



**WANDA SURF LIFE SAVING CLUB
INCORPORATED**

CONSTITUTION

2019

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1. NAME AND CLUB COLOURS

- 1.1 The name of the club shall be Wanda Surf Life Saving Club Incorporated. (*hereafter called "the Club"*).
- 1.2 The Club colours relate to the Australian Defence Forces, namely the Navy, Army and Air Force. The colours are those of the 1939-45 Military Star, blue representing the Navy, red representing the Army and sky blue representing the Air Force.

2. INCORPORATION

- 2.1 The Club was incorporated under the Act.

3. OBJECTIVES

- 3.1 The Objectives of the Club are as follows:
 - 3.1.1 Patrol Wanda Beach and the surrounding area and take such reasonable steps to prevent drowning at Wanda Beach as required pursuant to the patrol service agreement, and/or other agreement between the Club, Council and/or SLSNSW, as amended from time to time;
 - 3.1.2 At all times act on behalf of and in the interest of the Members and surf lifesaving;
 - 3.1.3 Cooperate with Council in pursuing these Objectives and the interests of surf lifesaving, SLSS, SLSNSW and SLSA;
 - 3.1.4 Promote mutual trust and confidence between the Club, SLSNSW, Surf Life Saving Clubs, SLSA and the Members in pursuit of these Objects;
 - 3.1.5 Provide for the conduct, encouragement, promotion and administration of surf lifesaving throughout the Bate Bay area;
 - 3.1.6 Participate as a member of SLSS, SLSNSW and SLSA through and by which surf lifesaving and the preservation of life in the aquatic environment can be conducted, encouraged, promoted, advanced and administered;
 - 3.1.7 Ensure the maintenance and enhancement of the Club, SLSNSW, Surf Life Saving Clubs, SLSA and surf lifesaving, their standards, quality and reputation for the benefit of the Members and surf lifesaving;
 - 3.1.8 Represent the interests of its Members and of surf lifesaving generally in any appropriate forum in the Bate Bay region, SLSS, SLSNSW or SLSA.
 - 3.1.9 Conduct and/or commission research and development for improvements in methods of surf lifesaving and/or surf lifesaving equipment and in all ways to improve and safeguard the use of the aquatic environment;

- 3.1.10 Apply the property and capacity of the Club towards the fulfilment and achievement of these Objectives;
- 3.1.11 Promote the involvement and influences of surf lifesaving standards, techniques, awards and education with bodies involved in lifesaving;
- 3.1.12 Strive for government, commercial and public recognition of the Club as the authority on aquatic safety and management on Wanda Beach and the surrounding area;
- 3.1.13 Promulgate and secure uniformity in such rules as may be necessary for the management and control of surf lifesaving and related activities, as well as the prevention of loss of life in the aquatic environment;
- 3.1.14 Extend the operations and teachings of the Club;
- 3.1.15 Develop surf lifesaving into an organised institution with these Objectives in view, to foster, regulate, organise and manage assessments, competition, displays and other activities and to distribute badges, medallions, certificates and award trophies to successful Members;
- 3.1.16 Pursue through itself or other commercial arrangements (which are not in conflict with SLSNSW or any other surf lifesaving entity), including but not limited to sponsorship, utilisation of facilities and marketing opportunities as are appropriate to further the interests of surf lifesaving and/or the Club;
- 3.1.17 Review and/or determine any matters relating to surf lifesaving which may arise, or be referred to it, by any Member;
- 3.1.18 Adopt and implement appropriate policies, in relation to sexual harassment, equal opportunity, equity, drugs in sport, health, safety, junior and senior programs, infectious diseases and such other matters that arise from time to time as issues to be addressed in surf lifesaving;
- 3.1.19 Have regard to the public interest in its operations; and
- 3.1.20 Undertake and/or do all such things or activities which are necessary, incidental or conducive to the advancement of the Objectives.

4. POWER OF THE CLUB

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

5. DEFINITIONS AND INTERPRETATIONS

5.1 Definitions

In this Constitution, unless the contrary intention appears:

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

Active Member has the meaning given to that term in the Regulations.

Annual Club Membership Subscription means the annual fees payable by each category of Member as determined by the Board in accordance with clause [8]

Annual General Meeting means a meeting of members convened under clause [11].

Application for Membership means an application for membership of the Club, as set out in clause [7.3].

Auxiliary Committee means a Sub Committee elected at the Annual General Meeting under clause [16.2].

Board means the board of management managing the Club and consisting of the elected as Directors under clause [16.1].

Branch means SLSS.

Bronze Medallion means the SLSA approved Bronze Medallion Award, or equivalent or replacement accreditation issued by SLSA.

Chairperson means the person presiding as the chairperson at any General Meeting, as appointed pursuant to clause [13.4].

Club means Wanda Surf Life Saving Club Incorporated ABN 60 850 705 106.

Club Officer means a Member elected to office in the Club from time to time in accordance with the Constitution under clause [16.1] and the Regulations.

Committee means any committee of the Board formed under clause [16.2].

Constitution means this Constitution as amended from time to time.

Council refers to Sutherland Shire Council, and its successors.

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

Director means a member of the Board appointed under clause 16.1 – Board or clause [18.3] – Casual Vacancy.

Distinguished Service Member means a Member appointed as a Distinguished Service Member of the Club under clause [7.8].

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

General Meeting means the Annual General Meeting or any Special General Meeting of the Club.

Honorary Life Member has the meaning given to that term in the Regulations.

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

JAG means Junior Activities Group, as defined within the Regulations and amended from time to time.

Judiciary Committee means the Judiciary Committee as defined in the Regulations.

Judiciary Panel means the Judiciary Panel as defined in the Regulations.

Life Member means a Member appointed as a Life Member of the Club under clause [7.7.5].

Life Membership and Honours Committee means the Life Membership and Honours Committee formed pursuant in accordance with clause [16.2].

Long Service Member has the meaning given to that term in the Regulations.

Member means any person recognised as a member of the Club under clause [7.2], or the Regulations, as amended from time to time, as the case may be.

Meritorious Awards Committee means the Meritorious Awards Committee of Surf Life Saving Australia Ltd, as that Committee is named at any time.

Notice of Termination means a written notice issued by the Board in accordance with this Constitution, the form and substance of which has been determined by the Board, from time to time, at its absolute discretion.

Objectives means the objectives of the Club as set out in clause [3].

Patrol Member means a Member eligible to undertake surf patrols on Wanda Beach who holds the requisite qualifications and has met the conditions required to be a patrol surf lifesaver as set by SLSNSW and SLISA, as amended from time to time.

Public Club Officer means the person appointed to be the Public Club Officer of the Club under clause [21.2].

Register means the register of Members kept under clause [9.1].

Regulations means the regulations made by the Board under clause [23.1].

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

Resident Caretaker means the person(s) appointed, engaged or otherwise directed by the Club to be responsible for the cleaning and security of the Club property.

SLSA means Surf Life Saving Australia Limited.

SLSNSW means Surf Life Saving New South Wales Limited.

SLSNSW Constitution means the Constitution of SLSNSW, as amended from time to time.

SLSS means Surf Life Saving Sydney Incorporated.

Special General Meeting means a meeting convened by members under clause [12.1].

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

Surf Lifesaving or surf lifesaving has the meaning given to it within the SLSA Constitution.

Surf Lifesaving Club has the meaning given to it within the SLSA Constitution.

Wanda Beach means the beach known as Wanda beach, located in the SLSS Branch district on the Bate Bay stretch of beach in the Sutherland Shire district area.

5.2 Interpretations of This Constitution

- 5.2.1 A reference to a rule, regulation, schedule or annexure is to a rule, regulation, schedule or annexure of, or made under, this Constitution.
- 5.2.2 Words importing the singular include the plural and vice versa.
- 5.2.3 Words importing any gender include the other gender.
- 5.2.4 Headings are for convenience only and shall not be used for interpretation.
- 5.2.5 Words or expressions shall be interpreted in accordance with the provisions of the Act as they vary from time to time.
- 5.2.6 References to persons include natural persons, corporations and bodies politic, and any legal personal representatives, successors and permitted assigns of that person.
- 5.2.7 Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act.

- 5.2.8 A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction).
- 5.2.9 Expressions referring to “writing” shall unless the contrary intention appears too construed as including references to printing, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

5.3 Enforceability

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

6. AFFILIATIONS

6.1 Affiliation with SLSA

- 6.1.1 The Club shall affiliate with SLSA, SLSNSW and SLSS.
- 6.1.2 Affiliation of the Club must be in accordance with any administrative arrangement made by SLSA, SLSNSW and SLSS or with such other body as SLSA may from time to time direct and in accordance with the Objectives.

6.2 Compliance of the Club

The Members acknowledge and agree that the Club shall:

- 6.2.1 be or remain incorporated in New South Wales;
- 6.2.2 appoint a Delegate annually to represent the Club at general meetings of the Branch;
- 6.2.3 nominate such other persons as may be required to be appointed to Branch or SLSNSW committees from time to time under this Constitution or the Branch constitution or SLSNSW constitution or otherwise;
- 6.2.4 forward to the Branch and SLSNSW a copy of its constituent documents and details of its Directors, where instructed;
- 6.2.5 adopt the objects of SLSNSW (in whole or in part as are applicable to the Club) and adopt rules which reflect, and which are, to the extent permitted or required by the Act, generally in conformity with the Branch and SLSNSW constitutions;

- 6.2.6 apply its property and capacity solely in pursuit of the Objectives and/or surf lifesaving;
- 6.2.7 do all that is reasonably necessary to achieve the Objectives;
- 6.2.8 act in good faith and loyalty to ensure the maintenance and enhancement of surf lifesaving, its standards, quality and reputation for benefit of the Members and surf lifesaving;
- 6.2.9 act on behalf of and in the interests of the Members and surf lifesaving; and
- 6.2.10 by adopting the objects of SLSNSW, abide by the SLSNSW Constitution

6.3 Operation of Constitution

The Club and Members acknowledge and agree:

- 6.3.1 that they are bound by this Constitution, being the rules by which the Objectives and surf lifesaving are to be conducted, promoted, encouraged, advanced and administered by the Club and its Members;
- 6.3.2 to ensure the maintenance and enhancement of surf lifesaving, its standards, quality and reputation for the benefit of the Members and surf lifesaving;
- 6.3.3 to act in the interests of surf lifesaving and the Members;
- 6.3.4 not to do or permit to be done any act or thing which might adversely affect or derogate from the standards and reputation of the Club and surf lifesaving and the maintenance and enhancement of the Club and surf lifesaving;
- 6.3.5 to promote the economic and community services' success, strength and stability of the Club and its Members;
- 6.3.6 to act independently of one another in the pursuit of the Objectives; and
- 6.3.7 Where the Club considers or is advised that a Member has allegedly:
 - (a) breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations, or any resolution or determination of the Club; or
 - (b) acted in a manner prejudicial to the Objectives and interests of the Club and/or surf lifesaving; or
 - (c) brought themselves, the Club, any Surf Life Saving Club or surf lifesaving (including the Branch, SLSNSW and/or SLSA) into disrepute;
 - (d) 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.

6.3.8 The Constitution will clearly reflect the objects of SLSNSW and shall generally conform with the Branch and SLSNSW constitutions, subject to any requirements in the Act, and at least to the extent of:

- (a) the objects of SLSNSW;
- (b) the structure and membership categories of SLISA (if any);
- (c) recognising SLISA as the national peak body for surf lifesaving in Australia;
- (d) recognising SLSNSW as the peak body for lifesaving in New South Wales;
- (e) recognising the Branch; and
- (f) such other matters as are required to give full effect to the SLSNSW Constitution;

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

6.4 Operation of the Branch and SLSNSW Constitution

6.4.1 The Club will take all steps to ensure its Constitution is in conformity with the Branch and SLSNSW constitutions at least to the extent set out in clause [6.3.8] and shall ensure this Constitution is amended in conformity with future amendments made to the Branch, SLSNSW and SLISA constitutions, subject to any prohibition or inconsistency in the Act.

6.4.2 The Club shall provide to the Branch and SLSNSW a copy of its Constitution and all amendments to this document. The Club acknowledges and agrees that SLSNSW has power to veto any provision in its Constitution which, in SLSNSW's opinion, is contrary to the objects of SLSNSW.

6.5 Alteration of Constitution

6.5.1 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).

7. MEMBERSHIP OF THE CLUB

7.1 Minimum Members

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

7.2 Categories of Members

7.2.1 Subject always to the SLISA Membership directives in Part 6 of the SLISA Regulations, the Club is authorized to establish such categories of members as it requires and considers necessary in the context of the Club and the requirements of SLSNSW.

- 7.2.2 Subject to clause 7.2.1 above, the categories of membership and the details pertaining to each category of membership will be set out in the Regulations, as amended from time to time.

7.3 Application for Membership

An Application for Membership by an individual must be:

- 7.3.1 in writing on the form prescribed from time to time by SLSNSW and/or SLSA and lodged with the Club; or
- 7.3.2 submitted online via the lifesaving online membership portal or any future variation and in accordance with the process (if any) as prescribed by the Board from time to time; and
- 7.3.3 accompanied by the appropriate fee.

7.4 Inter-Club Transfer

- 7.4.1 In addition to the requirements under clause [7.2], an application by a member from another Surf Lifesaving Club must comply with the SLSA procedures and the other Club's requirements. Any disputes on transfers shall be resolved as per SLSA procedures.

7.5 Discretion to Accept or Reject Applications

- 7.5.1 The Club may accept or reject an Application for Membership whether the applicant has complied with the requirements in clause [7.2] or not, and shall not be required or compelled to provide any reason for such acceptance or rejection.
- 7.5.2 All transfers to be approved by the Board of Management at the next BOM Meeting before being given final approval.
- 7.5.3 Where the Club accepts an Application for Membership, the applicant shall, subject to notification to SLSNSW, become a Member.
- 7.5.4 Membership of the Club shall be deemed to commence upon acceptance of the Application for Membership by the Club. The Register of Members shall be updated accordingly as soon as practicable.
- 7.5.5 If the Board rejects an Application for Membership, it shall refund any fees forwarded with the Application, and the Application shall be deemed rejected by the Club. No reasons for rejection need to be given.

7.6 Renewal of Membership

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

7.7 Life Membership

7.7.1 Life Membership may be conferred on any living Member who, as a minimum requirement, has:

- (a) displayed exceptional bravery in attempting to save a life provided such actions have been recognised by the Meritorious Awards Committee; and/or
- (b) been a Member for a minimum of fifteen (15) years as a Club Member; and
 - (i) holds a Bronze Medallion; and
 - (ii) has been a Club Officer or been on a Committee of the Club for a minimum period of ten (10) years; and/or
 - (iii) has performed exceptional, significant and exemplary voluntary (unpaid) service for the Club for a period not less than ten (10) years.

7.7.2 Nominations for Life Membership shall be signed by two Active, Long Service, Honorary Life Members or Distinguished Award Members and be in writing.

Nominations must be lodged with the Director of Administration sixty (60) days before the Annual General Meeting. The Director will ensure that the Life Membership and Honours Committee meet within twenty-one (21) days of receipt of the nomination by the Director of Administration. The Committee shall assess the nomination against the criteria as defined in clause [7.7.1]. The Life Membership and Honours Committee shall inform the Director of Administration of its decision in writing, within seven (7) days of their meeting.

7.7.3 On receipt of the Life Membership Honours Committee Report, the Director of Administration shall table the nomination and the Life Membership and Honours Committee Report to the next Board meeting. The Board will invite the chairperson of the Life Membership and Honours Committee to attend the Board meeting where the nomination(s) will be discussed and voted on. The Board is entitled to take into account the decision of the Life Membership and Honours Committee Report but the Board must consider and vote on the nomination, despite the decision of the Life Membership and Honours Committee Report.

7.7.4 If the outcome of the Board's vote, which should be decided by a [50% or more majority], is to recommend the Member be made a Life Member, the Board shall then:

- (a) recommend to the Annual General Meeting that the Member be appointed as a Life Member and arrange for the nomination to be placed on the agenda for the next Annual General Meeting; or

- (b) in exceptional circumstances as decided by the Board, refer the nomination to decision by a Special General Meeting of the Club, provided that the otherwise necessary procedure set forth in this clause [7.7] has been followed.

- 7.7.5 The Annual General Meeting or Special General Meeting may approve the nomination(s) by a seventy five percent (75%) majority or greater of those eligible to vote at that Annual General Meeting or Special General Meeting, as the case may be.
- 7.7.6 A Member may accept or reject the offer of Life Membership in writing.
- 7.7.7 Life Members shall be entitled to vote at General Meetings.

7.8 Distinguished Service Membership

- 7.8.1 A Distinguished Service Membership may be conferred on any living Member who does not hold a Bronze Medallion but has, as a minimum requirement, been a Club Member for a minimum fifteen (15) years, and:
 - (a) has been a Club Officer or been on a Committee of the Club; and/or
 - (b) has performed exceptional, significant and exemplary service, in a voluntary capacity, on behalf of and for the benefit of, the Club, for a period of not less than ten (10) years.

Note: Members awarded a Distinguished Service Membership shall be afforded recognised in the same capacity as Life Members of the Club. Distinguished Service Membership holders shall not be eligible to later obtain Life Membership even if they subsequently gain a Bronze Medallion.

- 7.8.2 Nominations for Distinguished Service Membership shall be signed by two Active, Active Reserve, Long Service, Honorary Life Members or Distinguished Service Award and be in writing on the correct form.
- 7.8.3 Nominations must be lodged with the Director of Administration sixty (60) days before the Annual General Meeting. The Director will ensure that the Life Membership and Honours Committee meet within twenty-one (21) days of receipt of the properly completed and signed nomination. The Life Membership and Honours Committee shall assess the nomination against the criteria as defined in clause [7.8.1] of this Constitution. The Life Membership and Honours Committee shall inform the Director of Administration of its decision by way of a report in writing (Life Membership and Honours Committee Report), within seven (7) days of their meeting.

- 7.8.4 On receipt of the Life Membership Honours Committee Report, the Director of Administration shall table the nomination and the Life Membership and Honours Committee Report to the next Board meeting. The Board will invite the Chairperson of the Life Membership and Honours Committee to attend the next Board Meeting where the nomination(s) will be discussed and voted on. The Board is entitled to take into account the decision of the Life Membership and Honours Committee Report, but the Board must consider and vote on the nomination, despite the decision of the Life Membership and Honours Committee Report.
- 7.8.5 If the outcome of the Board's vote, which should be decided by a [50% or more majority], is to recommend the Member be made a Distinguished Service Member, the Board shall then:
- (a) recommend to the Annual General Meeting that the Member be appointed as a Distinguished Service Member and arrange for the nomination to be placed on the agenda for the next Annual General Meeting; or
 - (b) in exceptional circumstances as decided by the Board, refer the nomination to decision by a Special General Meeting of the Club, provided that the otherwise necessary procedure set forth in this clause [7.8] has been followed.
- 7.8.6 The Annual General Meeting or Special General Meeting may approve the nomination by a simple seventy five percent (75%) majority of the votes cast at that Annual General Meeting or Special General Meeting, as the case may be.
- 7.8.7 A member may accept or reject the offer of Distinguished Service in writing.
- 7.8.8 Distinguished Service Members shall be entitled to vote at General Meetings.

7.9 Revocation of Life Membership or Distinguished Service Membership

- 7.9.1 A Life Membership or Distinguished Service Membership Award may be revoked if:
- (a) the Member is convicted of a serious criminal offence; and/or
 - (b) acts in a manner which is materially detrimental to the best interest of the Club.
- 7.9.2 A proposal for the revocation of a Life Membership or Distinguished Service Membership (Proposal for Revocation) shall:
- (a) be in writing;
 - (b) state the reason for the proposed revocation;
 - (c) be signed by two Members; and
 - (d) be lodged with the Director of Administration.

- 7.9.3 On receipt of a valid Proposal for Revocation, the Director of Administration shall cause a notice in writing to be served on the Life Member or Distinguished Service Award Member within ten (10) days, setting out:
- (a) the details of the Proposal for Revocation (as applicable). Details of the Members making the Proposal for Revocation will only be included where appropriate, taking into account the nature of the Proposal for Revocation and the relationship between the Members involved;
 - (b) that the Member may address the Board at a Board Meeting to be held not earlier than fourteen (14) days and not later than twenty-one (21) days after service of the notice, and include details of the date, place and time of the Board meeting; and
 - (c) that the Member may:
 - (i) attend and speak at the Board Meeting referred to therein;
 - (ii) submit to the Board, at or prior to the date of that Board Meeting, written, oral or other evidence or material relevant to the details of the Proposal for Revocation that the Life Member or Distinguished Service Member considers significant; and
 - (iii) that the Member is entitled to have in attendance legal representation or a support person.
- 7.9.4 At a Board Meeting where a Proposal for Revocation is considered, the Board may, by seventy five percent (75%) or greater majority of the votes cast, recommend that the Proposal for Revocation be presented to a Special General Meeting. Should the Member fail to attend the Board Meeting where the Proposal for Revocation is tabled, provided that the relevant Member has been provided with valid notice thereof, the Board may proceed to consider the Proposal for Revocation without consultation with the Life Member or Distinguished Service Member.
- 7.9.5 If the Board approves the Proposal for Revocation and refers their decision to a Special General Meeting, the relevant Member will be informed and will be entitled to legal representation or a support person in attendance at the Special General Meeting. Club Members may approve or disapprove the Proposal for Revocation of Life Membership or Distinguished Service Membership by seventy five percent (75%) majority of those eligible to vote and in attendance at that Special General Meeting.
- 7.9.6 If the Board decides to decline the Proposal for Revocation, the relevant Member will be informed and the Members proposing the Proposal for Revocation will be informed of the outcome, and at the discretion of the Board, may include the reasons for their decision.

7.10 Effects of Membership

7.10.1 Members acknowledge and agree that:

- (a) this Constitution establishes a contract between each of them and the Club and that they are bound by this Constitution and Regulations;
- (b) they shall comply with and observe this Constitution and the Regulations;
- (c) by submitting to this Constitution and the Regulations they are subject to the jurisdiction of the Club, Branch, SLSNSW and SLSA;
- (d) this Constitution and Regulations are necessary and reasonable for promoting the Objectives of the Club;
- (e) they are entitled to all benefits, advantages, privileges and services of their membership as determined by the Board;
- (f) neither membership of the 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;
 - (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; and
- (g) where the Board considers or is advised that a Member has allegedly:
 - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations, or any resolution or determination of the Club;
 - (ii) acted in a manner prejudicial to the Objectives and interests of the Club and/or surf lifesaving; or
 - (iii) brought the Club, any Surf Life Saving Club or surf lifesaving into disrepute,

the Board, after allowing the Member a reasonable opportunity to explain, may adjudicate and decide on the matter and if necessary, as determined by the Board at its absolute discretion, may penalise the Member with such penalty as the Board deems appropriate.

- 7.10.2 A right, privilege or obligation of a person by reason of their membership of the Club:
- (a) is not capable of being transferred or transmitted to another person; and
 - (b) terminates upon the cessation of membership whether by death, resignation or other reason.

7.11 Publicity

- 7.11.1 A Member of the Club must not, without the prior approval of the Board, supply to any clause of the media any information or comment concerning Club activities.

7.12 Liability of Members

- 7.12.1 The liability of the Members of the Club is limited.

8. SUBSCRIPTIONS AND FEES

- 8.1.1 The Annual Club Membership Subscription and any other fees or levies payable by Members or categories of Members to the Club, the benefits which apply, the time for, and manner of payment, shall be determined by the Board from time to time and approved.
- 8.1.2 The Board is empowered to prevent any Member whose Annual Club Membership Subscription fees or other applicable fees are in arrears from exercising the whole or any of the rights or privileges of membership of the Club, including but not limited to voting at a General Meeting. There is no right of appeal where the Board exercises its rights.
- All Annual Club Membership Subscription or other applicable fees are due annually at 5pm on 1 May each calendar year.
Where 1 May is not a business day, Membership Fees are due on the next business day. Any
- 8.1.3 Any fees not paid by 30 June each calendar year may incur a late fee as determined by the Board in its reasonable discretion.
- 8.1.4 If a Member's Annual Club Membership Subscription remains outstanding on 7 July of a calendar year, that Member's electronic access may be terminated, at the discretion of the Board.
- 8.1.5 Life Members, Distinguished Service Members, and 50 Years' Service Members are exempt from paying an Annual Club Membership Subscription.

8.1.6 The Board may, in its absolute discretion, waive or reduce fees of any Member who submits to the Board an application of financial hardship. The Board will consider any such application in the next relevant Board Meeting and the Board agrees that the details of any such application will be subject to strict confidentiality.

8.1.7 Membership fees shall be determined by the Board of Management and presented to the Annual General Meeting for endorsement for the following season.

9. REGISTERS

9.1 Club to Keep Register of Members

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

- (a) the full name and address of the Member;
- (b) the category of membership of the Member;
- (c) the date on which the Member was accepted to join the Club
- (d) any other information determined by the Board; and
- (e) for each former Member, the date of ceasing to be a Member.

9.2 Use of Surfguard

9.2.1 Where possible, Surfguard (or equivalent or replacement system used by SLISA as notified from time to time) shall be used as the Register of Members.

9.2.2 Users of Surfguard are to be approved by the Director of Administration and this list shall be maintained and updated as required.

9.3 Changes to Member Details

9.3.1 Members shall provide notice of any change to their details to the Club within sixty (60) days of such change.

9.4 Inspection of Member Register

9.4.1 Inspection of the Register will only be available as required by the Act and with the prior approval of the Board.

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

- 9.4.3 The Club, the Board and the Members agree to comply with all confidentiality, privacy and data protection laws as may apply from time to time, and for the avoidance of doubt this clause [9] is subject, at all times, to all confidentiality, privacy and data protections laws, applicable from time to time.

10. TERMINATION OF MEMBERSHIP

10.1 Termination Notice of Resignation

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

10.2 Termination by Breach

- 10.2.1 Where the Club considers or is advised that a Member has allegedly:

- (a) Breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations or any resolution or determination of the Club, including but not limited to the failure to pay any monies owed to the Club, the Board or any duly authorised committee;
- (b) acted in a manner prejudicial to the Objectives or interests of the Club and/or surf lifesaving; or
- (c) brought the Club, any other Surf Lifesaving Club or surf lifesaving into disrepute,

the Board may, after allowing the relevant Member reasonable opportunity to explain, and/or remedy the breach, adjudicate and if necessary penalise the Member with such penalty as it thinks appropriate, including terminate of membership. Clause [22.1] is applicable and full details of Grievance, Judicial and Discipline procedures are contained in the Regulations.

10.3 Termination by Failure to Pay Subscriptions

- 10.3.1 A Member is taken to have resigned if:

- (a) the Member's Annual Membership Subscription Fee is outstanding after 31 July and no application to the Board has been made for the fee to be waived or the time for payment is extended;
- (b) in the event that no annual fee is payable
 - (i) the Club has made a written request to the Member to confirm that he or she wishes to remain a Member; and
 - (ii) the Member has not, within two (2) months after receiving that request, confirmed in writing that he or she wishes to remain a Member.

- 10.3.2 Should a sufficient explanation be made to the Board for the failure to pay the Annual Club Membership Fee or reason for not responding to a request, the Board shall have the power to restore the Membership upon payment of the amount due (if outstanding).

10.4 Resignation by Failure to Re-apply

- 10.4.1 If a Member has not re-applied for Membership with the Club before the 31 July that Member's membership will be deemed to have lapsed from that time.

10.5 Amendment to the Member Register

- 10.5.1 Where a member resigns under clause [10.1] an entry and the date on which the Member ceased to be a Member, shall be recorded in the Register as soon as practicable under clause [9.1.1 (e)].

10.6 Forfeiture of Rights

- 10.6.1 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.

10.7 Membership May Be Reinstated

- 10.7.1 Membership that has been terminated under this clause [10], may be reinstated at the discretion of the Board, upon such conditions as it deems appropriate.

11. ANNUAL GENERAL MEETING

11.1 Annual General Meeting May be Held

- 11.1.1 The Club shall convene and hold an Annual General Meeting of its Members annually within six (6) months after the end of the financial year and in accordance with the Act.
- 11.1.2 The Annual General Meeting of the Club shall be held in accordance with the Act and on a date and a venue to be determined by the Board.
- 11.1.3 At least twenty (21 days' notice of the Annual General Meeting a Notice of Motion shall be given to Members. In the case of a General Meeting where a Special Resolution is proposed, a Notice of Motion shall be given to Members at least twenty-one (21) days before the meeting.
- 11.1.4 Written notice of all General Meetings shall be given either personally, by post or electronically under clause [13.1].

11.2 Business for Annual General Meeting

11.2.1 In addition to any business required to be transacted at the Annual General Meeting under the Act, the business of the Annual General Meeting shall be:

- (a) Welcome of Guests, Visitors and Members
- (b) Lifesavers Prayer
- (c) Apologies
- (d) Confirmation of the Minutes of the Annual General Meeting and any recent General Meetings
- (e) Correspondence
- (f) Business Arising
- (g) Notice of Motions of which due notice has been given
- (h) Presentation of Awards and Honours
- (i) Presentation, Discussion and Adoption of the Annual Report
- (j) Consideration of accounts and reports of the Board and auditors
- (k) Consideration and where agreed, adoption of the Audited Financial Report
- (l) Election of Directors, Club Officers and Sub Committees under this Constitution
- (m) Motion for affiliation with SLSS, SLSNSW and SLSA
- (n) Appointment and fixing of remuneration of the auditors
- (o) Any other business of which notice is given in accordance with this Constitution
- (p) Urgent General Business

11.3 Additional Meetings

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

12. SPECIAL GENERAL MEETINGS

12.1 Special General Meetings May be Held

12.1.1 The Board may, whenever it thinks fit or is empowered to under this Constitution, convene a Special General Meeting of the Club and, where, but for this clause more than fifteen (15) months would elapse between Annual General Meetings, shall convene a Special General Meeting before the expiration of the period.

12.2 Request for Special General Meetings

- 12.2.1 The Board shall, on the requisition in writing of twenty (20) Members, or 10% of Members entitled to vote, convene a Special General Meeting.
- 12.2.2 The requisition for a Special General Meeting shall:
- (a) state the subject(s) of the meeting;
 - (b) be signed by the Members making the requisition; and
 - (c) be sent to the Club.
- 12.2.3 If the Board does not convene 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 convene a Special General Meeting to be held not later than three (3) months after that date.
- 12.2.4 A Special General Meeting convened by Members under the Constitution shall be convened in the same manner, or as nearly as possible to that, in which meetings are convened by the Board.

12.3 Notice to be Given for General Meetings

- 12.3.1 Notice of every General Meeting shall be given to every Member who is entitled to vote, at the address appearing in the Register of Members kept by the Club. No other person shall be entitled as of right to receive notices of General Meetings.
- 12.3.2 A notice of a General Meeting shall be in writing and shall specify the time, date and place of the meeting and shall state the business to be transacted at the meeting. Notice may be given in any form permitted under clause [•].
- 12.3.3 At least twenty-one (21) days' notice of a General Meeting shall be given to those Members entitled to vote, together with:
- (a) the agenda of the meeting
 - (b) any nominations for candidates to be elected to the Board received under clause [16.1.2]; and
 - (c) any Notice of Motion received from Members under clause [13.1].

13. GENERAL MEETINGS

13.1 Notice to be Given for General Meeting

- 13.1.1 The Director of Administration shall give notice to the Board of the next meeting as well as produce an agenda for the meeting to be circulated.

13.2 Business of Meeting

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

13.3 Quorum

- 13.3.1 No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for a General Meeting shall be twenty (20) Members present, personally or by their proxy.
- 13.3.2 If within half an hour after the appointed time to commence a General Meeting, a quorum is not present, the meeting:
 - (a) if convened upon the requisition of Members, shall be dissolved; and
 - (b) in any other case, shall stand adjourned to:
 - (i) the same day in the next week at the same time and (unless Members are notified of an alternate venue) at the same place; or
 - (ii) any date, time and place determined by the Chairperson.
- 13.3.3 If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the meeting shall lapse.

13.4 President to Chair

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

- 13.4.1 in relation to any election for which the President is a nominee
- 13.4.2 If the President is not present or is unwilling, or unable to preside the Deputy President shall preside as Chairperson and if there is no Deputy President then the Members shall appoint one of the Board to preside as Chairperson for that meeting only.

13.5 Chairperson May Adjourn the Meeting

- 13.5.1 The Chairperson may, with the consent of any meeting at which a quorum is present shall, if 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 where the adjournment took place.

- 13.5.2 When a meeting is adjourned for thirty (30) days or more a notice of the adjourned meeting shall be given as in the case of the original meeting.
- 13.5.3 Except as provided in clause 13.5.2 it shall not be necessary to give notice of an adjournment or the business to be transacted at any adjourned meeting.

13.5 Special Resolution

- 13.6.1 A Special Resolution is a motion that must be passed by three quarters (75%) of those Members present at a General Meeting to affect only the procedures set out in clause [13.6.2].
- 13.6.2 The six (6) procedures listed are the Special Resolutions:
- (a) A change of the Club Name
 - (b) A change to this Constitution
 - (c) An amalgamation with another incorporated body.
 - (d) Voluntarily winding up of the Club and distribution of Club assets.
 - (e) Application for registration as a company or co-operative
 - (f) Dismissal of a Director from the Board.

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13.7 Use of Technology

- 13.7.1 A Member not physically present at a General Meeting may participate in the meeting by the use of any form of electronic communication that allows that Member and the Members present at the meeting to clearly and simultaneously communicate with each other.
- 13.7.2 A Member participating in a General Meeting under clause [14.] is taken to be present at the meeting and, if the Member votes at the meeting, is taken to have voted in person.

14. VOTING AT GENERAL MEETINGS

14.1 Members Entitled to Vote

- 14.1.1 Those members entitled to vote shall be:
- (a) Active Members
 - (b) Long Service Members
 - (c) Active Reserve Members
 - (d) Life Members; & Distinguished Service
 - (e) 50 Year's Service Members;

- (f) Associate Members joining prior to **1st August, 2018** provided that the number of Associated Members present at the meeting is not more than forty percent (40%) of the aggregate number of Active, Active Reserve and Long Service Members of the Club present at the meeting. In such an event the number of Associate Members present at the meeting exceeds forty percent (40%) of the aggregate number of Active, Active Reserve and Long Service Members of the Club present at the meeting, the number of Associate Members entitled to vote at that meeting shall represent forty percent (40%) of the aggregate number of Active, Active Reserve and Long Service Members of the Club present at the meeting, with preference to vote given to the Associate Members based on the length of their membership with the Club.

- 14.1.2 All those voting must be Life Members, Distinguished Service Members, 50 Years' Service or current financial Members prior to the meeting to be eligible to vote.

14.2 Voting Procedure

- 14.2.1 Subject to clause [14.1], votes at a General Meeting shall be made in person by those present and entitled to vote.
- 14.2.2 Subject to clause [14.1], all motions arising at a General Meeting shall be determined on a show by hands.
- 14.2.3 Any two members may request a Secret Ballot at a General Meeting.

14.3 Recording of Determinations

- 14.3.1 Unless a poll is demanded under clause [14.4], if the Chairperson declares that a motion has been carried or lost by a show of hands, then that declaration shall be entered in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

14.4 Where a Poll is Demanded

- 14.4.1 A poll may be demanded for any motion to the vote of the meeting (before or on the declaration of the result of the show of hands) by:
 - (a) the Chairperson; or
 - (b) a simple majority of Members entitled to vote
 - (c) a motion to grant or revoke Life Membership and/or Distinguished Service Membership shall be resolved by a seventy-five (75%) or greater majority of the votes cast in a poll.

- 14.4.2 If a poll is demanded under this clause [14.4.1] it shall be taken in such manner and either at once or an interval or adjournment or after otherwise as the Chairperson directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

14.4 Casting Vote

- 14.5.1 The Chairperson of any General Meeting may cast a deliberative vote on any motion but has no right to a casting vote except on a tied vote to elect a Club Officer.

14.6 Proxy Voting

- 14.6.1 Proxy voting shall not be permitted at any General Meetings.

15. MINUTES OF GENERAL MEETING

- 15.1.1 The Board must ensure that minutes of each General Meeting including Committee Meetings are taken and filed.

- 15.1.2 The minutes must record:

- (a) the business considered at the meeting;
- (b) any motion on which a vote is taken and the result of the vote; and
- (c) the names of all persons present at all meetings.

- 15.1.3 In addition, the minutes of each Annual General Meeting must include:

- (a) any reports or financial statements submitted to the Members at the Annual General Meeting; and
- (b) any audited accounts and Auditor's Report of a review accompanying the financial statements that are required under the Act.

16. CLUB OFFICERS

Election of Directors, Club Officers and Committees

16.1 Board

- 16.1.1 The Board's primary responsibility is one of trusteeship on behalf of its stakeholders, ensuring that the legal entity, the Club, remains viable and effective in the present and for the future. The Board's role includes determining the Club's strategic direction, core values and ethical framework, as well as key objectives and performance measures. A key critical component of this role is the Board's ultimate authority and responsibility for financial operations and budgeting to ensure the achievement of strategic objectives.

16.1.2 The Club Members at the Annual General Meeting shall elect Club Officers which shall form the Board. Club Officers so elected may become a Director with responsibility for an individual office, as that office is defined in the Regulations.

Directors Titles:

- President
- Deputy President
- Senior Vice President
- Club Captain
- Director of Administration
- Director of Education
- Director of Facilities
- Director of Finance
- Director of JAG – elected at JAG Election Meeting
- Director of Lifesaving
- Director of Member Services
- Director of Surf Sports
- Director of Youth

16.1.3 The following conditions apply to all elections to Club Officer and Director:

- (a) Club Officers and Directors must be and maintain Bronze Medallions;
- (b) No more than four Associate Members may be elected
- (c) Each Director must be a financial Member and elected validly under clause [17.1].
- (d) A Member may not hold more than one Directorship on the Board at any one time.

16.2 Sub Committees

16.2.1 The Club Members shall also elect standing Committees at the Annual General Meeting and they are detailed in the Regulations.

16.3 Powers of the Board

16.3.1 The affairs of the Club shall be managed by the Board constituted under clauses [16.1, 16.2 and 16.3].

16.3.2 Subject to this Constitution and the Act, the Board:

- (a) shall control and manage the business and affairs of the Club;
- (b) may exercise all such powers and functions as may be exercised by the Club other than those powers and functions that are required by this Constitution to be exercised by the Members in General Meeting; and
- (c) has power to perform all such acts and things as appear to the Board to be essential for the proper management of the business and affairs of the Club.

16.4 Portfolios

16.4.1 If the Board considers it appropriate, in order to further the Objectives, in addition to those roles specified in clause [16.2], it may allocate Directors to specific portfolios, with specific responsibilities, as determined at the discretion of the Board from time to time.

16.5 Right to Co-Opt

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

16.6 Term of Office of Director

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

16.6.2 Directors may be re-elected.

16.7 Appointment of Delegate

16.7.1 The Board shall, from amongst its Members, appoint a Delegate to attend general meetings of the Branch for such term as the Board determines, and otherwise in accordance with the Branch Constitution.

16.7.2 The Club must advise the Branch in writing of its Delegate.

17. NOMINATION OF CANDIDATES

17.1 Nomination of Candidates for Club Officer

- 17.1.1 The Club shall call for nominations of candidates to be elected to Club Officers not less than forty-two (42) days prior to the Annual General Meeting. When calling for nominations, the Club may provide details of the necessary qualifications and position description and responsibilities which shall be as determined by the Board from time to time.
- 17.1.2 Candidates must:
- (a) be aged eighteen (18) years and over for Director roles;
 - (b) be a financial Member;
 - (c) reside in Australia; and
 - (d) comply with any other relevant eligibility criteria as set out in the Regulations.
- 17.1.3 Nominations of candidates for election as Club Officers shall:
- (a) be in writing, signed by two (2) Members and accompanied by the written consent of the nominee (which may be endorsed on the nomination form); and
 - (b) specify the office for which the Member is nominated;
 - (c) be received no later than seven (7) days prior to the Annual General Meeting by the Director of Administration.
 - (d) This nomination process applies to the Auxiliary Committee and JAG Group.
- 17.1.4 If only one nomination is received for any Club Office:
- (a) the candidate nominated shall, subject to declaration by the Chairperson, be deemed to be elected; and
 - (b) all remaining vacant positions will be deemed casual vacancies under clause [18.3].
- 17.1.5 If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated shall, subject to declaration by the Chairperson, be deemed to be elected.
- 17.1.6 If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order, for each vacancy.

18. VACANCY ON THE BOARD

18.1 Grounds for Termination of a Director or Club Officer

18.1.1 For the purposes of this Constitution, a Club Officer becomes vacant if the Director or Club Officer:

- (a) ceases to be a Member;
- (b) the Member is deceased;
- (c) becomes bankrupt or makes an arrangement or composition with their creditors generally;
- (d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (e) resigns their office in writing to the Club; or
- (f) is absent from meetings of the (Board meetings) held during a period of three (3) months without having previously obtained leave of absence in accordance with clause [19.6] or provided reasonable reasons for their absence.
- (g) without the prior consent or later ratification of the Members in General Meeting holds any office of profit under the Club;
- (h) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of his interest;
- (i) is removed from office in accordance with this Constitution;
- (j) has been expelled or suspended from membership (without further recourse under this Constitution or any of the Constitutions of the Branch, SLSNSW or SLSA);
- (k) in the opinion of the Board (but subject always to this Constitution), has acted in a manner unbecoming or prejudicial to the Objects and interests of the Club;
- (l) has brought themselves or the Club or surf lifesaving into disrepute; or
- (m) would otherwise be prohibited from being a director of a corporation under the Corporations Act.

18.2 Dismissal of a Director

18.2.1 The Club in a General Meeting may by Special Resolution remove any Director, before the expiration of their term of office and appoint another Member in their place to hold office until the expiration of the term of the first mentioned Director.

- 18.2.2 A dismissed Director who may be subject to a motion of proposed dismissal may make representations to the President and may request such representations be notified to the Members. The Board may send a copy of the representations to each Member or, if they are not so sent, the Director may require that they be read out at the meeting, and the representations shall be so read.

18.3 Casual Vacancy

- 18.3.1 In the event of a casual vacancy in the office of any Director or Club Officer, the Board may appoint a Member to the vacant office and the person so appointed may continue in office up to the conclusion of the Annual General Meeting at which the term of the previous appointee would have expired.
- 18.3.2 All vacant offices must be notified to the Members fourteen (14) days before being filled.

19. PROCEDURES AND QUORUM AT MEETINGS

19.1 Convening a Board and Committee Meeting

- 19.1.1 They shall meet as often as is deemed necessary for the dispatch of business, subject to this Constitution. They may adjourn and otherwise regulate their meetings as they consider fit.
- 19.1.2 Unless all Directors or Club Officers agree to hold a meeting at shorter notice either by agreement that is sufficiently evidenced in writing or by their presence, or in accordance with clause [19.2] – Urgent Board and Committee Meetings, not less than seven (7) days written notice of Board meetings shall be given to each Director or Club Officer.
- 19.1.3 Written notice of each meeting, specifying the general nature of the time, date and place of the meeting and (where possible) the business to be transacted, shall be served on each Director or Club Officer by
- (a) delivering it to that Director or Club Officer personally;
 - (b) sending it in writing, by facsimile or other means of electronic communication (subject to receiving appropriate confirmation that the notice has been effectively dispatched); or
 - (c) in accordance with the Directors or Club Officers last notified contact details.
- 19.1.4 Notice may be given of more than one Board Meeting at the same time.

19.2 Urgent Board and Committee Meeting

- 19.2.1 In cases of urgency, a meeting can be held without notice being given under clause 19.1 provided that as much notice as practicable is given to each Director or Club Officer by the most effective means.
- 19.2.2 Any resolution made at an urgent meeting must be passed by a majority of the Board.

19.3 Quorum

- 19.3.1 At meetings of the Board or Committees the number of Directors or Club Officers whose presence is required to constitute a quorum is fifty percent (51%).
- 19.3.2 No business shall be transacted unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to a date, time and venue to be advised by the Chairperson of the meeting.

19.4 Procedures at Board and Committee Meetings

- 19.4.1 At meetings of the Board, the President shall chair the meeting. If the President is absent or unwilling to act, the Deputy President shall act as Chairperson and if there is no Deputy President, the Board shall appoint one of its Members to chair the meeting. In the case of a Committee the Director shall chair meeting or if absent the Club Officers present may elect one of them to be the Chairperson.
- 19.4.2 Motions or questions arising at any meeting of the Board shall be determined on a show of hands, or if demanded by a Director, by a poll taken in such manner as the person presiding at the meeting may determine.
- 19.4.3 Motions arising at any meeting of the Board and Committees shall be decided by a majority vote of Directors or Club Officers. All Directors or Club Officers shall have one vote on any motion. The Chairperson may only exercise a casting vote when voting is equal.
- 19.4.4 If voting for a motion is equal, the motion may be carried forward to another meeting.
- 19.4.5 Minutes of all Board and Committee meetings are to be taken and distributed to the Board for consideration and adoption at their next meeting.
- 19.4.6 Without limiting the power of the Board or Committee to regulate its meeting as it thinks fit, a meeting of Director or Club Officers may, at their sole discretion be held where one or more of the Directors or Club Officers is not physically present at the meeting, provided that:

- (a) All Directors and Club Officers 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.
- (b) Notice of the meeting is given to all the Directors and Club Officers entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time.
- (c) In the event that a failure in communications prevents clause [19.4.6 (a)] from being satisfied by that number of Directors or Club Officers which constitutes a quorum, and none of such Directors and Club Officers are present at the place where the meeting is deemed by virtue of the further provisions of this rule to be held then the meeting shall be suspended until clause [19.4.6(a)] is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption the meeting shall be deemed to have terminated.
- (d) Any meeting held where one or more of the Directors or Club Officers is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Director or Club Officer is there present and if no Director or Club Officer is there present the meeting shall be deemed to be held at the place where the Chair of the meeting is located.

19.5 Minutes of Board Meeting

19.5.1 The Board must ensure that minutes are taken and kept of each Board meeting.

19.5.2 As a minimum, the minutes must record:

- (a) the business considered at the meeting;
- (b) any resolution on which a vote is taken and the result of the vote; and
- (c) any interest declared under clauses [19.7 or 19.8].

19.6 Leave of Absence

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

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

19.7 Material Personal Interests

- 19.7.1 A Director or Club Officer who has a material personal interest in a matter being considered by a Board or Committee meeting must disclose the nature and extent of that interest to the meeting.
- 19.7.2 A Director or Club Officer with such material interest must not:
- (a) be present while the matter is being considered at the meeting; and
 - (b) must not vote on the matter.
- 19.7.3 A general notice that a Director or Club Officer is to be regarded as having a material personal interest in a matter being considered is sufficient declaration for such Director or Club Officer and the said matter. After such general notice, it is not necessary for such Director or Club Officer to give a special notice relating to the said matter.
- 19.7.4 Any declaration made or any general notice previously given by a Director or Club Officer in accordance with this clause [19.7] must be recorded in the minutes of the relevant meeting.

19.8 Financial Interest

- 19.8.1 A Director or Club Officer is disqualified from:
- (a) holding any place of profit or position of employment in the Club, or in any company or incorporated Club in which the Club is a shareholder or otherwise interested; or
 - (b) contracting with the Club either as vendor, purchaser or otherwise except with express resolution of approval from the Board.
 - (i) except with express resolution of approval of the Board.
- 19.8.2 Any contract or arrangement in which any Director or Club Officer is in any way interested which is entered into by or on behalf of the Club without the approval of the Boards, will be voided for such reason.
- 19.8.3 The nature of the financial interest of such Director or Club Officer must be declared by the Director or Club Officer at the meeting of the Board or Committee at which the contract or arrangement is first taken into consideration if the interest still exists or in any other case at the first meeting of the Board or Committee after the acquisition of the interest.
- 19.8.4 A general notice, that a Director or Club Officer is a Member of any firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under clause [19.8.3] for such Director or Club Officer and the said transactions. After such general notice, it is not necessary for such Director or Club Officer to give a special notice relating to any transaction with that firm or company.

- 19.8.5 Any declaration made or any general notice as aforesaid given by a Director or Club Officer in accordance with clause [19.8] must be recorded in the minutes of the relevant meeting.

19.9 Conflict

- 19.9.1 A Director or Club Officer, notwithstanding the interest, may be counted in the quorum present at any meeting but cannot vote in respect of any contract or arrangement in which the Director or Club Officer is interested. If a Director or Club Officer votes, the vote shall not be counted.

20. DELEGATED POWERS

20.1 Board May Delegate Functions

- 20.1.1 The Board may, by instrument in writing create, establish or appoint from amongst its own Members, or otherwise, special committees, individual Club Officers and consultants to carry out such duties and functions, and with such powers, as the Board determines.
- 20.1.2 The Board 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 Club by the Act or any other law, or this Constitution or by resolution of the Club in a General Meeting
- 20.1.3 At any time, the Board 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.

20.2 Exercise of Delegated Functions

- 20.2.1 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.
- 20.2.2 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 of circumstances as may be specified in the delegation.

20.3 Procedures for Delegated Entity

- 20.3.1 The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, and where practical be the same as that applicable to meetings under clause [19].

- 20.3.2 The entity executing delegated powers shall make decisions in accordance with the Objectives, and it shall promptly provide the Board with details of all material decisions.
- 20.3.3 The entity shall also provide any other reports, minutes and information required by the Board.

21. DUTIES

21.1 General Duties

- 21.1.1 As soon as practicable after being elected or appointed to Office, each Director or Club Officer must become familiar with this Constitution and the Act.
- 21.1.2 The Board is collectively responsible for ensuring that the Club complies with the Act and that individual Directors and Club Officers comply with this Constitution.
- 21.1.3 That Board must ensure that the Club complies with all requirements in the Act regarding financial statements.

21.2 Public Club Officer

- 21.2.1 As per clause [34] of the Act, the Club must elect a Public Club Officer.
- 21.2.2 The Director of Administration shall be the Public Club Officer of the Club and shall be appointed for their time in the position. If the position is not filled the Board will appoint someone to the position within twenty-eight (28) days after the vacancy occurs.
- 21.2.3 The Public Club Officer must give registrar, notice of their appointment within twenty-eight (28) days after their appointment.

22. DISCIPLINE

22.1 Grievance, Judiciary and Misconduct

- 22.1.1 The Club adopts the grievances, judicial and discipline processes in the SLSA Member Protection Policy and SLSA Regulations as amended from time to time. SLSA's regulations and policies shall be the regulations that are current at the time that the incident or incidents complained or took place, and in the event of there being two or more incidents, it shall be the regulations that are current at the time that the last incident of all the incidents under review took place.
- 22.1.2 The Judiciary Panel shall be elected at the Annual General Meeting and a quorum of at least three (3) is required. The Board has the power to appoint additional individuals as required.

- 22.1.3 All proceedings shall be referred to the Judiciary Committee and/or a separate Committee as the case may be, subject to the Member in question.
- 22.1.4 Details of the Grievance, Judiciary and Misconduct procedures will be set out in the Regulations, but will be subject to at all time the SLSA Member Protection Policy and the SLSA Regulations as amended from time to time.
- 22.1.5 Investigate and bring Members before it as required except, in regards to Members who are in arrears in Patrol Hours who will be referred to a Lifesaving Committee, as defined within the Regulations.

22.2 Appeals

- 22.2.1 Appeals shall be as per the SLSA's Policy and Guidelines as are current at the time.

23. REGULATIONS

23.1 Board to Formulate Regulations

- 23.1.1 The Board may formulate, issue, adopt, interpret and amend any regulations for the proper advancement, management and administration of the Club, the advancement of the Objectives and surf lifesaving and surf lifesaving in the Bate Bay area as it thinks necessary or desirable. Such Regulations must not be contrary to this Constitution, however definitions contained within any Regulations shall be applied to this Constitution as applicable. In the event of any inconsistency between this Constitution and the Regulations, this Constitution shall prevail.
- 23.1.2 Such Regulations must be consistent with the Constitution, the Branch Constitution, the SLSNSW Constitution, the SLSA Constitution and any regulations or By-Laws or the Standard Operating Procedures made by SLSNSW or SLSA. If any Regulations are inconsistent with the SLSNSW or SLSA Constitution and regulations the By-Laws shall be null and void and will be inapplicable.

23.2 Regulations Binding

- 23.2.1 All Regulations made under clause [23] be binding on the Club and Members of the Club.

23.3 Notices Binding on Members

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

24. FUNDS, RECORDS AND ACCOUNTS

24.1 Sources of Funds

- 24.1.1 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, subject to clauses [24.1.2 and 24.1.3].
- 24.1.2 The funds of the Club shall be from joining fees, Annual Subscription Fees, donations, fundraising and sponsorships and subject to any resolution passed by the Club in General Meeting, such other sources, except loans, borrowings and the like, as the Board determines.

The Board will seek appropriate financial advice prior to entering into any loan, guarantee, indemnity or credit facility and will at all times act in the best interests of the Club and the Objectives when exercising its rights under this clause [24.1.3]. Prior to entering into any Material loan, credit facility, guarantee or indemnity, the Club will present its recommendation to a General Meeting, which will be determined by a 75% majority of Members eligible to vote.

24.2 Club to Keep Records

- 24.2.1 The Club shall establish and maintain, in accordance with the Act and this Constitution, proper accounting and other records and minutes concerning all transactions, business, meetings and dealings of the Club and the Board.
- 24.2.2 The Club shall retain such records for seven (7) years after the completion of the transactions or operations to which they relate or as required by the Act.

24.3 Board to Submit Accounts

- 24.3.1 The Club's Statements of Accounts are required to be audited as per the *Charity Fundraising Act 1991*. At the Club's Annual General Meeting the audited Statements of Accounts will be presented to Members.

24.4 Accounts Conclusive

- 24.4.1 The Statements of Accounts when approved or adopted by an Annual General Meeting shall be conclusive except, in regards to any error discovered in them within three (3) months after such approval or adoption

24.5 Accounts to be Sent to Members

- 24.5.1 The Board shall, make available to all persons entitled to receive Notice of Annual General Meetings in accordance with this Constitution, a copy of the Club's statements of account, the Board's Report, the full Auditor's Report (if any) and any other document required under the Act (if any).

25. APPLICATION OF INCOME

- 25.1.1 The income and property of the Club shall be applied solely towards the promotion of the Objectives.
- 25.1.2 No portion of the income or property of the Club shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member.
- 25.1.3 Nothing in this clause 25 shall preclude payment to a Member in good faith for expenses incurred or service rendered, including, but not limited to:
- (a) goods supplied to the Club in the ordinary and usual course of operation;
 - (b) interest on money borrowed from any Member
 - (c) rent of premises demised or let to any Member to the Club; or
 - (d) 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.
- 25.1.4 The Board may approve the expenditure of Club funds in pursuance of the Objectives with the proviso that every proposal to expenditure more than fifty (50) thousand dollars of either Club funds and/or borrowed funds is approved by a Club General Meeting. The Board to have the right to spend up to one hundred thousand dollars (\$100K) for maintenance and repairs to Clubhouse and commercial facilities as required to maintain up keep of clubhouse and facilities.
- 25.1.5 Any funds of the Club not required for immediate use may be invested by direction of the Board in its sole discretion. Such investment must be in funds controlled by a bank or similar financial institution under regulation by the Reserve Bank of Australia unless approval is given by a resolution of the Club at a General Meeting for investment otherwise.

26. NEGOTIABLE INSTRUCTIONS

- 26.1.1 All cheques, promissory notes, banker's drafts, bills of exchange and other negotiable instruments, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two duly authorised Directors or in such manner as the Board determines.
- 26.1.2 All accounts must be under the name of Wanda Surf Life Saving Club Inc and sub accounts are to be named on accounts.
- 26.1.3 The President and the Director of Finance to be signatories of all accounts of the Club and a list of signatories of all accounts are to be confirmed and recorded in the minutes by the Board each year.

- 26.1.4 All accounts must be presented to the Board for confirmation of accounts and expenditure each month.

27. AUDITOR

- 27.1.1 The Clubs financial statements are required to be audited as per the Charitable Fundraising Act 1991 and specific guidelines as provided by the Office of Liquor, Gaming and Racing.
- 27.1.2 A properly qualified auditor or auditors shall be appointed, and the remuneration of such auditor or auditors fixed by the Club in General Meeting. The auditor's duties shall be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with the Corporations Act 2001 and generally accepted principles, and/or any applicable code of conduct. The auditor may be removed by the Club in General Meeting.
- 27.1.3 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.

28. SERVICE OF NOTICES

- 28.1.1 Notices may be given to any person entitled under this Constitution to receive any notice by sending the Notice by post or facsimile transmission or where available, by electronic mail, to the Member's registered address or facsimile number or electronic mail address.
- 28.1.2 Where a Notice is sent by post, facsimile and electronic service of the Notice, the service of the Notice shall be deemed to be effective at the time the letter would have been delivered in the ordinary course of post.

29. COMMON SEAL

- 29.1.1 The Club may have a Seal upon which its corporate name shall appear in legible characters.
- 29.1.2 The Seal shall not be used without the express authorisation of the Board. Every use of the Seal shall be recorded in the Board minutes and included in the Club's minute book. Two (2) Directors must witness every use of the Seal, unless the Board determines otherwise.

30. REGISTERED ADDRESS

30.1.1 The registered address of the Club is:

- (a) the address determined from time to time by resolution of the Board; or
- (b) if the Board has not determined an address to be the registered address, the postal address of the Public Club Officer.

31. INDEMNITY

31.1.1 Every Director, Club Officer, Manager, Employee or Agent of the Club shall be indemnified out of the property or assets of the Club against any liability incurred by them in their capacity as Director, Club Officer, Manager, Employee or Agent in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is, under the Act, granted to them by a Court of Law.

31.1.2 The Club shall indemnify its Directors, Club Officers, Managers and Employees against all damages and costs (including legal costs) for which any such Director, Club Officer, Manager or Employee 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 or Club Officer, performed or made whilst acting on behalf of and with the 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 their employment.

32. DISSOLUTION

32.1.1 The Club may be wound up voluntarily by Special Resolution.

32.1.2 In the event of the Club being wound up, the liability of the Member shall be limited to \$1. NO other amount shall be payable by the Member.

32.1.3 If upon winding up or dissolution of the Club there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members but shall be given or transferred to some registered or exempt charity, having objectives similar to the Objectives and which prohibits the distribution of its or their income and property amongst its or their Members to an extent at least as great as is imposed on the Club by this Constitution. Such registered or exempt charity will be determined by the Members at or before the time of dissolution, and in default thereof by the Judge of the Supreme Court of New South Wales or other Court as may have or acquire jurisdiction in the matter.

33. CUSTODY OF BOOKS AND OTHER DOCUMENTS

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

34. LIQUOR LICENCE OBLIGATIONS

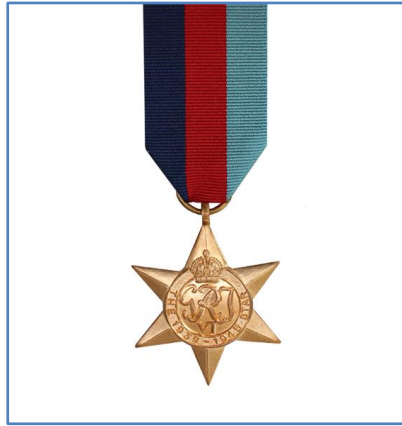
- 34.1.1 The Club is committed to compliance with the *Liquor Act 2007 (NSW)* and has included in Regulations rules which support such compliance.

35. TRANSITIONAL ARRANGEMENTS

- 35.1.1 Notwithstanding any other clause of this Constitution, the transitional arrangements set out in this clause [35] shall apply from the date of adoption of this Constitution.
- 35.1.2 The Members of the governing or managing body (by whatever name it is called) of the Club in place immediately prior to approval of this Constitution under the Act shall continue in those positions until the next Annual General Meeting following such approval, and thereafter the positions of the Directors and Club Officers shall be filled, vacated and otherwise dealt with in accordance with this Constitution.
- 35.1.3 All clauses, rules and Regulations of the Club in force at the date of the approval of this Constitution insofar as such clauses, rules and Regulations are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be Regulations.
- 35.1.4 All individuals who are, prior to the approval of this Constitution, Members of the Club shall be deemed Members of the Club from the time of approval of this Constitution under the Act. All such Members shall provide the Club with such details as may be required by the Club under this Constitution within one month of the approval of this Constitution under the Act.

36. CLUB BLAZERS

- 36.1.1 The Club Blazer colours are those of the 1939-45 Military Star representing the Australian Defence Forces - 'Navy' blue with a pocket badge on the left breast. The pocket badge shall consist of an 'Army' red reel, with white line and belt and the word Wanda above reel in 'Air Force' blue and letter SLSC under the reel also in Air Force blue.



1939-45 Military Star

- 36.1.2 The Board may award Honour Blazers to Australian Surf Life Saving Championship winners, to meritorious award recipients, Life Members and Distinguished Service Members. Such blazers shall have a gold laurel wreath embroidered around the pocket badge. Australian Surf Life Saving Championship winners are also entitled to one star at the top of the wreath.
- 36.1.3 Any inscription at the bottom of the blazer shall be in 'Air Force' blue and must be approved by the Board.
- 36.1.4 An image of an Honour Pocket with an Australian Championship Star is as below.



Honour Pocket

37. CLUB LOGO

37.1.1 The Club logo shall be an 'Air Force' blue coloured Life Buoy bordered with gold with four quarters of line around the buoy. Written within the body of the buoy will be the word "Wanda" on top; the letter "S" at the 3 o'clock position, "LS" at the 6 o'clock position and "C" at the 9 o'clock position. All letters are to be in gold. Inside the buoy the top half shall be 'Navy' blue and the bottom half 'Army' red. A white reel, reel, line and belt shall complete the design. An image of the Club logo is as below.



Wanda SLSC Logo

38. CLUB LIFE MEMBER AND DISTINGISHED SERVICE BADGES

38.1.1 The Club Life Member and Distinguished Service Badges shall be of gold wreath design with the Club logo and the words "Life Member" or "Distinguished Service Member" in gold and bordered in Air Force blue at the bottom of the badge. An image of the Life Member badge is as below:



Life Member Badge

This Constitution was approved by a General Meeting of Wanda Surf Life Saving Club Inc on [insert date]