

# CONSTITUTION RULES



MAROOCHYDORE S.L.S.C.

## MAROOCHYDORE SURF LIFE SAVING CLUB INC.

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## **NAME OF CLUB**

The name of the Club is Maroochydore Surf Life Saving Club Inc.

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this Constitution unless the contrary intention appears:

**Act** means the Association's Incorporation Act 1981 (Qld).

**ACNC** means the Australian Charities and Not for Profit Commission.

**Advisor** means the nominated person who provide advice to a Board on a particular field or subject. An Advisor is elected to the nominated role at the Annual General Meeting. It is a non-voting position.

**Affiliated Club** means the Maroochydore SLSC Supporters Club Inc.

**Association** means Maroochydore Surf Life Saving Club Inc.

**Board** means the Officers elected to Board positions identified and shall also be referred to as the Board of Management

**Board of Management** means the body managing the Club and consisting of the Directors. The Board of Management is generally referred to as 'the Board'.

**Branch** means Sunshine Coast Branch which includes the affiliated Surf Life Saving Clubs and their Members within the boundaries of that Branch as defined by SLSQ and the Branch.

**Budget** refers to an Income and Expense Budget which is prepared by the Director of Finance and Resources, based on estimated income and expenses associated with the Club's operations for the forthcoming financial year. The Budget shall be prepared in consultation with the Board of Finance and submitted each May for Board of Management approval.

**By-Laws** means any By-Laws made by the Board or Club Council and are intended to provide specific policies relating to the practical operations of the Club. The creation or amendment to a Club By-Law shall not be valid if it contradicts this Constitution.

**Club** means the Maroochydore Surf Life Saving Club Inc. (The Club), and includes all the registered, financial Members.

**Club Council** means the body consisting of the President and elected Officers and all members of the Club with voting rights in accordance with this Constitution.

**Club Secretary** as defined in the Act means the Secretary of the Board of Management as elected by the Club Council.

**Complaint** means a formal written submission to the Club by a complainant who is not anonymous; relating to an alleged breach of an SLSQ/SLSA Relevant Policy. The complaint must be lodged with SLSA through an on-line Reporting System; and which the complaint usually requires formal resolution (see SLSA Policy 6.06, Clause 1.1 Definition of 'Complaint', Clause 6.1).

**Complaints Manager** means the person appointed by the Club Council to manage Category 1 or 2 Complaints lodged by club members as required by SLSA Policy 6.06 (Clause 6.12).

**Constitution** means this Constitution of the Maroochydore Surf Life Saving Club Inc. as amended from time to time.

**Delegate** means the person appointed from time to time by the Board of Management to act for and on behalf of the Club.

**Director of Life Saving (DoLS)** is the lifesaving operations leader within the club; and is responsible for the conduct of patrol groups and members. The DoLS may also be referred to as the Club Captain.

**Director** means a member of the Board of Management elected in accordance with this Constitution.

**Financial Record** is a formal record of the financial activities and position of the Club. It provides information about the financial position, performance and charge to the Club.

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

**General Business** means matters raised, without notice, at Club Council meetings which the Chair, or meeting by consensus, allows to be discussed and voted upon if necessary. General Business matters may include, but are not limited to, Club by-laws and policy issues. Any issue raised in General Business which has potentially significant financial implications for the Club, shall not be considered, i.e., a Notice of Motion is required.

**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 Life Saving activity of or conducted, promoted or administered by the Club.

**International Life Saving Federation (ILS)** means the world's non-profit peak body representing lifesavers and aquatic lifesaving organisations.

**Judiciary Committee** means a Committee established from time to time by the Board to deal with a disciplinary matter.

**Life Governor** means a Life Member who is elected to the title of Life Governor by the Club Council in accordance with the By-Laws.

**Life Member** means an individual elected to Life Membership of the Club by the Club Council.

**Life Member Research Advisor/s** means the Life Member/s, appointed by the Board, responsible for researching and maintaining a register of eligible Members for consideration for Club Life Membership.

**Lifesaving Manager** means the person who is appointed and directed by the Board of Management to provide day-to-day management of the Club's operations. This is a non-voting position.

**Maroochy Supporters Club** means the affiliated and incorporated licensed Club established to support the charitable purpose of the Maroochydore Surf Life Saving Club.

**Member** means a registered and financial Member of the Club who is subject to the rules and jurisdiction of the Club as defined in the Constitution and By-Laws.

**Member Protection Information Officer (MPIO)** means the person elected at a General Meeting, or is otherwise appointed by the Board of Management, and who can provide information about the rights, responsibilities and options available to an individual seeking to make a complaint. The person is not responsible for managing/conducting the formal complaints process.

**Membership Category** means the various membership categories as defined by SLSA.

**Minutes Secretary** of a Board or Committee means the person appointed to perform the duties of Secretary of that respective Board or Committee. The Minutes Secretary of Sub-Boards or Committees shall be appointed by the respective Board or Committee.

**Notice** means the written advice to a Member or party compelling them to be aware of a process affecting their Club rights, obligations or duties.

**Objects** means the objects of the Association/Club.

**Officer** means a Member elected to a position on a Board or Committee.

**Office of Fair Trading (OFT)** means the State Government department responsible for Clubs.

**Penalising Authority** of the Club shall be vested in the following: Club Council, Board of Management, President, Carnival Committee, and Judiciary Committee.

**Person in Position of Authority (PPA)** means a person allocated to a role in the Club who has a level of authority at the Club. The PPA may include the Board Members as well as senior leaders in the Club.

**President** means the President for the time being of the Club.

**Plenary** means a meeting called by a Board Director fully attended by all Members of the Board, i.e., elected Officers and Advisors.

**Policies** means the rules, regulations, by-laws and resolutions made by the Board of Management and Club Council. Such rules, etc, must be legally valid and comply with Branch, SLSQ and SLSA regulations, as amended from time to time.

**Proxy** means a person who, subject to this Constitution and By-Laws, is designated by another authorised person or body to represent that individual at a meeting or before a public body. It is noted that this Constitution does not allow proxy voting at a Club meeting.

**Reference** includes any issue or complaint against a Member of the Club brought by any person, and any dispute as to rights of membership under this Constitution.

**Regulations** means the SLSA regulations as set from time to time.

**Resolution** means a decision made by the Board of Management or the Club Council which must be complied with by Members.

**Rules** references a clause in the By-Laws and policies adopted by the Board or Club Council from time to time.

**Seal** means the Common Seal of the Club and includes any official seal, in accordance with Appendix A to the Constitution.

**Season** is also referred as Year, as determined by SLSA.

**Selection Ombudsman** means the Life Member representative on the Board of Surf Sports.

**Serious Criminal Offence** means any offence which is potentially punishable by imprisonment.

**Skills Maintenance** refers to the annual checks on the practical and theory components of a Member's Award to confirm currency of requirements at a point in time. This is known as the Member's Skills Maintenance assessment.

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

**SLSQ** means the body recognised by SLSA as the body administering Surf Life Saving in Queensland.

**Special Business** means business that can only be transacted at a General Meeting if it has been specified in a formal Notice of Motion submitted in accordance with this Constitution and By-Laws.

**Special Committee** means a Committee established by a Board of Management to deal with a specific strategic issue or project.

**Special Resolution** means a resolution passed in accordance with the Act, which usually concerns constitutional changes, winding up or appointment of a liquidator. At least 75% of eligible voting members present at the meeting must vote in favour of a motion for it to be approved.

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

**Sub-Board or Inferior Board** means those Boards established by the Board of Management, and includes the Boards of Surf Life Saving, Surf Sports, Administration and Membership, Junior Activities, Finance and Resources, and Marketing and Promotions.

**Sunshine Coast Branch (SLSQ)** means the body established to support the delivery and arrangement of lifesaver training, education and sporting competitions on the Sunshine Coast.

**Supporters Club** means the affiliated Maroochydore SLS Supporters Club.

**Surf Life Saving Club** means a Surf Life Saving club which is a member of, or otherwise affiliated with Sunshine Coast Branch, SLSQ or SLISA.

**Surplus Assets** means, in relation to the incorporated Club, the assets after payment of the debts and liabilities remaining on a winding-up of the incorporated Club and the costs, charges and expenses of the winding-up.

**Treasurer** means, where the words the “Director of Finance and Resources” appear in this document and shall be acknowledged to refer to the Treasurer as defined in the Act.

**Year** (also referred to as Season) shall mean in the case of:

- (a) Patrol and Skills Maintenance Obligations occurs in the period between 1 January and 31 December in any one year;
- (b) Competition and Age Classification occurs in the period between 1 October in any one year and 30 September in the year following;
- (c) Membership Year is the period between 01 July in any one year and 30 June in the year following.

## 1.2 Interpretation

In this Constitution:

- (a) a reference to a function includes a reference to a power, authority and duty;
- (b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other genders;
- (e) references to persons include corporations and bodies politic and any legal personal representatives, successors and permitted assigns of that person;
- (f) 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

- (g) a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.
- (h) "may" means expressing a possibility;
- (i) "shall" means expressing a strong assertion or intention;
- (j) "should" means that something is proper, reasonable or the best thing to do; and
- (k) "must" means that there is no option at all to offer alternatives.

### **1.3 Severance**

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable, the phrase or provision is to be read down if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution.

### **1.4 Expressions in the Act**

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.

### **1.5 Sole Purpose**

The Club is established solely for the Objects.

### **1.6 Model Rules**

The Model Rules under the Act are expressly displaced by this Constitution.

## **2. OBJECTS OF ASSOCIATION**

### **2.1 Objects**

The Club is a charitable organisation established solely for these Objects.

The Objects of the Club are to:

- (a) participate as a member of the Branch, SLSQ and 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 Club as a beneficial, volunteer, member-based, community service, charity and emergency service throughout, and for the safety and protection of the community in Maroochydore and Sunshine Coast;
- (c) provide emergency services support, as directed by SLSQ or the State Government agencies;
- (d) at all times promote mutual trust and confidence within the Association in pursuit of these Objects;

- (e) promote the economic, community and emergency service success, strength and stability of the Club;
- (f) affiliate and otherwise liaise with the Branch, SLSQ and SLSA in the pursuit of these Objects;
- (g) 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;
- (h) conduct, encourage, promote and advance aquatic safety and management and the protection and preservation of life in the aquatic environment in Maroochydore;
- (i) use and protect the Intellectual Property in pursuit of these Objects;
- (j) apply the property and capacity of the Association solely towards the fulfilment of these Objects;
- (k) 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;
- (l) have regard to the public safety and protection and the public interest in its operations;
- (m) ensure that promotion and protection of the aquatic environment in Maroochydore are considered in all activities conducted by the Association;
- (n) promote the health, safety and protection of the public and all users of the aquatic environment in Maroochydore and Sunshine Coast;
- (o) 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
- (p) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these objects.

## **2.2 Affiliation**

As a member of Surf Life Saving Australia, the Club will:

- (a) Participate as a member of the Sunshine Coast Branch, SLSQ and SLSA so surf lifesaving and the preservation of life in the aquatic environment can be conducted efficiently encouraged, promoted, advanced and administered efficiently.
- (b) 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.
- (c) Use and protect the intellectual property of the Club, Sunshine Coast Branch, SLSQ and SLSA;

- (d) Conduct, encourage, promote, advance and control surf lifesaving activities in Maroochydore, its many aspects devoted to aquatic safety and management and the preservation of life in the aquatic environment;
- (e) Have regard to the public interest in its lifesaving operations;
- (f) Promote the involvement and influence of surf lifesaving standards, techniques, awards and education with bodies involved in surf lifesaving;
- (g) Give, and seek where appropriate, recognition for Members to obtain awards or public recognition in fields of endeavour;
- (h) Ensure all club activities are conducted in a safe and supportive environment by adopting and implementing appropriate policies and practices that, so far as is reasonably practicable, support the physical and mental health and safety of all members; including child and young person's management strategy, equal opportunity, equity, sexual harassment, drugs in sport, health, safety, junior and senior programs, and such other matters as arise from time to time as issues to be addressed in surf lifesaving; and
- (i) Encourage and assist Members to realise their surf lifesaving potential and athletic abilities by extending to them the opportunity of education and participation in surf lifesaving sports competition and to award trophies and rewards to successful competitors in order to develop their skills and abilities to undertake surf lifesaving and preserve life in the aquatic environment; and,
- (j) Encourage and assist Members to realise their personal and leadership potentials.

### **2.3 Community**

The Club will:

- (a) Pursue links with other Sunshine Coast Community groups, clubs and associations to further the objects of the Association;
- (b) Promote uniformity of laws and regulations for the control and management of aquatic and beach safety in the Sunshine Coast area and to assist authorities in enforcing these laws and regulations;
- (c) Ensure that environmental and cultural considerations are taken into account in all surf lifesaving and related activities conducted by the Association;
- (d) Effect such Objects as may be necessary in the interests of the public safety, Members, surf lifesaving and safety in the aquatic environment in Maroochydore;
- (e) Pursue safety in partnerships and commercial arrangements, including sponsorship and marketing opportunities as are appropriate, to further the objects and interests of the Association and surf lifesaving;
- (f) Apply the property and capacity of the Association solely towards the fulfilment and achievement of the Club's Objects; and

- (g) Undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of the Club's Objects.

### **3. POWERS OF THE CLUB**

Solely for furthering the Objects, the Club has, the powers and functions under the Act and this Constitution.

### **4. APPLICATION OF INCOME**

- (a) The income and property of the Club shall be applied solely towards the promotion of the Objects.
- (b) Except as prescribed in this Constitution:
  - (i) 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; and
  - (ii) no remuneration or other benefit for profit in money or money's worth shall be paid or given by the Club to any Member who holds any office of the Club.
- (c) Nothing contained in Clauses 4(b)(i) or 4(b)(ii) shall prevent payment in good faith to any Member for:
  - (i) any services actually rendered to the Club whether as an employee or otherwise; or
  - (ii) goods supplied to the Club in the normal course of operation; or
  - (iii) interest on money borrowed from any Member; or
  - (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; 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.
- (d) In accordance with Act, the annual audited Statements of Financial Performance of the Club shall include any remuneration or other benefits provided to the members, or their relatives, of the Management Committee Officers and senior staff.

### **5. LIABILITY OF MEMBERS**

The liability of the Members of the Club is limited, subject to Clause 6.

### **6. MEMBERS' CONTRIBUTIONS**

Every Member of the Club undertakes to contribute to the assets of the Club in the event of it being wound up while a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of the Club contracted before the time at which the Member ceases to be a Member and the costs, charges and expenses of winding up the Club, such an amount not exceeding one dollar (\$1.00).

## **7. DISTRIBUTION OF DGR PROPERTY ON REVOCATION OF DGR OR WINDING UP**

If the organisation is wound up or its endorsement as a deductible gift recipient (DGR) is revoked (whichever occurs first), any surplus of the following assets shall be transferred to Surf Life Saving Queensland or if that Club is no longer a deductible gift recipient or has ceased to exist, to another Surf Life Saving body or organisation to which income tax deductible gifts can be made:

- (a) Gifts of money or property for the principal purpose of the organisation; and/or
- (b) Contributions made in relation to an eligible fundraising event held for the principal purpose of the organisation; and/or
- (c) Money received by the organisation because of such gifts and contributions.

Such deductible gift recipient charity will be determined by the Members at or before the time of dissolution.

## **8. DISTRIBUTION OF PROPERTY ON WINDING UP**

- (a) This rule will apply if the Club:
  - (i) is wound up in accordance with the Act; and
  - (ii) has surplus assets after satisfying this Clause.
- (b) The surplus assets must not be distributed among the Members of the Club.
- (c) The surplus assets must be given or transferred to Surf Life Saving Queensland or if that Club has ceased to exist to another Surf Life Saving body or organisation:
  - (i) having objects similar to the Club's objects; and
  - (ii) the rules of which prohibit the distribution of the entity's income and assets to its members.
- (d) Surplus assets is defined in the Act.

## **9. THE CLUB'S CONSTITUTION**

### **9.1 Constitution of the Club**

This Constitution will comply with the objects and rules of SLSA and SLSQ and shall generally conform with the SLSQ Constitution, subject to any requirements in the Act, and at least to the extent of:

- (a) the objects of SLSA and SLSQ;
- (b) the structure and membership categories of SLSA and SLSQ;
- (c) recognising SLSA as the peak body for Surf Life Saving in Australia, in accordance with the SLSA Constitution;
- (d) recognising SLSQ as the peak body for Surf Life Saving in Queensland;
- (e) recognising SLSA as the final arbiter on matters pertaining to Surf Life Saving in Australia, including disciplinary proceedings; and
- (f) any other such matters as are required to give full effect to the Constitution.

## **9.2 Compliance of the Club**

The Members acknowledge and agree the Club shall:

- (a) be or remain incorporated in Queensland;
- (b) appoint a Delegate annually to represent the Club at meetings of the Branch;
- (c) nominate such other persons as may be required to be appointed to Branch committees from time to time under this Constitution or the Branch constitution or otherwise;
- (d) forward to SLSQ a copy of its constituent documents and details of its Directors;
- (e) adopt the objects of SLSQ (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 SLSQ constitution;
- (f) apply its property and capacity solely in pursuit of the Objects and of Surf Life Saving;
- (g) do all that is reasonably necessary to enable the Objects to be achieved;
- (h) act in good faith and loyalty to ensure the maintenance and enhancement of Surf Life Saving, its standards, quality and reputation for the benefit of the Members and Surf Life Saving;
- (i) at all times act on behalf of and in the interests of the Members and Surf Life Saving; and
- (j) by adopting the objects of SLSQ, abide by the SLSQ Constitution; (k) comply with SLSQ and SLSA policies, rules and regulations.

## **9.3 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 Life Saving are to be conducted, promoted, encouraged, advanced and administered throughout Maroochydore;
- (b)
- (c) to ensure the maintenance and enhancement of Surf Life Saving, its standards, quality and reputation for the benefit of the Members and Surf Life Saving;
- (d) 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 Life Saving and its maintenance and enhancement;
- (e) Gender and diversity will be given due consideration in the elections and appointments of Club Officers and Committee members;
- (f) 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;
- (g) to act in the interests of the Club, Surf Life Saving and the Members;
- (h) 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 Life Saving; or
- (iii) brought themselves, the Club, any Surf Life Saving Club or Surf Life Saving in general into disrepute;
- (iv) 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.

## **10. COMPLIANCE WITH SLSQ AND SLSA RULES AND STATUTORY OBLIGATIONS**

- (a) The Club also acknowledges that its Constitution and therefore operations, shall conform with the Act and Office of Fair Trading obligations.
- (b) The Club will take all reasonable steps to ensure its Constitution and By-Laws are in conformity with SLSQ and SLSA rules and policies and shall ensure this Constitution is amended when necessary to conform with future amendments required by SLSQ and/or SLSA, subject to any prohibition or inconsistency in the Act.
- (c) The Club shall provide to SLSQ a copy of its Constitution and any amendments to this document. The Club acknowledges and agrees that SLSQ has power to veto any provision in this Constitution which, in SLSQ's opinion, is contrary to the objects of SLSQ.
- (d) The Club also acknowledges that as a registered charity with Public Benevolent Interest (PBI) status, it shall comply with ACNC (Australian Charities and Not-for-Profit Commission) obligations.

## **11. MEMBERS**

### **11.1 Membership Objects**

A Member of the Association shall:

- (a) uphold and abide by the Objects and Rules of the Association/Club;
- (b) ensure their actions do not affect the health and safety of other people, for example, other volunteers, paid workers, or the general public.

### **11.2 Composition**

The composition of the Club shall consist of its Officers, Active Members, Past Active Members, Reserve Active Members, Award Members, Long Service Members, Life Members, Life Governors, Cadet Members, Associate Members, Junior Activity Members, Probationary Members, and Honorary Vice-President Members of the Club, all of which categories are defined in this Constitution or the By-Laws. Membership numbers shall be unlimited.

### **11.3 Membership**

The membership of the Club shall consist of the following primary categories of individual membership:

**11.3.1 Junior Members** are generally those under the age of 15 years. They do not have voting rights and cannot hold office.

### Junior Activities Membership (5-13 years "Nipper")

A Junior Activity Member shall be a person who shall be a minimum age of five (5) Years up to a maximum age of thirteen (13) Years and such person shall be required to gain the relevant Surf Education Certificate for that person's age group. Junior Activity Members shall not have voting rights.

The key focus for five and six-year old Junior Activity Members will be play, participation and fun. Guidelines which support this focus will include:

- a. Beach activities that emphasise games and group activities;
- b. Water activities to be limited to shallow water near the water's edge; and
- c. No competition for these age groups other than that involved in fun games.

### Cadet Membership (14-15 years)

A Cadet Member shall be a Member of the age qualification as defined in SLSA's Manuals, i.e., Under 15 Years and who has obtained the Surf Rescue Certificate or has passed an annual Skills Maintenance test. Cadet Members shall not have voting rights.

**11.3.2 Active Membership** which includes the following sub-membership categories:

- (i) An Active Member shall:
  - a. be a Bronze Medallion holder;
  - b. fulfil patrol and Club obligations, as provided by SLSA and this Constitution;
  - c. qualify in an annual Skills Maintenance test unless the Member has obtained their Bronze Medallion in that season;
  - d. have the right to be present, to debate and to vote at General Meetings.

### Reserve Active Membership

Reserve Active Membership may be granted to Active Members who have satisfactorily completed (from the gaining of the Bronze Medallion) at least eight (8) years of patrols, where a minimum of 35 hours of rostered patrols were performed. Reserve Active Membership shall not be automatic but shall be granted by resolution of the Board of Management.

Reserve Active Members shall:

- a. perform a minimum of 12 patrol hours per season; and
- b. shall complete the annual Skills Maintenance test; and
- c. provided clause (a) and (b) are met shall have the right to be present, to debate and to vote at General Meetings.

### Award Membership

Award Membership may be granted to persons who hold an SLSA Award of one, or more, of the following qualifications: Surf Rescue Certificate, Resuscitation or Advanced Resuscitation Certificate, First Aid Award, Radio Award, Emergency Care Award (or equivalent).

Such Members may be called upon to perform patrol and/or other Club obligations within the scope of their qualifications.

Such Members shall have the right to be present at General Meetings.

Award Members shall not have voting rights unless:

- a. they are elected to a position which is provided with voting rights as defined by this Constitution; or

- b. they are an active rostered patrolling member in the relevant season; and
- c. they are over the age of 18 years.

**11.3.3 Associate Membership** which includes the following sub-membership categories:

Associate Membership

Associate Membership may be granted to persons who may or may not hold an SLSA award.

Associate Members shall not have voting rights unless they are elected to office or to a position which is provided with voting rights, as defined by this Constitution.

Probationary Membership

Probation membership shall be the designation of any person for the time period between applying for membership and the gaining of an Award and/or the granting of a formal category of membership by the Board. Probationary Members shall not have voting rights.

General Membership (General Member)

General Membership may be granted to persons who may or may not hold an SLSA Award and have completed a minimum of 25 hours of documented Club duties in the preceding season. Duties may include Junior Activity Age Manager, Water Safety, Competition Official, Volunteer Coach, BBQ worker and other duties as determined by the Board of Management.

General (Associate) members shall not have voting rights unless they are elected to office or to a position which is provided with voting rights, as defined by this Constitution.

Leave/Restricted Membership

Leave/Restricted membership may be granted to persons who require a period of absence from the club and club duties for a period. Deployment, injury work, pregnancy and travel are examples.

Nipper Parent

A Nipper Parent membership denotes a member who is a nipper parent or guardian who holds no other awards that would deem them to be in the *Active of Award* category.

Past Active Membership

A financial Member who holds a Bronze Medallion Award and has been an active patrol Member for at least three (3) years, may be granted Past Active Membership by the Board of Administration and Membership and endorsed by the Board of Management, if this Member subsequently is unable to complete patrol duties as required.

Past Active Members shall not have voting rights unless elected to office or to a position which is provided with voting rights, as defined by this Constitution.

Past Active Members shall not be entitled to count any years of service in alternative membership categories as service for qualifying for Reserve Active or Long Service Membership.

**11.3.4 Honorary and Service Membership which includes the following sub-membership categories:**

Life Membership

The Board of Management may recommend to an Annual General Meeting, in accordance with the By-Laws, any member who has displayed exemplary behaviour and rendered long

and distinguished service to the Club and/or and Surf Life Saving generally, where such service is deemed to have assisted the advancement of the Club and/or Surf Life Saving in an active and/or administrative capacity for a minimum period of **fifteen (15) years**, be appointed as a Life Member;

The election of a Life Member shall be by a majority vote at an Annual General Meeting

Life Members shall have the right to hold office, to be present, to debate and to vote at General Meetings.

#### Life Governor Membership

Up to two (2) Life Governors shall be elected by the Club Council, on the recommendation of the Life Members, at any one time, in accordance with the By-Laws,

A Life Governor shall only be elected from among the duly elected Life Members of the Club,

A Life Governor who elects to stand down or retire from the role, will be acknowledged of their status as a "Life Governor (Emeritus)".

In the event that a Life Governor for reasons of age, ill health or other cause, is unable to efficiently carry out the duties of Life Governor, after consultation with the alternate Life Governor and the President, that Life Governor shall retire and assume the title 'Life Governor (Emeritus)'.

#### **Long Service Membership**

Long Service Membership may be granted to Active Patrol Members who hold a Bronze Medallion and have completed ten (10) years active service; or to Reserve Active Members who have completed eight (8) years active service plus four (4) years Reserve Active service; and have performed a minimum of 350 hours of rostered patrol aggregated over ten) 10 years. A minimum of 25 hours must be performed each season.

Members may also be recognised as Long Service Members if, in the opinion of the Board of Management, Award Members who do not hold a Bronze Medallion, have completed the equivalent period of patrol service to the Club as an Award Member of the Club.

Should a Member join the Club from another Surf Life Saving Club where they are a Long Service Member then such a Member's Long Service may be recognised by the Club subsequent to the completion of two (2) voluntary patrol duties, or equivalent in the patrol season of transfer to the Club.

Such Members may be exempted from all patrol obligations and may be granted other special privileges of Membership as determined by the Board of Management.

Long Service Members have the right to be present, to debate and to vote at General Meetings.

#### Honorary Membership

**Honorary Membership may be granted to a member who has given service to the club and is recognised as per the club's constitution or by-laws. This member may or may not hold an SLSA award.**

### **11.3.5 Community Membership**

Community Membership may be granted to community members who are involved in club activities but do not patrol hold office, have voting rights, or access to WorkCover. The member is not directly participating in surf lifesaving activities, however they may still assist/be involved with club activities. Some examples are participants in events such as Ocean Swims, Come and Try Days, Silver Salities, Community Education Programs.

### **11.4 Voting Rights**

Membership voting rights shall be limited to, Active patrolling Bronze Medallion holders, Active rostered patrolling Award holders over the age of 18 years old [as per 11.3(b)(iii)], Reserve Active members, Long Service members, Life Members and members elected to office or to a position which is provided with voting rights by the Constitution and are current financial members of the Club.

### **11.5 Dual Membership**

In relation to Dual or Multi-Club Membership the following shall apply:

- (a) Any Member of the Club may be admitted as a Member of another Club or Clubs, providing such Member has a 'Clearance' as provided for in SLSA's Clearances Policy;
- (b) Any competing Member shall not participate in any Inter-Affiliated Club competition as a representative of more than one Club during any one competition season unless and until their "Competitive Rights" have been transferred as provided for in SLSA's "Competitive Rights Transfer" Policy;
- (c) Any competing Member who is a Member of more than one club shall be entitled to complete in Intra-Club (internal Club) events of all such Clubs.

### **11.6 Restriction on Membership**

In relation to membership restriction the follow shall apply:

- (a) Any non-financial, suspended or expelled Member of the Club shall not knowingly apply to join another Club, nor shall a Club knowingly admit to membership nor retain in membership any past or present member of the Club who is indebted in any way to, or has been suspended or expelled from, any Club;
- (b) Should a bona fide Member of more than one Club be completely suspended or expelled by the Club they shall not be allowed to compete in any competition conducted by any Club of which the person is a Member, or by the Club;
- (c) All applications for membership of the Club shall be available to persons provided that Active Membership shall be limited to holders of the Bronze Medallion and/or Surf Life Saving Awards, and subject to an annual Skills Maintenance test;
- (d) A Member of a Surf Life Saving Organisation affiliated with International Life Saving may be accepted as a Member of the Club provided that the Member complies with all the conditions for membership of this Club and SLSA rules.

### **11.7 Patrol Obligation Policy**

- (a) Members recognise the obligation of all appropriately qualified and proficient Members to perform patrol duties and/or other duties within the Club structure;
- (b) The Board may develop and implement policies from time to time that provide patrol exemption for some Members in exceptional circumstances. Any such exemptions approved by the Board shall be reported to the Club Council, and SLSQ and SLSA as required.

## **12. SUBSCRIPTIONS AND FEES**

Membership fees for each category of membership is the amount decided by the Board of Management from time to time.

The annual membership fees payable by Members to the Club shall be due on 01 July each year and the manner of payment shall be as determined by the Board of Management from time to time.

The membership fee amount will remain as prescribed until 30 September each year. After that date, a Membership Fee Surcharge may apply, as determined by the Board.

### **12.1 Membership Fee Surcharge**

An application for membership by an individual Applicant must be:

- (a) in respect to an initial application for membership may be received at any time in the season, without a membership fee surcharge;
- (b) In respect of renewals of membership for the categories of membership described in this Constitution, membership applications received after 31 October may incur a fee surcharge;
- (c) The Board of Management shall set the amount of the surcharge, if any, each season for each category of membership.

### **12.2 Associate Member Fee**

(a) Associate Members not aligned with Junior Activities or otherwise actively involved in the Club's operations shall have a joining and/or annual membership fee substantially greater than fees of other membership categories as determined by the Board from time to time.

## **13. MEMBERSHIP APPLICATION**

### **13.1 Application for Membership**

An application for membership by an individual Applicant must be:

- (a) submitted by the Applicant on the form prescribed from time to time by SLSA and lodged with the Club; or
- (b) submitted online via the authorised membership portal and/or in accordance with the process (if any) as prescribed by the Board from time to time; and (c) accompanied by the appropriate fee, if any.

### **13.2 Public Liability and Personal Accident Insurance**

(a) The Board of Management shall ensure that the membership application and renewal processes includes information about the amount of public liability and personal accident (workers compensation) insurance held by the Club. [Note. Insurance information is included in the standard SLSA Membership Application Form].

### **13.3 Re-Application**

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

### **13.4 Admission and Rejection of Members**

- (a) At the next meeting of the Board after the receipt of any application and the fee applicable for any class of membership, such application shall be considered by the Board of Management who thereupon determine the admission or rejection of the Applicant. The Board of Administration and Membership may make recommendations for the assistance of the Board;
- (b) Any applicant who receives a majority of the votes of the Members of the Board of Management present at the meeting at which such application is being considered shall be accepted as a Member to the class of membership applied for;
- (c) Upon the acceptance or rejection of an application for any class of membership, The Director of Administration and Membership shall forthwith give the applicant notice in writing of such acceptance or rejection.

### **13.5 Discretion to Accept or Reject Application**

- (a) The Board of Management may accept or reject an application whether the Applicant has complied with the requirements of the Club rules, and shall not be required or compelled to provide any reason for such acceptance or rejection;
- (b) Where the majority of the Directors on the Board of Management accepts an application, the Applicant shall become a Member;
- (c) 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;
- (e) The Applicant has the right of appeal to Club Council if their application is rejected.

### **13.6 Deemed Membership**

- (a) 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;
- (b) The Members shall, if requested, 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.

## **14. REGISTER OF MEMBERS**

### **14.1 Register**

The Club shall keep and maintain a Membership Register in a system approved by SLSQ in which the following shall be entered (as a minimum):

- (a) Full name, address, contact details, category of membership and date of entry of the name of each Member and the current status of that Member, the SLSA Awards they hold and whether or not they are proficient in each of those Awards, other mandated accreditations (e.g., Blue Card) they hold;
- (b) Full name, address and date of entry of the name of each Director and Delegate;

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

## **14.2 Inspection of Register**

Subject to confidentiality considerations and privacy laws, an extract of the Register, excluding the address, contact details or other direct contact details of any Member, Director or Delegate, shall be available for inspection (but not copying) by a Member, upon reasonable request in writing stating the purpose of such a request for inspection of the Register, as approved by the Board of Management. The Board may reasonably refuse such a request if the information is already provided in the published Club Annual Reports.

## **14.3 Use of Register**

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

## **14.4 Right of SLSQ to Register**

The Club shall, if requested, provide a copy of the Register at a time and in a form acceptable to SLSQ. The Club agrees that SLSQ may utilise the information contained in the Register and the Register itself to further the objects of SLSQ, subject always to confidentiality considerations and privacy laws.

## **15. 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 By-Laws, the SLSQ Constitution and Regulations and the SLSA Constitution and Regulations;

(ii) they shall comply with and observe this Constitution and the By-Laws, and any determination, resolution or policy which may be made or passed by the Board of Management or any other entity with delegated authority;

(iii) by submitting to this Constitution and the By-Laws they are subject to the jurisdiction of the Club, SLSQ and SLSA;

(iv) the Constitution and By-Laws are necessary and reasonable for promoting the Objects, particularly the provision of emergency services rescuing people in peril and the protection of Surf Life Saving as a community service in Maroochydore and Sunshine Coast region;

(v) they are entitled to all benefits, advantages, privileges and services of Club membership;

(vi) the Club shall provide separate accommodation and amenities for male and female Members, in accordance with Building Codes in accordance with relevant legislation, and approval granted.

(b) Neither the membership of Club nor this Constitution gives rise to:

(i) any proprietary right of Members in, to or over the Club or its property or assets;

(ii) any automatic right of a Member to renewal of their membership of the Club; and

(iii) 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.

(c) A right 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 cessation of membership whether by death, non-payment of fees or debts, refusal of membership, resignation or otherwise.

## **16. DISCONTINUANCE OF MEMBERSHIP**

### **16.1 Notice of Resignation**

A Member, having paid all arrears of fees payable, may resign from the Club at any time by giving notice in writing to the Director of Administration and Membership. Such resignation shall take effect at the time such notice is received by the Director of Administration and Membership unless a later date is specified in the notice when it shall take effect on that later date.

### **16.2 Failure to Re-Apply**

If a Member has not re-applied for membership with the Club within one month of reapplication falling due, their membership will be deemed to have lapsed from that time. The Register shall be amended to reflect any lapse of membership under this Clause as soon as practicable.

### **16.3 Member to Re-Apply**

A Member whose membership has been discontinued or has lapsed:

- (a) must seek renewal or re-apply for membership in accordance with this Constitution; and
- (b) may be re-admitted at the discretion of the Board of Management.

### **16.4 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.

### **16.5 Membership may be Reinstated**

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

### **16.6 Suspension or Termination of Membership**

(a) Membership of the Club may be suspended or terminated by the Board of Management if the Member:

- (i) is convicted of a Serious Criminal Offence (i.e., an offence which is punishable by imprisonment); or,
- (ii) is subject to a police investigation for a serious criminal offence: or,
- (iii) is in breach of any Clause of this Constitution, including but not limited to the failure to pay any monies owed to the Club, failure to comply with the By-Laws or any resolution or

determination made or passed by the Board of Management, the Club Council or any duly authorised Committee; or,

(iv) conducts him or herself in a way considered to be injurious or prejudicial to the Objects, character or interests of the Club;

(b) Subject to this Constitution, membership shall not be discontinued by the Board under Clauses 16.6(a)(iii) and (iv) without the Board of Management first giving the accused Member a reasonable opportunity to explain the breach and/or remedy for this breach;

(c) Where a Member fails, in the Board of Management's view, to adequately explain or remedy the breach, that Member's membership shall be suspended or terminated by the Club in accordance with the Constitution, giving written notice of the discontinuance.

## **17. COMPLAINTS, DISPUTES OR GRIEVANCES, JUDICIAL AND DISCIPLINE**

The Club shall comply with the rules and procedures set out by SLSQ and SLSA and the Act, in dealing with such complaints, disputes, grievances and other judicial issues.

## **18. INSURANCES**

The Club, via the Board, shall ensure that all appropriate insurances are maintained through a registered insurance broker, endorsed by SLSQ.

## **19. ANNUAL GENERAL MEETING**

Annual General Meetings of the Club shall be held in accordance with the provisions of the Act and on dates and at a venue as determined by the Board;

The Annual General Meeting of the Club must be held within **six (6) months** after the end of the Maroochydore SLSC Inc. Financial Year.

The date of an Annual General Meeting shall be a minimum of **seven (7) days** prior to that of the Sunshine Coast Branch AGM.

## **20. NOTICE OF GENERAL MEETING**

(a) Notice of every General Meeting shall be given to every Member entitled to receive a notice, at the address (physical or electronic) appearing in the Register kept by the Club. The Auditor shall also be entitled to be notified of every General Meeting,. No other person shall be entitled as of right to receive notices of General Meetings;

(b) 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; and

(ii) any Notice/s of Motion received from Members;

(c) A notice of a General Meeting shall specify the place and day and hour of the meeting and shall state the business to be transacted at the meeting.

## 21. BUSINESS

- (a) The business to be transacted at the Annual General Meeting must include:
- (i) Recording of attendance and apologies;
  - (ii) Confirmation of Previous Annual General Meeting Minutes;
  - (iii) Presentation and adoption of the Annual Report and Financial Statements;
  - (iv) Presentation of the President's Report;
  - (v) Presentation of the Treasurer's Report and consideration of the financial statement and audit report for the last financial year;
  - (vi) Formation of other Boards, including Expressions of Interest for appointment to such Committees);
  - (vii) Formation of Special Committees, including Expressions of Interest for appointment to such Committees;
  - (viii) Appointment of Honorary Solicitor and Auditors;
  - (ix) Endorsement of the Loan Agreement between Maroochydore Surf Life Saving Club Inc. and the Maroochydore Surf Life Saving Supporters Club Inc.;
  - (x) Election of Life Members (if any);
  - (xi) Affiliation with the Sunshine Coast Branch, with Surf Life Saving Queensland and Surf Life Saving Australia Ltd;
  - (xii) Endorsement of Maroochydore Surf Life Saving Supporters' Club Inc. as an auxiliary body of the Club;
  - (xiii) Notices of Motion, if any, including any Special Business (items formally submitted by a member(s) in accordance with the constitution, prior to the meeting);
  - (xiv) General Business (as per definition);
  - (xv) Election of Officers under the Club Constitution, with the Directors on the Board of Management being the last Elected, of which the President is the final appointment;
  - (xvi) Endorsement of Branch Councillor (President) and his/her Proxy (Deputy President); and
  - (xvii) Formal close of Meeting.
- (b) The business to be transacted at the mid-year General Meeting must include the appointment of Honorary Vice-Presidents.

- (c) No business other than that provided on the notice shall be transacted at that meeting.

## **22. NOTICES OF MOTION (SPECIAL BUSINESS)**

Members shall be entitled to submit Notices of Motion for inclusion as Special Business at a General Meeting.

Notices of Motion intended to be moved at any Annual General, General or Special Meeting of the Club Council, shall be given in writing signed thereof by the Mover and Seconder, who must be voting Members of the Meeting to which the Notice of Motion will be referred.

The Director of Administration and Membership must receive the written Notices of Motion at least **28 clear days** prior to the date of such meeting, and shall include the submission in the business paper on the notice calling such meeting noting that:

- (a) The meeting may, by ordinary resolution, grant the Mover and Seconder leave to alter their motion, in a minor way without altering the intent of the motion. No other amendment to the motion will be accepted;
- (b) A motion of which due notice has been given, if unsuccessful, cannot be resubmitted nor may any other motion having similar effect be moved at the next meeting of the Club Council or within **six (6) months** from the date of its rejection, unless approved by the Board of Management.

## **23. SPECIAL GENERAL MEETINGS**

### **23.1 Special General Meetings may be held**

The President or the Board of Management may, whenever the former or latter thinks fit, convene a Special General Meeting of the Club and, where, but for this Clause more than **15 months** would elapse between Annual General Meetings, shall convene a Special General Meeting before the expiration of that period.

### **23.2 Requisition of Special General Meetings**

- (a) Special General Meetings shall be convened when directed by the President or the Board of Management, or not less than the number of eligible voting Members of the Club which equals twice the number of Members on the Board of Management plus 1;
- (b) The requisition for a Special General Meeting shall state in writing, Motions proposed to be put to the vote at the meeting; shall be signed by the Members making the requisition; and be sent to the Club Secretary. The requisition may consist of supporting/explanatory documents in a like form, each signed by one or more of the Members making the requisitions;
- (c) If the Club Secretary does not cause a Special General Meeting to be held within **one (1) month** after the date on which the requisition is sent to the Club, the Members making the requisition, or any of them, may seek to convene a Special General Meeting to be held not later than **three (3) 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 General meetings are convened by the Board.

## **24.PROCEEDINGS AT GENERAL AND SPECIAL MEETINGS**

### **24.1 Quorum**

No business shall be transacted at any General Meeting or Special Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings and Special Meetings shall be such number of Voting Members that equals twice the number of current Directors plus one (1) Member.

### **24.2 President to Preside**

The President shall, subject to this Constitution, preside as Chair at every General Meeting and Special 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 Chair for that meeting only. If the President or another Director is not present or is unwilling or unable to act as Chair of a properly constituted General or Special Meeting, the Members present may elect a Chair by consensus, i.e. majority vote.

### **24.3 Adjournment of Meeting**

(a) If within half an hour from the time appointed for a General or Special Meeting, a quorum is not present the meeting shall be adjourned until the same day in the next week at the same time and place or to such other day and at such other time and place as the Chair may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, those Members present and entitled to vote will constitute a quorum for that meeting only;

(b) The Chair 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;

(c) When a meeting is adjourned for **30 days or more**, notice of the adjourned meeting shall be given as in the case of an original meeting;

(d) Except as provided in this Clause it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

### **24.4 Voting Procedure**

At any meeting, a motion put to the vote of the meeting shall be decided on a show of hands unless a secret ballot is, before the vote is taken, required by:

- (a) the Chair; or
- (b) a simple majority of Members

### **24.5 Recording of Determinations**

Unless a secret ballot is required under this Constitution, a declaration by the Chair as to the outcome of the resolution by show of hands and an entry to that effect in the Minutes of the proceedings shall be conclusive evidence of the fact of the majority number of votes cast in favour of or against the resolution.

## **24.6 If a Secret Ballot Required**

- (a) The Chair of the meeting, or the members at a General Meeting may, by simple majority, approve a Secret Ballot be held on a voting issue;
- (b) If a secret ballot is duly required it shall be taken in such manner as the Chair directs and the result of the secret ballot shall be the resolution of the meeting at which the secret ballot was required;
- (c) If a secret ballot is held, the Chair is to appoint two (2) Members who will be scrutineers to conduct the secret ballot in the way which the Chair decides;
- (d) The result of a secret ballot as declared by the Chair is taken to be a resolution of the meeting of which the ballot was held. The voting count of such ballot is to remain confidential to the two scrutineers;
- (e) All written ballot papers must be destroyed by the two scrutineers at the completion of the secret ballot.

## **25. MINUTES OF GENERAL MEETINGS**

### **25.1 Minutes**

The Club Secretary shall:

- (a) Maintain accurate records of all Board, Council and General meetings, and make such records available to members upon formal request;
- (b) Circulate within **30 days of the meeting** the draft Minutes of an Annual General Meeting, Special General Meeting, or half-year General Meeting to those club members who were present at such meeting.
- (c) Invite club members who were in attendance at such meeting to submit corrections and amendments to the draft Minutes to the Club Secretary by Board **within 14 days** of the draft Minutes being circulated.
- (d) The Club Secretary will update the draft Minutes in accordance with the majority feedback and re-distribute to the members present at said meeting.
- (e) Present the reviewed Minutes to the next like meeting for approval. Once voted on and approved , the Minutes shall be signed by the Chairperson and the Secretary of the meeting verifying their accuracy.
- (f) Upon request by a member of the Club, provide within 14 days after the request is made a copy of the minutes of the respective meeting.

### **25.2 Financial Reporting**

The Club Treasurer (Director of Finance and Resources) shall make available the Club's Annual and half-yearly Financial Performance Reports to Members upon request at least **7 days** prior to an Annual General Meeting, Special General Meeting, or half-yearly General Meeting.

## **26. VOTING AT GENERAL MEETINGS**

### **26.1 Members Entitled to Vote**

- (a) Each Member eligible to vote in accordance with this Constitution, is entitled to one vote at General Meetings which, shall be exercised by that Member;
- (b) In order to be eligible to vote, a Member must be financial in the current membership year (due 01 July) for a period of at least **seven (7) days before** the respective General Meeting, Special General Meeting and/or Annual General Meeting at which the vote is taken;
- (c) A financial Member at any material time is a Member who is not indebted to the Club in respect of any annual fee or levy, or other payment whatsoever.

### **26.2 Casting Vote**

Where voting at General Meetings is equal, the Chair may exercise a casting vote.

## **27. PROXY AND POSTAL VOTING**

- (a) Proxy voting shall not be permitted at any Meeting;
- (b) Postal or electronic voting shall not be permitted at any Meeting;
- (c) Directors and Officers may appoint representatives to attend and report to Council or Board meetings on their behalf, however such representatives have no extra voting rights.

## **28. EXISTING DIRECTORS**

Members of the governing or managing body (by whatever name 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.

## **29. POWERS OF THE BOARD**

Subject to the Act and this Constitution, the business of the Club shall be managed, and the powers of the Club shall be exercised, by the Board of Management.

### **29.1 Officer Expenditure**

In general, Club Officials may incur expenditures within budgets approved by the Board of Management. In the case of any proposed expenditure, which is outside a budget, approval of the Board of Management must first be obtained before any commitment to the proposed expenditure is made by any Club Official or Member.

Any commitments made under these provisions, if within budget, shall be submitted to the next meeting of the relevant Board for endorsement. If it is outside of budget, the proposal is to be submitted to the Board of Management for review and consideration.

Outside of these provisions, no Member of the Club shall incur any debts on behalf of the Club without written permission of the President, Club Secretary or Director of Finance and Resources.

## **30. RESPONSIBILITIES AND COMPOSITION OF THE COUNCIL AND BOARDS**

### **30.1 Club Council**

The overall responsibility for the affairs of the Club shall be vested in the Club Council, which shall consist of the Club President (Chair), elected Officers and voting Members as described in this constitution.

The Club Council shall be the ultimate club authority on matters relating to constitutional change, strategic direction, corporate responsibilities and authorities, and major financial borrowings.

### **30.2 Board of Management**

The business of the Club shall be the responsibility of the elected Board of Management with the exception of matters relating to constitutional change, corporate responsibilities and authority, major financial borrowings and major strategic issues.

Recommendations only, shall be provided on such issues (i.e. constitutional change, corporate responsibilities and authority, and major financial borrowings and major strategic issues) by the Board of Management to the Club Council.

The Board of Management shall consist of the elected Officers of the Club, namely:

- (a) President;
- (b) Deputy President;
- (c) Director of Finance and Resources / Treasurer;
- (d) Club Secretary
- (e) Director of Membership;
- (f) Director of Surf Life Saving;
- (g) Director of Surf Sports;
- (h) Director of Marketing and Promotion; and
- (i) Director of Junior Activities.

### **30.3 Staff and Employees**

- (a) The Board of Management should engage staff to assist in the provision of Club services and operations.
- (b) Such staff shall include a Lifesaving Manager whose role shall be set forth in the Club By-Laws, and other staff as determined from time-to-time by the Board of Management in accordance with a strategic workforce plan;
- (c) The duties, responsibilities, accountabilities and remuneration of all club employees shall be set out clearly in position descriptions and employment contracts approved by the Board.
- (d) The Board shall appoint a Selection Review Panel, comprising of at least one Director and other skilled persons, to consider and make recommendations to the Board on appointments of senior staff positions.
- (e) Staff shall, if requested, attend any meeting of the Board of Management or Council.

### **30.4 Order of Authority, Composition of the Board and Other Matters of Governance**

The order of authority within the Club is:

- (a) Club Council;
- (b) Board of Management;
- (c) President;
- (d) Club Secretary.

### **30.5 Sub-Boards and Plenary Boards**

- (a) The Boards of Membership, Finance and Resources, Surf Life Saving, Surf Sports, Marketing and Promotion and Junior Activities are the 'Sub Boards' of Maroochydore Surf Life Saving Club;
- (b) Sub Board Chairs must convene meetings of their Boards on at least six (6) occasions in each year;
- (c) Plenary Boards shall meet three (3) times each year;
- (d) Minutes and/or reports of a Sub-Board or Plenary meeting shall be provided to the Board of Management within **seven (7) days** of such meetings;
- (e) Sub-Board Chairs shall furnish a report on their respective board's activities, and any recommendations, to **every Board of Management meeting**.

### **30.6 Standing and Special Committees**

- (a) If the Board of Management considers it appropriate to further the Objects, it may appoint Members to Standing and Special Committees, with specific responsibilities to deal with specific strategic and/or operational issues, as determined at the discretion of the Board from time-to-time.
- (b) In establishing such Special Committees, the Board shall clearly specify the Committee's purpose, composition, delegated authorities (if any) and term.
- (c) Standing or Special Committees may include:
  - (i) Building & Works Committee;
  - (ii) Carnival Committee;
  - (iii) Constitution Committee.
  - (iv) Judiciary Committee;
  - (v) Paid Staff Review Committee;
  - (vi) Mal Pratt Youth Foundation Committee;
  - (vii) Maroochydore SLSC - Shimoda LSC Exchange Program Committee;

### **30.7 Right to Co-Opt**

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

Any co-opted persons must be acknowledged and endorsed by the Board.

### **30.8 Appointment of Branch Councillor**

- (a) The Councillor to the Branch shall be the Club President and shall be formally endorsed at the Annual General Meeting of the Club.
- (b) The Branch Councillor shall hold office until the appointment of a successor, provided that he/she may resign or may be removed from the Office by the Board or Club Council, in which case the Club may submit to the Branch the name of a replacement.
- (c) The Club's Deputy President shall be the proxy for the Club-appointed Branch Councillor.

## **31. ELECTION OF OFFICERS AND APPOINTMENT OF OTHER PERSONS**

### **31.1 Nominations of Candidates**

- (a) Nominees for the Board of Management, i.e., Directors, must be over the age of 18.
- (b) Nominations for candidates to be elected to the Club Board and officer positions shall be called for by the Club Secretary at least **21 days** prior to the Annual General Meeting and the details of such nominees shall be published to the Members at least **7 days** before the Annual General Meeting;
- (c) When calling for nominations, the Club shall also provide details of the necessary qualifications including the requirements under the Act and job descriptions for the positions (if any). Qualifications and job descriptions shall be as determined by the Board of Management from time to time;
- (d) Any Member who signs the Nomination Form (Nominee, Nominator and Seconder) must be a current Financial Member or otherwise the nomination will not be accepted;
- (e) Nominations shall not be accepted from persons/members who have a current criminal conviction or are subject to a police investigation.
- (f) Nominations of candidates for election (including the President) shall be:
  - (i) made in writing, signed by two current financial Members and accompanied by the written consent of the nominee (which may be endorsed on the form of nomination); and
  - (ii) delivered to the Club Secretary in person or by mail (electronic or otherwise) not less than **14 days** before the date fixed for the holding of the Annual General Meeting, and the Club shall send the nominations to the Members entitled to receive notice under this Constitution together with the agenda for that General Meeting.
- (g) Nominations for Officers and Advisors shall be communicated to the Members at least **7 days** before the Annual General Meeting date by posting on Club notice board, electronic notice and/or mail out to Members.

### **31.2 Election of Officers**

- (a) If the number of nominations for Elected Positions received is equal to the number of vacancies to be filled, the persons nominated shall be declared by the Chair as elected;
- (b) Where a nomination for an Elected Position has been received after the closing date for acceptance of nominations; and no other nomination for that position has been received; the late nomination shall be put to the Club Council for voting or rejection;
- (c) If the number of nominations for Elected Positions exceeds the number of vacancies to be filled, voting papers shall be prepared on the prescribed form. Nominees shall be given the opportunity to address the Club Council for a prescribed time determined by the Chair prior to an election taking place;
- (d) At the completion of the Election of Officers herein referred to, the President will call for Members to place before the Annual General Meeting expressions of interest in filling vacant positions. Appointment to vacant positions shall be referred to the relevant sub-Board so that the relevant sub-Board may consider appointing those interested persons. At the completion of its first meeting the relevant sub-Board Director shall provide the list of proposed appointees for ratification at the Board of Management;
- (e) A retiring Member of any Board retains office until the dissolution or adjournment of the meeting in which the retiring Member retires.

### **31.3 Persons who shall be Elected**

The following Officers shall be elected at the Annual General Meeting by secret ballot:

- (a) Board of Management
    - President
    - Deputy President
    - Club Secretary
    - Director of Finance and Resources
    - Director of Membership
    - Director of Surf Life Saving
    - Director of Surf Sports
    - Director of Marketing and Promotion
    - Director of Junior Activities
  - (b) Board of Membership
    - Youth Development Officer
    - Member Research Officer
    - Member Development Officer
    - Member Wellbeing & Protection Officer
    - Life Member Representative
  - (c) Board of Finance and Resources
    - Finance Officer (one) to the Boards of Surf Sports and Junior Activities
    - Finance Officer (two) to the Boards of Surf Life Saving, Membership and Marketing and Promotion
    - Life Member Representative
-

- (d) Board of Surf Life Saving
  - Deputy Director of Surf Life Saving
  - Chief Training Officer
  - Power Craft Officer
  - First Aid Officer
  - Patrol Communication Officer
  - Patrol Equipment Officer
  - Safety Officer
  - Life Member Representative
  
- (e) Board of Surf Sports
  - Team Manager
  - Life Member Representative/Selection Ombudsman
  - Surf Sports Advisor: Coordination and Planning
  - Surf Sports Advisor: Communication and Promotion
  - Surf Sports Advisor: Performance and Development
  - Beach Captain
  - Surf Boat Captain
  - Swim Captain
  - Board Captain
  - Ski Captain
  - Lifesaving Sport Advisor
  - Masters' Liaison Advisor
  - Officials Advisor
  
- (i) Surf Sports Selection Committee
  - Director of Surf Sports
  - Team Manager
  - Selector (appointed by BoSS)
  - Selection Ombudsman
  
- (f) Board of Marketing and Promotion
  - Events Officer
  - Media Liaison Officer
  - Club Clothing Officer
  - Life Member Representative
  
- (g) Board of Junior Activities: Executive Committee
  - Deputy Director of Junior Activities
  - Parent Liaison Coordinator/Minutes Secretary
  - Junior Activities Skills Coaching Coordinator
  - Junior Activities Awards Training Officer
  - Junior Activities Team Manager
  - Life Member Representative
  
- (i) Board of Junior Activities: Plenary Board
  - Water Safety Officer
  - JA Gear Steward
  - JA Officials Liaison Officer
  - Age Manager (U6), (U7), (U8), (U9), (U10), (U11), (U12), (U13) and (U14)

- (ii) Junior Activities Selection Committee ○

Director of Junior Activities  
Junior Activities Team Manager  
Selector (appointed by BoJA)

### **31.4 Appointment of Advisors and Other Persons**

- (a) The election of the Club Auditor shall be held annually at the Annual General Meeting of the Club;
- (b) The election of the Club Hon. Solicitor shall be held annually at the Annual General Meeting of the Club;
- (c) The following persons may be appointed by the relevant Sub-Board but must be ratified by the Board;
  - (i) Finance and Resources –Collections Advisor, Grants Advisor
  - (ii) Membership - Surf Life Saving Member Development Advisor, Surf Sports Member Development Advisor
  - (iii) Junior Activities Member Development Advisor,
  - (iv) Marketing and Promotions - Carnival Coordinator
  - (v) Junior Activities - Clothing Advisor, , Water Skills Coach, Beach Skills Coach, Board Skills Coach
- (d) The Board may determine other positions for appointment from time-to-time.
- (e) All Applicants for their positions shall lodge an Expression of Interest delivered to the Club not less than **14 days** before the date fixed for the holding of the Annual General Meeting;
- (f) Appointment shall be by simple majority of those present and entitled to vote;
- (g) Nominations for appointment to Honorary Solicitor, Club Auditors and Honorary Vice-Presidents need not be in writing and may be by invitation;
- (h) At the completion of the Appointments herein referred to, the President will call for Members to provide expressions of interest in the vacant positions. Such expressions of interest shall be referred to the Board or relevant Sub-Board so that the Board or Sub-Board may consider appointing those interested persons. At the completion of its first meeting, the Board's relevant Sub-Board Director shall provide the list of recommended appointees for ratification by the Board of Management.

### **31.5 Voting procedures**

Only financial Active Patrolling Bronze Medallion holders, rostered Active Patrolling Award holders over the age of 18 years old [as per 11.3(b)(iii)], Reserve Active, Long Service, Life Members and Members elected to office or a position which is provided with voting rights by the Club Constitution shall be entitled to vote at a General or Special Meeting which, subject to this Constitution, shall be exercised by that Member.

- (a) To be eligible to vote the Member must:

- (i) hold a current financial membership; and
  - (ii) be present to vote at a General, Special or Annual General Meeting;
- (b) The election of Officers and voting on Motions shall be conducted by secret ballot;
  - (c) The President shall appoint two (2) scrutineers for the above selection process from the Life Members;
  - (d) The Ballot papers shall immediately be destroyed by the scrutineers after the announcement of the voting results. The ballot count shall not be revealed by the scrutineers;
  - (e) The result of the ballot is to remain confidential until declared to the membership at the General Meeting.

### **31.6 Term of Office of Directors**

- (a) All Directors and Officers shall be elected for a one (1) year term; and
- (b) Outgoing Directors and Officers shall remain in office until the vote for Elections at the Annual General Meeting. The Election of Directors shall be at the end of the Order of Business at the Annual General Meeting.

## **32. VACANCIES OF DIRECTORS**

### **32.1 Resignation of a Director**

- (a) A member of the Board of Management may resign from the Board by giving written notice of resignation to the Club Secretary.
- (b) The resignation takes effect at:
  - (i) the time the notice is received by the Club Secretary; or
  - (ii) if a later time is stated in the notice, then the later time.

### **32.2 Grounds for Termination of Office of Director**

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act, the office of a Director becomes vacant if the Director:

- (a) dies;
- (b) is subject to an investigation for a serious criminal offence;
- (c) is convicted for a serious criminal offence;
- (d) becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (e) 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;
- (f) resigns their office in writing to the Club;

- (g) is absent without notification, valid reasons and the consent of the Board or Sub-Board from three (3) consecutive meetings of the Board or Sub-Board;
- (h) without the prior consent or later ratification of the Members in General Meeting holds any office of profit in 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/her interest;
- (j) has been expelled or suspended from membership (without further recourse under this Constitution or the SLSQ Constitution); or
- (k) would otherwise be prohibited from being a Director of a Corporation under the *Corporations Act 2001 (Cth)*.
- (l) Fails to abide by the Club's and SLSA' s Code of Conduct;
- (m) is removed by Special Resolution, in accordance with the following:
  - (i) a Director may be removed from office at a general meeting of the Club if a majority of the members present and eligible to vote at the meeting vote in favour of removing the Director;
  - (ii) before a vote of members is taken about removing the Director from office, the Director must be given a full and fair opportunity to show cause why he or she should not be removed from office; and
  - (iii) a Director has no right of appeal against their removal from office under this rule.
- (n) A Director immediately vacates the office of Director in the circumstances mentioned the Act.

### **32.3 Remaining Directors May Act**

In the event of a casual vacancy or vacancies for the office of a Director or Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum.

### **32.4 Casual Vacancy**

- (a) In the event of a casual vacancy in the office of any Director, the Board of Management may appoint a Member to the vacant office and the person so appointed may continue in office up to the conclusion of the Annual General Meeting at which the term of the previous appointee would have expired;
- (b) If the Board of Management appoints the person, then it shall require endorsement by the Council at the next General Meeting after such appointment.

### **33. VACANCIES OF OFFICERS, ADVISORS, APPOINTEES AND SUB-BOARD COMMITTEE MEMBERS**

- (a) Vacancies of Officers, Advisors, Appointees and Sub-Board /Committee members shall be dealt with in the same manner as for dealing with a Director vacancy.
- (b) Sub-Boards and Committees may appoint replacement Officers, Advisors, Appointees and Committee members to fulfil vacant roles until the next Annual General Meeting.
- (c) Replacement Officers, Advisors, Appointees and Committee Members shall be presented to the Board of Management for ratification or otherwise.

### **34. MEETINGS OF THE BOARD OF MANAGEMENT**

#### **34.1 Board to Meet**

- (a) The Board shall meet **each month** in every calendar year as required by the Act for the dispatch of business, and subject to this Constitution may adjourn and otherwise regulate its meetings as it thinks fit;
- (b) A Director may at any time convene a meeting of the Board of Management within a reasonable time and upon reasonable notice given.

#### **34.2 Decisions of Board**

- (a) Subject to this Constitution, questions arising at any meeting of the Board of Management shall be decided by a majority of votes and a determination of a majority of Directors shall be deemed a determination of the Board;
- (b) All Directors shall have one vote on any question. The Chair may exercise a casting vote where voting is equal.

#### **34.3 Resolutions not in Meeting**

- (a) A resolution in writing, signed or assented to by any form of visible or other electronic communication by a majority of the Directors for the time being shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Directors;
- (b) Without limiting the power of the Board of Management to regulate its meetings as it thinks fit, a meeting of the Board may be held where one or more of the Directors is not physically present at the meeting, provided that 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;
- (c) Notice of the meeting shall be 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 or the Club Constitution and such notice specifies that Directors are not required to be present in person:
  - (i) in the event that a failure in communications prevents a quorum being satisfied, then the meeting shall be suspended until a quorum is satisfied. If such condition is not satisfied within one half-hour from the interruption the meeting shall be deemed to have terminated or adjourned; and,

- (ii) 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 Chairman of the meeting is located.

#### **34.4 Quorum**

At meetings of the Board of Management the number of Directors whose presence, in person or on-line, is required to constitute a quorum is half the number of Directors plus one.

#### **34.5 Notice of Board Meetings**

Unless a majority of Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their presence) not less than **7 days** oral or written notice of the meeting of the Board of Management must be given to each Director.

#### **34.6 Conflict of Interest**

- (a) A Director shall declare his/her interest, material or other, in any contractual, selection, disciplinary or other matter in which a conflict of interest arises or may arise and shall unless otherwise determined by the Board, absent himself/herself from discussions of such matter and shall not be entitled to vote in respect of such matter;
- (b) In the event of uncertainty as to whether it is necessary for a Director to absent themselves from discussion or refrain from voting, the issue should be immediately determined by vote of the Board of Management, or if this is not possible, the matter shall be adjourned or deferred;
- (c) All disclosed interests must be submitted to every meeting in accordance with the Act.
- (d) A Director who has an interest in a matter, may give the Board standing notice of the nature and extent of the interest in the matter. The notice may be given at any time whether or not the matter relates to the affairs of the Club at the time the notice is given.
- (e) The Secretary shall record in the minutes any declaration made or any general notice given by a Director and the action decided upon by the Board in relation to that declaration.

#### **34.7 Effect on Quorum and Voting**

A Director, notwithstanding the interest, shall be counted in the quorum present at any meeting, but cannot remain in the meeting whilst the matter in which the Director is interested is being debated and cannot vote in respect of any matter in which the Director is interested. If the Director remains and votes in such matter, the vote shall not be counted.

### **35. DELEGATIONS**

#### **35.1 Board may Delegate Functions**

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

### **35.2 Delegation by Instrument**

The Board of Management may in the establishing instrument delegate such functions as are specified in the instrument, other than:

- (a) this power of delegation; and
- (b) a function imposed on the Board of Management by the Act or any other law, or this Constitution or by resolution of the Club in General Meeting.

### **35.3 Delegated Function Exercised in Accordance With Terms**

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

### **35.4 Procedure of Delegated Entity**

- (a) The procedures for any entity exercising delegated power shall, subject to this Constitution and By-Laws, and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board;
- (b) The entity exercising delegated powers shall make decisions in accordance with the Objects and shall promptly provide the Board with details of all material decisions and shall provide any other Reports, Minutes and Information as the Board may require from time to time.

### **35.5 Delegation may be Conditional**

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

### **35.6 Revocation of Delegation**

The Board of Management may by instrument in writing, revoke wholly or in part any delegation made under this Clause and may amend or repeal any decision made by such body or person under this Clause.

## **36. ALTERATION OF CONSTITUTION**

- (a) 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). A Special Resolution must receive a vote of 75% by the voting members present to be accepted.
- (b) A proposal to amend or alter shall be in writing and have a proposer and seconder who must be voting members.
- (c) Any alteration shall be presented detailing the clause(s) to be altered, the proposed alteration(s) and accompanied by the rationale for the change.

## **37. BY-LAWS**

### **37.1 Board to Formulate By-Laws**

- (a) The Board may formulate, issue, adopt, interpret and amend such By-Laws for the proper advancement, management and administration of the Club, the advancement of the Objects and surf lifesaving in the immediate and surrounding areas of Maroochydore as it thinks necessary or desirable.
- (b) Such By-Laws must be consistent with the Constitution, the Branch Constitution, the SLSQ Constitution, the SLSA Constitution and any regulations or By-Laws made by the Branch, SLSQ or SLSA. If any By-Laws are inconsistent with the SLSQ or SLSA Constitution and Regulations, the By-Laws shall be null and void and will be inapplicable.
- (c) A By-Law may be set aside, or amended, by the Board or a vote of members at a General Meeting of the Club.

### **37.2 By-Laws Binding**

- (a) All By-Laws, Policies and Procedures, made under this clause shall be binding on the Club and Members of the Club.
- (b) Any Amendments made must be advised to members within **14 days** of the amendment being formulated, and presented at the next scheduled General Meeting for endorsement by the Club Council.
- (c) Any amendments to the By-Laws, Policies and Procedures shall be presented for endorsement by the Club Council at the next General Meeting of the Club. Amendments made must be advised to members within 14 days of the amendment being formulated and presented at the next scheduled General Meeting for endorsement by the Club Council.

### **37.3 By-Laws Deemed Applicable**

All Clauses, Rules, By-Laws and Regulations of the Club in force at the date of the approval of this Constitution insofar as such Clauses, Rules, By-Laws and Regulations are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be By-Laws under this Clause.

### **37.4 By-Laws to be Reviewed by the Board**

All By-Laws shall be reviewed at least annually by the Board of Management, in consultation with relevant Sub-Boards, Committees, Officers and Advisors.

### **37.5 Notices Binding on Members**

The current By-Laws, as well as any amendments, alterations, interpretations or other changes to By-Laws shall be advised and/or made available to Members of the Club by means of Notices, club website, SLSA member portal and/or other communications approved and issued by the Board.

### **37.6 Review of By-Laws**

All By-Laws shall be reviewed at least annually by the Board of Management, in consultation with relevant Sub-Boards, Committees, Officers and Advisors.

## **38. FUNDS, RECORDS AND ACCOUNTS**

### **38.1 Source 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.

### **38.2 Capital Expense and Borrowings**

Where the Board proposes to:

- (a) expend non-budgeted Club funds on capital expenditure over the sum of \$150,000 annually; and/or,
- (b) seek non-budgeted new borrowings or extension of existing borrowings by the Club over the sum of \$150,000;
- (c) The Board shall seek the approval of the Club Council for such expenditure and/or borrowings.

### **38.3 Club to Keep Records**

The Club shall establish and maintain proper Records and Minutes concerning all transactions, business, meetings and dealings of the Club and the Board of Management and shall produce these for verification at each respective Board or General Meeting.

### **38.4 Records Kept in Accordance with Act**

Proper accounting and other records shall be kept in accordance with the Act. The books of account shall be kept in the care and control of the Board of Management.

### **38.5 Club to Retain Records**

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

### **38.6 Board to Submit Accounts**

The Board of Management shall submit to the Members at the Annual General Meeting the Statements of Account of the Club in accordance with this Constitution and the Act.

### **38.7 Accounts Conclusive**

The Annual Statements of Financial Performance of the Club, when approved or adopted by an Annual General Meeting, shall be conclusive except as regards to any subsequent error discovered in them by a qualified Auditor after such approval or adoption.

### **38.8 Accounts to be sent to Members**

The Board of Management shall make available for viewing to all persons entitled to receive Notice of the Annual General Meetings in accordance with this Constitution, a copy of the audited Statements of Financial Performance the Board's Report, the Auditor's Report (if any) and every other document required under the Act (if any).

### **38.9 Negotiable Instruments**

- (a) All monies shall be banked as soon as practicable after receipt thereof;
- (b) All amounts of \$100 or over shall be paid by electronic transfer or by cheque signed or authorised by any two persons of those authorised by the Board to be signatories of the respective bank account;
- (c) Cheques shall be crossed "Not Negotiable" except those in payment of wages, allowances or petty cash recoupment which may be open;
- (d) The Board of Management shall determine the amount of petty cash, which shall be kept on hand;
- (e) All expenditure shall be reviewed, considered and ratified at a Board of Management meeting.

### **38.10 Members' Access to Books, General Meeting Minutes and other Documents**

- (a) Members of the Club may apply in writing to the Board of Management to access the financial records, books, securities and other relevant documents of the Club. Upon receiving such a request, the Board of Management may, at its absolute discretion, decide to permit or refuse the request. If the Board of Management permits the request, it may impose conditions upon the Member's access;
- (b) Members of the Club may request, through the Club Secretary, access to Minutes of a particular general meeting (Annual or Special). Upon receiving such request, the Club Secretary shall provide a copy of the minutes or organise a mutually agreed time and place for inspection of the requested Minutes.

### **38.11 Lease Agreements**

Maroochydore Surf Life Saving Supporter's Club Inc. (as Lessee) will enter into a Commercial Lease Agreement with Maroochydore Surf Life Saving Club Inc. (as Lessor). Such Agreement will remain current and legal, and a copy held by both Clubs.

- (a) The Maroochydore Surf Life Saving Supporter's Club Inc. will provide the members with:
  - (i) 12-month Budget of anticipated capital expenditure and if/how this will affect trade for the coming financial year; and
  - (ii) 12-month Financial Forecast of anticipated income, operational and capital expenditure for the coming year.

### **38.12 Giving prior notice**

The Lessee is required to give prior notice to the Lessor before:

- (a) Making substantial alterations for improvements to the leased facility;
- (b) Arranging new loan facilities; and
- (c) Increasing the indebtedness of any existing loan facility.

## **39. AUDITOR**

- (a) A properly qualified and accredited Auditor or Auditors shall be appointed by the Club at the Annual General Meeting. The Auditor's duties shall be regulated in accordance

with the Act, or if no relevant provisions exist under the Act, in accordance with the Corporations Act 2001 (Cth) and generally accepted principles, and/or any applicable Code of Conduct.

- (b) The Auditor may be removed by the Club at a General Meeting.
- (c) The accounts of the Club shall be examined, and the correctness of the profit and loss accounts and balance sheets ascertained by an Auditor or Auditors at the conclusion of each Financial Year.
- (d) Should the appointed Auditor be unable to fulfill the annual Audit, the Board shall be authorised to engage an alternative Auditor in order to comply with the Club's legal and fiscal responsibilities as per the Act and ACNC requirements.

## **40. NOTICE**

### **40.1 Manner of Notice**

- (a) Notices may be given to any person entitled under this Constitution to receive any Notice by sending the Notice by electronic mail or post, to the Member's registered electronic mail or postal address;
- (b) Where a Notice is sent by post, service of the Notice shall be deemed to be effected by properly addressing, prepaying and posting the Notice. Service of the Notice is deemed to have been effected **7 days** after posting;
- (c) Where a Notice is sent by electronic mail, service of the Notice shall be deemed to be effected upon receipt of a confirmation report confirming the electronic mail message was received at the electronic mail address to which it was sent.

### **40.2 Notice of General Meeting**

Notice of every General Meeting shall be given in the manner authorised in this Constitution.

## **41. SEAL**

### **41.1 Form of Seal**

The form of the Seal shall be as set out in the first part of Appendix 'A' of this Constitution but together with the words "Maroochydore Surf Life Saving Club Inc." around its perimeter and the words "The Common Seal of" in its centre.

### **41.2 Safe Custody of Seal**

The Board of Management shall provide for safe custody of the Seal.

### **41.3 Affixing Seal**

- (a) The Seal shall only be used by authority of the Board of Management and every document to which the Seal is affixed shall be signed by two (2) Members of the Board of Management, one of whom shall be the President.
- (b) The Board of Management shall determine circumstances requiring the Seal from time-to-time.

## **42. INTELLECTUAL PROPERTY (BADGES AND COLOURS)**

### **42.1 Club Emblem**

- (a) The Club Emblem shall be worn only by accredited representatives and Members of teams who are selected or approved by Board of Management and shall be to the design appearing in Appendix "A" of the Constitution;
- (b) Such an emblem shall be obtained only on the written order of the President, Director of Administration and Membership and/or Director of Marketing and Promotion. Such written order shall detail the lettering to be embroidered/printed beneath the emblem.

### **42.2 Membership Badge**

The Club Membership Badge may be made available to Active Members on attainment of their Bronze Medallion or other Patrol Awards, and shall be to the design appearing in Appendix "A".

### **42.3 Club Colours**

The Club Colours shall be Royal Blue, Black and White.

### **42.4 Life Membership Badge, Tie and Pin**

- (a) The Club Life Membership Badge shall be presented by the Club to each duly elected Life Member and shall be to the design appearing in Appendix "A"; and
- (b) Male Life Members will also be awarded a Life Membership tie, and-Female Life Members will also be awarded a Gold Swan Pin and scarf. Each item shall be to the design appearing in Appendix "B".

## **44. INDEMNITY**

The Club shall indemnify its Directors, Officers, Appointees and Management/Staff against all damages and costs (including legal costs) for which any such Director, Officer, Appointee or Management/Staff employee, acting properly, may be or become liable to any third party in consequence of any act or omission except wilful misconduct:

- (a) in the case of a Director, Officer or Appointee, performed or made whilst acting on behalf of and with the Club's authority, express or implied of the Club; and
- (b) in the case of an employee, performed or made in the course of, and within the scope of his/her employment by the Club.

## **45. DISSOLUTION**

- (a) Subject to this Constitution, the Club may be wound up in accordance with the provisions of the Act;
- (b) The Club shall be dissolved only with the consent of at least **75%** of the Directors and Officers and voting Members present at a Special General Meeting called for that purpose, notice of which must be notified to Officers and Members at least **28 days prior** thereto, and advertised in the major regional newspaper at least once in each of the two (2) consecutive weeks immediately preceding such meeting.



# APPENDICES

## Appendix "A" Common Seal, Club Emblem & Badge



THE COMMON SEAL

### CLUB EMBLEM



**MAROOCHYDORE**  
SURF LIFE SAVING CLUB

**MAROOCHYDORE SLSC**  
COLOUR PALLET



Primary Blue  
C99 M80 Y0 K5  
R12 G73 B154



PANTONE 287 C

Trade Mark 812323



**MAROOCHYDORE**  
SURF LIFE SAVING CLUB

MEMBERSHIP BADGE (ACTIVE MEMBERS)



**Appendix "B" Life Member Badge, Tie & Pin**



LIFE MEMBER BADGE

LIFE MEMBER TIE (MALE)  
LIFE MEMBER SCARF (FEMALE)



LIFE MEMBER PIN (FEMALE)



## **Appendix “C” Summary Overview of By-Laws**

As per this Constitution, the Board of Management or Club Council can determine By-Laws from time-to-time. Such By-Laws are the policies and/or rules to facilitate the effective management of the day-to-day operations of the Club. All Club By-Laws and policies shall comply with SLSQ and SLSA regulations. The Club’s By-Laws include, but are not limited to, the following aspects of the Club’s operations:

1. Governance
2. Management and Operations (including staffing)
3. Finance
4. Lifesaving Patrols and Operations
5. Surf Sports
6. Membership
7. Gear and Equipment
8. Facilities
9. Awards and Recognition
10. Discipline
11. Visits and Tours
12. Junior Activities (Nippers)
13. Sister Club Relationships

The Club By-Laws shall be easily accessible to Members via the Club Website and/or Members Portal.

## Appendix “D” Amendment History

Version Number	Board Review	Club Acceptance	Key Amendments
V2.5	Amendments 309 Nov 2019 SGM	28 Dec 2019 GM	Minor changes and editing to lay-out etc
V2.6	Amendments 23 Mar 2020	01 Aug 2020 AGM	Amendment to Board Structure (JA)
V2.7	Amendments 18 Jun 2020	27 Dec 2020 GM	Outgoing Directors/Officers
V2.8	Amendments 18 Apr 2022	17 Dec 2022 GM	Objects of Association
V2.9	Amendments 21 Mar 2023	24 June 2023 AGM	Circulating draft Minutes and Financial Statement
V3.0	Full review May 2023	June 2024 AGM	To be submitted
V4.0	Amendments June 2025	June 2025 AGM	Split of Director of Administration & Membership role, Membership category updates