Constitution

Date: JANUARY 2022

NEWPORT SURF LIFE SAVING CLUB INCORPORATED
(ABN 56 603 611 439)

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Constitution of Newport Surf Life Saving Club

1. NAME

The name of the incorporated association is Newport Surf Life Saving Club Incorporated (**Club**).

2. INCORPORATION

Clubs shall incorporate under the Act and shall remain incorporated.

3. OBJECTS OF CLUB

The Association is a charitable organisation which is established solely to be, and to continue as, a charity. The Association's object is to pursue the following charitable purposes (Objects):

(a) Participate as a member of Surf Life Saving Sydney Northern Beaches (SLSSNB) Surf Life Saving NSW (SLSNSW) and Surf Life Saving Australia Limited (SLSA) through and by which surf lifesaving and the protection and preservation of life in the aquatic environment can be conducted, encouraged, promoted, advanced and administered

(b) Conduct, encourage, promote and administer surf lifesaving and the Association as a beneficial, volunteer, member-based, community service, charity and emergency service throughout, and for the safety and protection of the community in Sydney Northern Beaches or outside the Sydney Northern Beaches where requested by SLSSNB or SLSNSW.

(c) Under NSW surf lifesaving's status under the emergency services act, participate in such emergency activities as the club and its members may from time to time be called on.

(d) To foster, support and encourage the Newport Kinghorn Surf Racing Academy ("The Academy") in its objects of promoting junior and open competition by members of Newport SLSC in all surf sports competition events.

(e) To transfer to the Academy such funds as may be received from sponsorships, donations, fundraising events and gifts which have been directed specifically by the sponsor or donor for the assistance of the Academy to be applied in accordance with the objects of the Academy.

(f) At all times promote mutual trust and confidence between the Club, SLSNSW, Surf Life Saving Clubs, SLSA and the Members in pursuit of these objects.

(g) At all times act on behalf of and in the interest of the Members and surf lifesaving.

(h) Promote the economic, community and emergency service success, strength, and stability of the Club, SLSNSW, Surf Life Saving Clubs, SLSA and surf lifesaving.

(i) Affiliate with and otherwise liaise with SLSSNB, SLSNSW and SLSA in the pursuit of these objects and surf lifesaving.

(j) conduct, encourage, promote and advance the relief of human distress in the aquatic environment through and by the application and provision of lifesaving standards, equipment, techniques and awards.

(k) Conduct, encourage, promote, advance, and control surf lifesaving in the Northern Beaches Council area, its many aspects devoted to aquatic safety and management and the preservation of life in the aquatic environment.

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(l) 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.

(m) Use and protect the Intellectual Property.

(n) Apply the property and capacity of the Association solely towards the fulfilment and achievement of these objects.

(o) conduct, encourage, promote and advance education and research in, surf lifesaving standards, equipment, techniques and awards to improve and safeguard the use of the aquatic environment and the protection and safety of the community

(p) Promote the involvement and influence of surf lifesaving standards, techniques, awards and education with bodies involved in lifesaving.

(q) Strive for Governmental, commercial and public recognition of the Club as the authority on aquatic safety and management in the Northern Beaches Council area.

(r) Promulgate, and secure uniformity in, such rules as may be necessary for the management and control of surf lifesaving and related activities and the preservation of life in the aquatic environment.

(s) Further extend the operations and teachings of the Club throughout the Northern Beaches Council area.

(t) Further develop surf lifesaving into an organised institution and with these objects in view, to foster, regulate, organise and manage assessments, competitions, displays and other activities and to issue badges, medallions and certificates and award trophies to successful Members.

(u) Review and/or determine any matters relating to surf lifesaving which may arise, or be referred to it, by any Member.

(v) Pursue through itself or other such commercial arrangements (which are not in conflict with SLSNSW or any other surf lifesaving entity), including sponsorship and marketing opportunities as are appropriate to further the interests of surf lifesaving in the Northern Beaches Council area.

(w) 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.

(x) Represent the interests of its Members and of surf lifesaving generally in any appropriate forum in the Northern Beaches Council area.

(y) Have regard to the public interest in its operations.

(z) ensure that promotion and protection of the aquatic environment in Sydney Norther Beaches Branch are considered in all activities conducted by the Association.

(aa) promote the health, safety and protection of the public and all users of the aquatic environment in Sydney Northern Beaches Branch.

(bb) establish, grant and support awards in honourable public recognition of meritorious rescues from the sea, deeds of exceptional bravery from time to time performed in the course of promoting the health, safety and protection of the public; and

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 CLUB

Solely for furthering the Objects, 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*.

5. INTERPRETATION AND DEFINITIONS

5.1 Definitions

In this Constitution, unless the contrary intention appears:

ACNC Act means the *Australian Charities and Not-for-Profits Commission Act 2012 (Cth)*.

Act means the Associations Incorporation Act 2009 (NSW).

Annual General Meeting or AGM means a meeting of Members convened under Rule 13.

Annual Subscriptions means the annual fees payable by each category of Member as determined by the Board under **Rule 9**.

Board means the body managing the Club and consisting of the Directors under **rule 18.1(a)**.

Branch means the Sydney Northern Beaches Branch of SLSNSW.

By-Laws mean any By-Laws made by the Board under **Rule 25**.

Club means Newport Surf Life Saving Club Incorporated.

Committee means any committee of the Board created under **Rule 22** from time to time.

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

Delegate means the person appointed and authorised from time to time to act for and on behalf of the Club and to attend, debate but not vote at general meetings of the Branch.

Director means a Member of the Board appointed under Rule 19.

Financial Year means the year ending 30 April in each year.

General Meeting means the annual or any special general meeting of the Club convened under **Rule 15**.

Intellectual Property means 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.

Life Member means an individual appointed as a Life Member of the Club under **Rule 8.7**.

Distinguished service or special service to the previously unincorporated Club known as "NEWPORT SURF LIFE SAVING CLUB" and to the Club since its incorporation, may be taken into consideration.

All persons upon whom Life Membership of the unincorporated Club referred to above hereof was conferred prior to the date of incorporation of the Club, shall be deemed to be Life Members of the Club, subject always to these Rules.

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Member means any person recognised as a Member of the Club under **rule 8** from time to time.

Objects means the objects of the Club under Rule 3.

President means the President for the time being of the Club appointed under **rule 18.2(a)**.

Public Officer means the person appointed to be the public officer of the Club under **Rule 23.2**.

Register means the register of Members kept under Rule 10.1.

Registered Charity means a registered charity under the ACNC Act.

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 and includes any official seal of the Club.

Secret poll/ballot ensures that the eligible voter's choices cannot be traced back to them and remain anonymous.

SLSA means Surf Life Saving Australia Limited.

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

Special Resolution means a special resolution passed in accordance with the Act and required 21 days' notice for the meeting for which it is voted on.

State means and includes a State or Territory of Australia.

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

Surf Life Saving Club means a Surf Life Saving Club which is a Member of or otherwise affiliated with SLSNSW or SLSA.

5.2 Interpretation

In this Constitution:

(a) A reference to a rule, regulation, schedule or annexure is to a rule, regulation, schedule or annexure of, or made under, this Constitution.

(b) Words importing the singular include the plural and vice versa.

(c) Words importing any gender include the other genders.

(d) Headings are for convenience only and shall not be used for interpretation.

(e) Words or expressions shall be interpreted in accordance with the provisions of the Act as they vary from time to time.

(f) References to persons include natural persons, corporations and bodies politic, and any legal personal representatives, successors and permitted assigns of that person.

(g) 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.

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(h) 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).

(i) 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, 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.

6. STATUS AND COMPLIANCE OF CLUB

6.1 Recognition of Club

Subject to compliance with this Constitution, the Branch constitution, the SLSNSW constitution and SLSNSW Regulations, the SLSA constitution and SLSA regulations and any lifesaving or patrol services agreement between the Club and SLSNSW the Club may continue to be recognised by the Branch and SLSNSW as a Member of the Branch and of SLSNSW and shall administer surf lifesaving activities in the Northern Beaches Council area in accordance with the Objects.

6.2 Compliance of Club

The Members acknowledge and agree the Club shall:

(a) be or remain incorporated in New South Wales;

(b) be or remain affiliated to the Branch and SLSNSW;

(c) be or remain registered as a registered charity with the Australian Charities and Not-for-Profit Commission

(d) nominate such persons as may be required to be appointed to Branch or SLSNSW committees from time to time under this Constitution or the Branch constitution or SLSNSW constitution or otherwise;

(e) forward to the Branch and SLSNSW a copy of its constituent documents and details of its Directors as and when they change or are amended;

(f) adopt the objects of SLSNSW (in whole or in part as are applicable to the Club) and adopt rules which reflect, and which are, to the extent permitted or required by the Act, generally in conformity with the Branch, SLSNSW and SLSA constitutions;

(g) apply its property and capacity solely in pursuit of the Objects and surf lifesaving;

(h) do all that is reasonably necessary to enable the Objects to be achieved;

(i) 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;

(j) at all times act on behalf of and in the interests of surf lifesaving; and

(k) expressly comply with rule 6 of the SLSNSW constitution in respect of patrol hours;

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(l) by, adopting the objects of SLSNSW, abide by the SLSNSW constitution.

6.3 Operation of Constitution

The Club and the Members acknowledge and agree:

(a) that they are bound by this Constitution and that this Constitution, operates to create uniformity in the way in which the Objects and surf lifesaving are to be conducted, promoted, encouraged, advanced and administered throughout the Northern Beaches Council area;

(b) to ensure the maintenance and enhancement of surf lifesaving, its standards, quality and reputation for the benefit surf lifesaving;

(c) 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;

(d) 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;

(e) to act in the interests of surf lifesaving

(f) where the Club considers or is advised that a Member has allegedly:

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

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

(iii) brought themself, the Club, any Surf Life Saving Club or surf lifesaving (including the Branch, SLSNSW and/or SLSA) into disrepute.

the Club may after allowing the Member a reasonable opportunity to explain, adjudicate and if necessary, penalise the Member in accordance with the processes and penalties under SLSA regulations; and

(g) that the Club shall be represented by the President who shall have the right to (on behalf of the Club):

i. be present at SLSNSW State Council Meetings; and

ii. vote on the election of SLSNSW Elected Directors in accordance with the SLSNSW constitution.

7. CLUB'S CONSTITUTION

7.1 Constitution of the Club

The Constitution will clearly reflect the Branch and SLSNSW constitutions, subject to any requirements in the Act, and at least to the extent of:

(a) the objects of SLSNSW;

(b) the structure and membership categories of SLSA (if any);

(c) recognising SLSA as the national peak body for surf lifesaving in Australia;

(d) recognising SLSNSW as the peak body for lifesaving in New South Wales;

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(e) recognising the Branch; and

(f) such other matters as are required to give full effect to the SLSNSW Constitution;

with such incidental variations as are necessary having regard to the Act.

7.2 Operation of the Branch and SLSNSW Constitutions

(a) The Club will take all steps to ensure its Constitution is in conformity with the Branch and SLSNSW constitutions at least to the extent set out in **Rule 7.1** and in respect of those matters set out in **Rule 7.1** shall ensure this Constitution is amended in conformity with future amendments made to the Branch, SLSNSW and SLSA constitutions, subject to any prohibition or inconsistency in the Act.

(b) The Club shall provide to the Branch and SLSNSW a copy of its Constitution and all amendments to this document. The Club acknowledges and agrees that SLSNSW may highlight any provision in its Constitution which, in SLSNSW's opinion, is contrary to the objects of SLSNSW. The Club will agree to consider and act on any claim and put this to the members for amendment.

(c) Neither the Club not any Member (in this clause each is referred to as a Participant) shall participate in any surf lifesaving related carnival, competition, special event or activity conducted by or on behalf of any outside person or organisation (each is referred to as an Outside Event) unless the Participant is satisfied, acting reasonably, that the Outside Event complies with the law and will apply good safety practices, and the Participant has also ensured that the Outside Event has been sanctioned by SLSNSW.

(d) The books and records of the Club shall be open at all reasonable times for inspection by an authorised representative of SLSNSW, but no inspection shall be made unless approved by resolution of the SLSNSW Board and with reasonable notice to the Club.

(e) The Club will otherwise comply with the SLSNSW constitution.

7.3 ACNC Act

While the Club is a Registered Charity, the ACNC Act overrides any clauses in this constitution which are inconsistent with that Act.

7.4 Alteration of Constitution

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

8. MEMBERSHIP OF CLUB

8.1 Minimum Number of Members

The Club must have at least twenty (20) Patrol Members.

8.2 Categories of Member

Subject always to the SLSA Membership directives in Part 6 of the SLSA Regulations the Club is authorised to establish such categories of members as it requires and considers necessary in the context of the Club and the requirements of SLSNSW. The Club provides membership in the following categories of membership:

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(a) Junior membership;[1]

(b) Active membership;[2]

(c) Associate membership;[3] or

(d) Honorary and Service membership(s) including Life Membership[4].

(e) Community membership;[5]

Only financial members of the Club, under the following categories and sub-categories, shall be entitled to vote at any General Meeting of members of the Club, whether an Annual General Meeting or otherwise.

(a) Active – all sub-categories

(b) Honorary with sub-categories – Life Member, Long Service and Past Active.

8.3 Application for Membership

An application for membership by an individual must be:

(a) in writing on the form prescribed from time to time by SLSNSW and/or SLSA, from the applicant and lodged with the Club; or

(b) submitted online via the SLSA membership portal and in accordance with the process (if any) as proscribed by the Board from time to time; and

(c) accompanied by the appropriate fee, if any.

8.4 Discretion to Accept or Reject Application

(a) The Club may, acting reasonably and in good faith, accept or reject an application whether the applicant has complied with the requirements in **Rule 8.3** or not and shall not be required or compelled to provide any reason for such acceptance or rejection.

(b) Where the Club accepts an application, the applicant shall, subject to notification to the Branch and SLSNSW and their subsequent acceptance of the notification and the application, become a Member.

(c) Unless otherwise determined by SLSNSW membership of the Club shall be deemed to commence upon acceptance of the application by the Club. The Register shall be updated accordingly as soon as practicable.

(d) If the Club rejects an application, it shall refund any fees forwarded with the application, and the application shall be deemed rejected by the Club. No reasons for rejection need be given and there is no right of appeal.

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[1] Includes sub-categories of Junior Activities membership, Cadet membership.

[2] Includes sub-categories of Active membership, Reserve Active membership, Award membership.

[3] Includes sub-categories of Associate membership, Probationary membership, General membership, or Leave/Restricted membership.

[4] Includes sub-categories of Life Member, Long Service Membership, Honorary membership, Past Active membership.

[5] The Non Member Participants sub-category is for use by clubs. See the Regulations for more details.

8.5 Renewal of Membership

(a) Members must re-apply annually for renewal of membership of the Club in accordance with the procedures set down by the Club from time to time. **Rule 8.4** applies to applications for renewal of membership.

(b) Upon re-application a Member must provide details of any change in their personal details, and any other information reasonably required by the Club.

8.6 Membership Transitional Arrangements

Notwithstanding any other rule of this Constitution, the transitional arrangements in **Rule 37** shall apply to the continuation of membership from the date of adoption of this Constitution.

8.7 Life Members and Service Honours

Life Membership and Service Honours may be granted by the Club to such members who have rendered special, distinguished or exceptional service to the Club in the achievement of its range of objectives.

(a) Board of Honours

(i) A Board of seven (7) consisting of the President, Deputy President, Director of Life Saving and four (4) Life Members elected at the Club's Annual General Meeting. The Board of Honours shall be responsible for assessing all nominations for Life Membership and Service Honours in accordance with the Constitution.

(ii) The President shall be the Chairperson and Convenor of the Board of Honours and will have a deliberate and casting vote.

(iii) Five (5) members of the Board of Honours shall form a quorum.

(b) Any two members of the Club may nominate another member for Outstanding Service, Distinguished Service or Life Membership by written nomination, signed by the nominating members, and submitted to the Director of Administration prior to 30 April, in any one year preceding the Annual General Meeting to be held that year. Such nominations shall be forwarded to the Board of Honours, who will then consider the matter and make a recommendation to the Board.

(c) The Board of Honours shall consider the merits of members who have rendered special, distinguished and/or exceptional service. Under certain circumstances a member could qualify for special honours including life membership if the Board considers he or she rendered service over a shorter period. The following general criteria applies:

(i) Over a period of fifteen (15) continuous years of service to the Club, of which five (5) years must be as an elected officer of the Club or as a member of a recognised and endorsed Club Sub-Committee, Sub-Board or Associated Management Group.

(ii) Over a period of twenty-five (25) years service to the Club, of which more than five (5) years must be as an elected officer of the Club or as a member of a recognised and endorsed Club Sub-Committee or Associated Management Group, SLS Sydney Northern Beaches Branch, SLS NSW or SLS Australia.

(iii) Over a period of twenty-five (25) years of service to the Club, of which fifteen (15) years must have been an active member of a recognised Branch Sub-Committee.

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(iv) Over a period of thirty (30) years of service to the Club shall qualify as special service for consideration of Life Membership, where the nominee has not held at least five (5) years as an elected officer or as a member of a recognised and endorsed Club Sub-Committee or Associated Management Group.

(d) The recommendation (following a resolution passed by not less than two thirds of those present at the meeting) of the Board of Honours shall be referred to the Board.

(e) The Board may then recommend (following a resolution passed by not less than two thirds of those present at the meeting) to the Annual General Meeting that the Member as nominated in **Rule 8.7(b)** and recommended by the Board of Honours be appointed as a Life Member.

(f) If the nomination is agreed to in accordance with (e) above, the Record of Service and Nomination shall be circulated to each member of the Club with the Notice of Meeting referred to in (e) above hereof. All voting for the nomination and election of Life Members shall be by way of secret ballot.

(g) A resolution passed by not less than two thirds of those members present and entitled to vote at the Annual General Meeting to confer life membership on the recommendation of the Board.

(h) A Member may reject the Club's resolution to confer life membership in writing to the Director of Administration.

(i) Life Members shall be entitled to receive notice of all General Meetings of the Club, and attend and vote thereat, and apart from payment of membership fees and being exempt from the necessity to perform beach Patrols, shall be subject to the Rules of the Club.

8.8 Service Honours (Other Than Life Membership)

Service Honours may be granted by the Club to such members who have rendered outstanding or distinguished service to the Club in the achievements of its objectives.

(a) The Outstanding Service Award is given to members and/or supporters who have rendered outstanding service. Such outstanding service shall be over a period of at least ten (10) years with a suitable record attached to the nomination.

(b) The Distinguished Service Award is given to members and or supporters who have rendered outstanding and distinguished service. Such distinguished service shall be over a period of at least twelve (12) years with a suitable record attached to the nomination.

(c) Notwithstanding the criteria set out above in **Rule 8.8(a) and 8.7(b)** member and/or supporter could qualify for award honours if the Board of Honours considers he or she rendered such outstanding and/or distinguished service over a shorter period.

(d) Nominations for Service Honours shall be submitted in accordance with **Rule 8.7(b)**, may come from the Board or from the Board of Honours prior to 30 April, in any one year preceding the Annual General Meeting to be held that year.

(e) The recommendation of the Board of Honours shall be referred to the Club's Board who will consider the matter in accordance with **Rule 8.7(f) and 8.7(g)** below.

(f) The Record of Service and Nomination shall be circulated to each member of the Club's Board with the Notice of duly constituted Board Meeting. All voting **Rule 16.2** for the nomination and consideration of Service Honours, shall be by way of secret ballot.

(g) Following a resolution passed by not less than two thirds of those members of the Board of the Club present at a meeting of the Board, at which the recommendation is

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put, Service Honours will be granted and acknowledged at the next Annual General Meeting in addition to any other appropriate gathering of the Club.

(h) If in the opinion of the Board of Honours a nomination does not qualify, a further nomination may be made after a period of one (1) year.

(i) A member who has been granted a Distinguished Service Award or an Outstanding Service Award, will not be considered for a higher Service Honours Award within a period of two (2) years from the granting of such Award. Holding an Outstanding Service Award or a Distinguished Service Award shall not preclude members from being considered for a higher award.

(j) The deliberations of the Board of Honours and the Board shall be held in strict confidence.

8.9 Awards

The following are recommended minimum presentations:

(a) Life Membership - Life Membership Badge, Framed Cap, Club Blazer and Certificate.

(b) Distinguished Service - Distinguished Service Badge and Certificate.

(c) Outstanding Service - Certificate.

8.10 Effect of Membership

(a) Members acknowledge and agree that:

(i) this Constitution constitutes a contract between each of them and the Club and that they are bound by this Constitution and the Regulations.

(ii) they shall comply with and observe this Constitution and the Regulations and the SLSNSW and SLSA constitutions and regulations.

(iii) by submitting to this Constitution and the Regulations they are subject to the jurisdiction of the Club, Branch, SLSNSW and SLSA.

(iv) this Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Surf Life Saving as a community service.

(v) neither membership of the Club nor this Constitution gives rise to:

1. any proprietary right of Members in, to or over the Club or its property or assets;

2. any automatic right of a Member to renewal of their membership of the Club;

3. subject to the Act and the Club acting in good faith, the right of Members to natural justice, unless expressly provided for in this Constitution; and

(vi) they are entitled to all benefits, advantages, privileges and services of their membership as determined by the Board.

(b) A right, privilege or obligation of a person by reason of their membership of the Club:

(i) is not capable of being transferred or transmitted to another person; and

(ii) terminates upon the cessation of membership whether by death, refusal, resignation or otherwise.

(c) In the event of any conflict or inconsistency between this Constitution, and the By-Laws, and the SLSNSW constitution and regulations, then the SLSNSW constitution

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and regulations prevail to the extent of that conflict over the provisions in this Constitution unless the SLSNSW board directs otherwise. In the event of any conflict or inconsistency between this Constitution and the By-Laws, this Constitution prevails to the extent of that conflict or inconsistency.

8.11 SLSNSW Discretion

Irrespective of a Member satisfying the Club's membership requirements, SLSNSW may acting reasonably and in good faith (subject to consultation with the Club) at its absolute discretion decline, or remove from, Membership an Individual Member including for reasons relating to the Individual Member's character, concerns that the Individual Member is not a fit and proper person, or that the Individual Member has or may bring SLSNSW or surf lifesaving into disrepute.

8.12 Liability of Members

The liability of the Members of the Club is limited.

9. SUBSCRIPTIONS AND FEES

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. There is no right of appeal where the Board exercises its rights under this **Rule 9**.

All members shall pay such annual subscriptions and membership fees as the Board in its absolute discretion shall determine as payable in any one year, and without limiting the foregoing discretion vested in the Board: -

a. Fees are due and payable for the Membership Year commencing from 30th September each year. All membership fees are to be paid by 30 November of the year to remain a financial member.

b. Different fees may be fixed for different classes of membership.

c. Concessions may be granted where more than one member of a family applies for membership of the Club.

d. Life Members shall be exempt from payment of fees.

e. Entrance or joining fees, as well as membership fees may be imposed on any particular membership group but shall only be charged to a member of that particular group in respect of that member's first year of membership.

10. REGISTERS

10.1 Club to Keep Register of Members

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

(a) the full name and address of the Member;

(b) the category of membership of the Member;

(c) the date on which the Member became a Member;

(d) any other information determined by the Board; and

(e) for each former Member, the date of ceasing to be a Member.

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10.2 Use of SLSA Membership Database

The SLSA Membership Database shall be used as the Register of Members.

10.3 Changes to Member Details

Members shall update any change of details in the SLSA Members' Portal within one month of such change.

10.4 Inspection of Register

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

10.5 Use of Register

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

11. DISCONTINUANCE OF MEMBERSHIP

11.1 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 in writing to the Club of resignation or withdrawal.

11.2 Discontinuance by Breach

(a) 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 By-Laws or any resolution or determination made or passed by the Board or any duly authorised committee.

(b) Subject to this Constitution, Membership shall not be discontinued by the Board under **Rule 11.2(a)** without the Board first giving the accused Member the opportunity to explain the breach and/or remedy the breach. The accused Member shall be granted seven days' notice of their right to appear and be heard by the Board to explain the breach and/or remedy the breach.

(c) Where a Member fails, in the Board's view to adequately explain or remedy the breach, that Member's membership may be discontinued under **Rule 11.2(a)** by the Club giving written notice of the discontinuance.

(d) Any Member's membership that is discontinued under **Rule 11.2(a)** shall have the right to appeal the discontinuation under the SLSA Regulations as amended from time to time.

11.3 Discontinuance by Failure to Pay Subscription

(a) A Member is taken to have resigned if:

(i) the Member's annual subscription is outstanding more than one month after the date on which subscription fees fall due and payable; or

(ii) if no annual subscription is payable:

1. the Club has made a written request to the Member to confirm that he or she wishes to remain a Member; and

2. the Member has not, within three months after receiving that request, confirmed in writing that he or she wishes to remain a Member, or

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3. Should a sufficient explanation be made to the Board for the failure to pay subscription or reason for not responding to a request, the Board shall have the power to restore the Membership upon payment of the amount due (if any).

11.4 Resignation by Failure to Re-Apply

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

11.5 Amendment to the Register

Where a Member resigns under this **rule 11** an entry, the date on which the Member ceased to be a Member, shall be recorded in the Register as soon as practicable under **Rule 10.1(e)**.

11.6 Forfeiture of Rights

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

11.7 Membership May be Reinstated

Membership which has been discontinued under this **Rule 11** may be reinstated at the discretion of the Board, upon such conditions as it deems appropriate.

11.8 Refund of Membership Fees

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

12. GRIEVANCES, JUDICIAL AND DISCIPLINE

The Club adopts the grievances, judicial and discipline processes in the relevant SLSA Policy and Regulations as amended from time to time. These include the rights of members to appeal the ruling.

13. ANNUAL GENERAL MEETINGS

13.1 Annual General Meeting to be Held

(a) The Club shall convene and hold an Annual General Meeting of its Members annually within six months after the end of the financial year and in accordance with the Act.

(b) The Annual General Meeting of the Club shall, subject to the Act and to **Rule 13.1(a)**, be convened at a time, date and venue to be determined by the Board.

13.2 Business

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

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13.3 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.

14. SPECIAL GENERAL MEETINGS

14.1 Special General Meetings May be Held

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

14.2 Request for Special General Meetings

(a) The Board shall on the requisition in writing of 10% of Members entitled to vote convene a Special General Meeting.

(b) The requisition for a Special General Meeting shall:

(i) state the object(s) of the meeting; and

(ii) be signed by the Members making the requisition; and

(iii) be sent to the Club.

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

(c) 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 Club, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than three months after that date.

(d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board.

15. GENERAL MEETINGS

15.1 Notice to be given for General Meetings

(a) Notice of every General Meeting shall be given to every Member entitled to receive notice, 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 by electronic transmission and will also appear on the club's website and notice board. If no email address exists, a hard copy will be sent to the member's street address. No other person shall be entitled as of right to receive notices of General Meetings.

(b) A notice of a General Meeting shall be in writing and shall specify the time, date and place of the meeting and shall state the business to be transacted at the meeting. Notice may be given in any form permitted under rule 30.

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

(i) the agenda for the meeting;

(ii) any nominations for candidates to be considered for elected to the Board received under **Rule 19.1**; and

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(iii) any notice of motion received from Members under Rule 15.2(b).

(d) The accidental omission to give any notice of any General Meeting to any Member shall not invalidate the meeting or any resolution passed at any such meeting.

15.2 Business of Meeting

(a) No business other than that set out in the notice convening the meeting shall be transacted at the General Meeting.

(b) A Member desiring to bring any business before a meeting shall give at least 30 days' notice in writing of that business to the Club which shall include that business in a notice calling the next General Meeting after the receipt of the notice.

15.3 Quorum

No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Club shall be as per **19.2**(**e**) of members eligible to vote represented personally or by their proxies.

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

(i) if convened upon the requisition of Members, shall be dissolved; and

(ii) in any other case, shall stand adjourned to:

1. 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
2. any date, time and place determined by the chairperson; and
3. 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.

15.4 President to Chair

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

(a) In relation to any election for which the President is a nominee; or

(b) Where a conflict of interest exists.

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

15.5 Chairperson May Adjourn Meeting

(a) The chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(b) When a meeting is adjourned for 30 days or more, a notice of the adjourned meeting shall be given as in the case of the original meeting.

(c) Except as provided in **Rule 15.5(b)** 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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15.6 Use of Technology

(a) If the Club facilitates a virtual meeting option, a Member not physically present at a General Meeting may participate in the meeting by the use of electronic communication that allows that Member, and the Members present at the meeting to clearly and simultaneously communicate with each other.

(b) A Member participating in a General Meeting under **Rule 15.6(a)** is taken to be present at the meeting and, if the Member, being eligible to vote, votes at the meeting, is taken to have voted in person.

16. VOTING AT GENERAL MEETINGS

16.1 Members Entitled to Vote

Subject to any other provision of this Constitution, each category of membership that has a right to vote under **Rule 8.2** shall be entitled to one vote at General Meetings.

16.2 Voting Procedure

(a) Subject to this **rule 16**, votes at a General Meeting shall be given in person by those present and entitled to vote.

(b) Subject to **rule 16.4**, all questions arising at a General Meeting shall be determined on a show of hands.

(c) Election of board members and Life Memberships are to be determined by a secret poll ensuring that the eligible voter's choices cannot be traced back to them and remain anonymous.

(d) Where an online vote is required the process for voting will be outlined in the Club Regulations. Such process when required will abide by **Rule 16.2(c).**

16.3 Recording of Determinations

Unless a poll is demanded under **Rule 16.4**, 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 minutes of the proceedings of the Club shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

16.4 Where Poll Demanded

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

(i) the chairperson; or

(ii) a simple majority of Members.

(b) If a poll is duly demanded under this **Rule 16.4**, it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairperson directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

16.5 Casting Vote

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

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16.6 Proxy Voting

Proxy voting is not permitted at any General Meeting.

16.7 Postal or Electronic Voting

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

17. MINUTES OF GENERAL MEETINGS

(a) The Board must ensure that minutes are taken and kept of each General Meeting.

(b) The minutes must record:

(i) the business considered at the meeting;

(ii) any resolution on which a vote is taken and the result of the vote; and

(iii) the names of all persons present at all meetings.

(c) In addition, the minutes of each Annual General Meeting must include:

(i) any reports or financial statements submitted to the Members at the Annual General Meeting; and

(ii) any audited accounts and auditor's report or report of a review accompanying the financial statements that are required under the Act.

18. BOARD

18.1 Powers of Board

(a) The affairs of the Club shall be managed by the Board constituted under **Rule 18.2**.

(b) Subject to this Constitution and the Act, the Board:

(i) shall control and manage the business and affairs of the Club;

(ii) may exercise all such powers and functions as may be exercised by the Club other than those powers and functions that are required by this Constitution to be exercised by the Members in General Meeting; and

(iii) has power to perform all such acts and things as appear to the Board to be essential for the proper management of the business and affairs of the Club.

(c) The Directors must comply with their duties as directors under legislation and common law (judge-made law), and with the duties described in governance standard of the regulations made under the ACNC Act which are to:

(i) exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a director of the Club;

(ii) act in good faith in the best interests of the Club and to further the Objects;

(iii) not misuse their position as a Director

(iv) not misuse information they gain in their role as a Director;

(v) disclose any perceived or actual material conflicts of interest in the manner set out in clauses 21.6 -21.8;

(vi) ensure that the financial affairs of the Club are managed responsibly; and

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(vii) not allow the Club to operate while it is insolvent.

18.2 Composition of Board

The Board shall comprise:

(a) President

(b) Deputy President

(c) Director of Administration

(d) Director of Finance

(e) Director of Lifesaving

(f) Director of Member Services

(g) Director of Youth
(Responsible for Nippers and all members aged under 18)

(h) Director of Education
(Responsible for proficiencies and other SLS Awards)

(i) Director of Surf Sports

who must all be Members and who shall be elected under **Rule 19**.

18.3 Portfolios

The position of the President and all Director positions shall be voted by the members annually at the Annual General Meeting.

The various Directors that are elected or appointed to perform such duties and undertake such responsibility as specified from time to time by the Board or as set out in the Regulations.

18.4 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, shall not exercise the rights of a Director, and shall act in an advisory role only.

18.5 Transitional Arrangements

Notwithstanding any other rule of this Constitution, the transitional arrangements set out in **Rule 37** shall apply from the date of adoption of this Constitution.

18.6 Term of Office of Directors

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

(b) Directors may be re-elected for a maximum of five (5) consecutive terms in the same role.

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19. ELECTION OF DIRECTORS

19.1 Nominations of Candidates

(a) The Club shall call for nominations for candidates to be considered for election to the Board not less than one month prior to the Annual General Meeting. When calling for nominations the Club shall also provide details of the necessary qualifications and job description for the positions (if any). Qualifications and job descriptions shall be as determined by the Board from time to time.

(b) Candidates must:

(i) have been a member for at least 12 months prior;

(ii) be eligible to vote at an AGM (see **Rule 8.2**);

(iii) be aged 18 years or over;

(iv) not be ineligible to be a Director under the Corporations Act 2001 (Cth) or the ACNC Act; and

(v) be currently in good standing and financial with the Club both at the time of nomination and at the time of election.

(vi) be nominated by two Members;

(vii) confirm their consent to the nomination (on the nomination form or via an email to the Director of Administration); and

(viii) reside in Australia.

(ix) The nomination process of candidates is as follows:

1. Nominations are to be submitted via an electronic form or written correspondence to the Director of Administration not less than 7 days before the date fixed for the holding of the Annual General Meeting; and

2. The candidates' names will be listed and updated on the home page of the club's website every Monday prior to the AGM.

19.2 Voting Procedures

(a) If the meeting takes place via electronic means, members will need to register prior to the meeting so they can receive a voting form.

(b) A poll will be sent to all eligible voting members, who are present, to the members' email address. The anonymous poll will be open for a limited time (to be determined by the Board). Only those present (as determined by meeting registration) and entitled to vote are allowed one vote.

(c) Proxy votes will not be accepted.

(d) No item of business shall be transacted at a General Meeting unless a quorum of members entitled under these Rules to vote is present during the time the meeting is considering that item.

(e) Thirty (30) members present in person or online (being members entitled under these Rules to vote at a General Meeting), constitute a quorum for the transaction of the business of a General Meeting.

(f) If, within half an hour of the appointed time for the commencement of a General Meeting, a quorum is not present, if convened upon the requisition of members, shall be dissolved and in any other case shall stand adjourned to the same day in the following week, at the same time and (unless another place is specified at the time of

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adjournment by the person presiding at the meeting, or communicated by written notice to members given before the day to which the meeting is adjourned) at the same place.

(g) 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 members present shall constitute a quorum.

(h) If only one nomination is received for a position, that nomination, if eligible to stand will be deemed to be elected.

(i) If the number of nominations received exceeds the number of vacancies to be filled, a ballot will be held whereby members of the club that are both financial and are entitled to vote (under **Rule 8.2**) for candidates at the Annual General Meeting. Note: Associate and General members can vote only if they are a current director or club officer.

(j) Voting papers or electronic forms shall be prepared containing the names of the candidates in alphabetical order, for each vacancy on the Board.

(k) If no nominations are received for any position, the Board is entitled to ask for nominations at the AGM.

(l) Remaining positions will be deemed casual vacancies under **Rule 20.3**

20. VACANCY ON THE BOARD

20.1 Grounds for Termination of Director

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

(a) ceases to be a Member;

(b) dies;

(c) becomes bankrupt or makes any arrangement or composition with their creditors generally;

(d) 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;

(e) resigns from the Club in accordance with rule 11.3

(f) resigns their office in writing to the Club;

(g) is absent from meetings of the Board held during a period of three months without having previously obtained leave of absence in accordance with **Rule 21.5** or provided reasonable excuse for such absence;

(h) without the prior consent or later ratification of the Members in General Meeting holds any office of profit under the Club;

(i) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of his interest;

(j) is removed from office in accordance with this Constitution;

(k) has been expelled or suspended from membership (without further recourse under this Constitution or any of the Constitutions of the Branch, SLSNSW or SLSA);

(l) in the opinion of the Board (but subject always to this Constitution):

(i) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Club; or

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(ii) has brought themselves or the Club or surf lifesaving into disrepute; or

(m) Would otherwise be prohibited from being a director of a corporation under the *Corporations Act* or the ACNC Act.

20.2 Removal of Director

(a) The Club in a General Meeting may by Special 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.

(b) Where the Director to whom a proposed resolution referred to in **Rule 20.2(a)** makes representations in writing to the President or the President and requests that such representations be notified to the Members, the President may send a copy of the representations to each Member or, if they are not so sent, the Director may require that they be read out at the meeting, and the representations shall be so read.

20.3 Casual Vacancy

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

21. QUORUM AND PROCEDURE AT BOARD MEETINGS

21.1 Convening a Board Meeting

(a) The Board shall meet 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.

(b) 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 21.2**, not less than seven days written notice of Board meeting shall be given to each Director.

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

(i) delivering it to that Director personally; or

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

in accordance with the Directors last notified contact details.

(d) Notice may be given of more than one Board meeting at the same time.

21.2 Urgent Board Meetings

(a) In cases of urgency, a meeting can be held without notice being given under **Rule 21.1** provided that as much notice as practicable is given to each Director by the most effective means.

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

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21.3 Quorum

(a) At meetings of the Board the number of Directors whose presence is required to constitute a quorum is five (5).

(b) No business shall be transacted unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same place and at the same hour of the same day in the following week, or any date, time and place determined by the President.

(c) The Board may act notwithstanding any casual vacancy. However, if there are casual vacancies in the office of a Director 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 for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum.

21.4 Procedures at Board Meetings

(a) At meetings of the Board, the President shall chair the meeting. If the President is absent or unwilling to act, the Board shall appoint one of its Members to chair the meeting.

(b) 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.

(c) 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. The chairman may exercise a casting vote where voting is equal.

(d) Voting by proxy is not permitted at Board meetings.

(e) A resolution in writing signed or assented to by email or any 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.

(f) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Directors may be held where one or more of the Directors is not physically present at the meeting, provided that:

(i) all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication;

(ii) notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board;

(iii) in the event that a failure in communications prevents **Rule 21.4(f)(i)** 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 21.4(f)(i)** is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption the meeting shall be deemed to have terminated; and

(iv) any meeting held where one or more of the 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

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meeting shall be deemed to be held at the place where the President of the meeting is located.

21.5 Leave of Absence

(a) The Board may grant a Director leave of absence from Board meetings for a period not exceeding three months.

(b) The Board must not grant leave of absence retrospectively unless it is satisfied that it was not feasible for the Director to seek the leave in advance.

21.6 Material Personal Interests

(a) 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.

(b) A Director with such a material personal interest must not:

(i) be present while the matter is being considered at the meeting; and

(ii) must not vote on the matter.

(c) A general notice that a 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.

(d) Any declaration made or any general notice as aforesaid given by a Director under this **Rule 21.6** must be recorded in the minutes of the relevant meeting.

21.7 Financial Interest

(a) A Director is disqualified from:

(i) holding any place of profit or position of employment in the Club, or in any company or incorporated Club in which the Club is a shareholder or otherwise interested; or

(ii) contracting with the Club either as vendor, purchaser or otherwise;

except with express resolution of approval of the Board.

(b) 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.

(c) 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.

(d) 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 21.7(c)** 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.

(e) Any declaration made or any general notice as aforesaid given by a Director in accordance with **Rule 21.7** must be recorded in the minutes of the relevant meeting.

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21.8 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.

22. DELEGATED POWERS

22.1 Board May Delegate Functions

(a) 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.

(b) The Board may in the establishing instrument delegate such functions as are specified in the instrument, other than:

(i) this power of delegation; and

(ii) a function imposed on the Board by the Act or any other law, or this Constitution or by resolution of the Club in General Meeting.

(c) 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.

22.2 Exercise of Delegated Functions

(a) A function, the exercise of which has been delegated under this rule, may whilst the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation.

(b) A delegation under this rule may be made subject to such conditions or limitations as to the exercise of any function or at the time or circumstances as may be specified in the delegation.

22.3 Procedure of Delegated Entity

(a) The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under **Rule 21**.

(b) 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.

(c) The entity shall also provide any other reports, minutes and information required by the Board.

23. DUTIES

23.1 General Duties

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

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

(c) The Board must ensure that the Club complies with all requirements in the Act regarding financial statements.

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23.2 Public Officer

(a) As per section 34 of the Act, the Club must have a Public Officer position appointed.

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

(c) The Public Officer must give the Commissioner for Fair Trading notice of their appointment within 28 days after the appointment.

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

24. MINUTES OF BOARD MEETINGS

(a) The Board must ensure that minutes are taken and kept of each Board meeting.

(b) As a minimum, the minutes must record:

(i) the business considered at the meeting;

(ii) any resolution on which a vote is taken and the result of the vote; and

(iii) any interest declared under Rules 21.6 or 21.7.

25. REGULATIONS

The Regulations are the key "delegated legislation" of the Club. These are key rule and policy documents which can address a whole range of issues for a club. The Regulations must be consistent with the SLSNSW and SLSA Constitutions and Regulations.

The Regulations contain our key rules and policies.

25.1 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, the advancement of the Objects and surf lifesaving in the Northern Beaches Council area as it thinks necessary or desirable. Such Regulations must be consistent with the Constitution, the Branch Constitution, the SLSNSW Constitution, the SLSA Constitution and any regulations or By-Laws or the Standard Operating Procedures made by SLSNSW or SLSA. If any Regulations are inconsistent with the SLSNSW or SLSA Constitution and regulations the Regulations shall be null and void and will be inapplicable.

25.2 Regulations Binding

All Regulations made under this rule shall be binding on the Club and Members of the Club.

25.3 Regulations Transitional Arrangements

Notwithstanding any other rule of this Constitution, the transitional arrangements set out at **Rule 37** shall apply from the date of adoption of this Constitution.

25.4 Notices Binding on Members

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members of the Club by means of Notices approved and issued by the Board.

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26. FUNDS, RECORDS AND ACCOUNTS

26.1 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.

26.2 Club to Keep Records

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

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

26.3 Board to Submit Accounts

The Club's statements of account are required to be audited as per the *Charitable Fundraising Act 1991 and the ACNC Act*. At the Annual General Meeting, the audited statements of account must be presented to the Members. SLSNSW may require a level of reporting which exceeds the requirements of the Act for its own purposes and to advance the Objects.

26.4 Accounts Conclusive

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

26.5 Accounts to be Provided to Members

The Board shall post notice of Annual General Meetings in accordance with this Constitution, a copy of the statements of account, the Board's report, the full auditor's report and every other document required under the Act (if any) on the Club's website.

27. APPLICATION OF INCOME

(a) The income and property of the Club shall be applied solely towards the promotion of the Objects.

(b) No portion of the income or property of the Club shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member or Director.

(c) Nothing in this **Rule 27** shall preclude payment to a Member in good faith for expenses incurred or services rendered, including, but not limited to:

(i) any services actually rendered to the Club whether as an employee or otherwise;

(ii) goods supplied to the Club in the ordinary and usual course of operation;

(iii) interest on money borrowed from any Member;

(iv) rent for premises demised or let by any Member to the Club; or

(v) any out-of-pocket expenses incurred by the Member on behalf of the Club,

(d) Provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

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28. NEGOTIABLE INSTRUMENTS

All cheques, promissory notes, banker's drafts, bills of exchange and other negotiable instruments, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two duly authorised Directors or in such other manner as the Board determines.

29. AUDITOR

(a) Where the Act requires financial statements to be either reviewed or audited, a properly qualified individual shall be appointed to ensure compliance with the Act, and the remuneration of such individual or company be fixed by the Board. The reviewer or 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 the ACNC Act and generally accepted principles, and/or any applicable code of conduct. The reviewer or auditor may be removed by the Club in General Meeting.

(b) The accounts of the Club shall be examined, and the correctness of the profit and loss accounts and balance sheets ascertained by a reviewer, an auditor or auditors at the conclusion of each Financial Year.

30. SERVICE OF NOTICES

(a) Notices may be given to any person entitled under this Constitution to receive any notice by sending the notice by post, by electronic mail, to the Member's registered address or electronic mail address. Notices may also be posted on the Club's website.

(b) 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.

(c) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected by upon receipt of a confirmation report confirming the electronic mail message was received at the electronic mail address to which it was sent.

(d) Where a notice is sent by posting on the Club's website service of the notice shall be deemed to be effected one (1) day after it was posted.

31. COMMON SEAL

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

(b) The Seal shall not be used without the express authorisation of the Board. Every use of the Seal shall be recorded in the Club's minute document library. Two Directors must witness every use of the Seal, unless the Board determines otherwise.

32. REGISTERED ADDRESS

The registered address of the Club is:

(a) The address determined from time to time by resolution of the Board; or

(b) If the Board has not determined an address to be the registered address, the postal address of the Public Officer.

33. INDEMNITY

(a) 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 him/her in his/her capacity as Director, officer, auditor, manager, employee or agent

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in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in relation to any such proceedings in which relief is, under the Act, granted to him by the Court.

(b) 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:

(i) 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

(ii) in the case of an employee, performed or made in the course of, and within the scope of his employment by the Club.

34. DISSOLUTION

(a) The Club may be wound up voluntarily by Special Resolution.

(b) If the Club is wound up, the liability of the Members shall be limited to $1. No other amount shall be payable by the Member.

(c) Should the Club cease to function as a surf lifesaving Club, the Branch to which the Club is affiliated, shall stand possessed as trustee of all real and personal property of the Club. If failing to reform within a period of three (3) years, the Club shall be treated as defunct and, subject to applicable laws, its property both real and personal shall vest in the Branch absolutely. If the Club's property does not vest in the Branch, the Club must take all reasonable steps to facilitate the vesting of their property in the Branch

(d) Subject to rule 34(c), if upon winding up or dissolution of the Club or upon revocation of its endorsement as a deductible gift recipient (if relevant) (whichever occurs first), there remains after satisfaction of all its debts and liabilities any surplus assets or property as follows:

(i) gifts of money or property for the objects of the Club;

(ii) contributions made in relation to an eligible fundraising event held for the objects of the Club; or

(iii) money received by the Club because of such gifts and contributions;

then

(e) such surplus assets or property shall not be paid to or distributed amongst the Members but shall be given or transferred to some organisation(s):

(i) having objects similar to the Objects; and

(ii) 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; and

(iii) which is charitable at law and to which income tax deductible gifts can be made.

Such organisation(s) 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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35. CUSTODY OF BOOKS AND OTHER DOCUMENTS

(a) 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.

(b) Subject to the Act and the ACNC Act, 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.

(c) Inspection of Club records will only be made available to Members where the purpose of the inspection is for a proper purpose and is in good faith. This will be determined by the Board in its sole discretion and taking into consideration confidentiality and privacy considerations.

36. LIQUOR LICENCE OBLIGATION

36.1 No Payments

No officers or servant of the Club can be paid by way of commission or allowance from the receipts of the Club from the sale and disposal of liquor.

36.2 Records

The Club may maintain records of guests to the Club's premises.

37. TRANSITIONAL ARRANGEMENTS

(a) Notwithstanding any other rule of this Constitution, the transitional arrangements set out in this **Rule 37**shall apply from the date of adoption of this Constitution.

(b) 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.

(c) All clauses, rules, By-Laws, regulations and any policies, of the Club in force at the date of the approval of this Constitution insofar as such clauses, rules, By-Laws, regulations and any policies are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be By-Laws under **Rule 25**.

(d) 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.

38. FURTHER MISCELLANEOUS PROVISIONS

38.1 Club Headquarters

The headquarters of the Club shall be the Surf Club, located within the reserve at Newport Beach, in the local government area of Northern Beaches Council.

38.2 Club Colours

The Club colours shall be – Maroon, ie Pantone Matching System (PMS) 229 and Gold, PMS 136.

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38.3 Membership Year

The membership year of the Club shall commence 30 September, in any one year, and conclude on 29 September the following year.

38.4 Patron

In addition to the election of the Board of Directors of the Club referred to in **Rule 18**, the members of the Club in Annual General Meeting, may elect a Patron for the ensuing year. The Patron need not be a member of the Club and shall not be a member of the Board of Directors.

38.5 Affiliation

The Club shall be affiliated with and remain affiliated with SLSA, and such similar State or District Associations or Branches, as may be considered desirable.

38.6 Inspection of Books, etc.

The records, books and other documents of the Club, shall be open for inspection, free of charge, by a member of the Club, at any reasonable hour.

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