for publication whether as an individual item or to be incorporated as a part of a larger item, drawing from the historical record of the Club.
- 45.3** The Board shall include a listing of the Intellectual Property in the Regulations.
- 45.4** The Board shall provide for the preservation and restoration of the historical record of the Club.

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## **46 CHANGE OF NAME, OBJECTS AND CONSTITUTION**

- 46.1** Proposed changes to the Name, Objects or Constitution of the Club shall be determined by Special Resolution at a General Meeting of Members.
- 46.2** Upon a change under rule 46.1 being passed, the Public Officer shall apply within 28 days to the Director-General for registration of the change in accordance with the Act.

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## **47 DISSOLUTION**

- 47.1** The Club may be wound up voluntarily by Special Resolution.
- 47.2** 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 Members.
- 47.3** 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 given or transferred to some registered or exempt charity, having objects similar to the Objects and which prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Club by this Constitution. Such registered or exempt charity will be determined by the Members at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of New South Wales or other court as may have or acquire jurisdiction in the matter.

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## **48 TRANSITIONAL ARRANGEMENTS**

- 48.1** Notwithstanding any other rule of this Constitution, the transitional arrangements set out in this rule shall apply from the date of adoption of this Constitution.
- 48.2** The Members of the governing or managing body (by whatever name it is called) of the Club in place immediately prior to approval of this Constitution under the Act shall continue in those positions until the next Annual General Meeting following such approval, and thereafter the positions of the President and other Directors shall be filled, vacated and otherwise dealt with in accordance with this Constitution.
- 48.3** All clauses, rules, Regulations and regulations of the Club in force at the date of the approval of this Constitution insofar as such clauses, rules, Regulations and regulations are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be Regulations under this rule.
- 48.4** All individuals who are, prior to the approval of this Constitution, Members of the Club shall be deemed Members of the Club from the time of approval of this Constitution under the Act. All such Members shall provide the Club with such details as may be required by the Club under this Constitution within one month of the approval of this Constitution under the Act.