



## **CONSTITUTION**

**WANDA SURF LIFE SAVING CLUB INCORPORATED  
(REGISTRATION NO. 60 850 705 106)**

Date: 31<sup>st</sup> March 2026 (DRAFT – for Member Consultation)

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DRAFT:  
For Member  
Consultation

# Constitution of Wanda Surf Life Saving Club Inc.

## 1. NAME

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

## 2. INCORPORATION

The Club shall incorporate under the Act and shall remain incorporated.

## 3. OBJECTS OF CLUB

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

- (a) participate as a member of Surf Life Saving Sydney (**SLSS**), Surf Life Saving NSW (**SLSNSW**) and Surf Life Saving Australia Limited (**SLSA**) through and by which surf lifesaving and the protection and preservation of life in the aquatic environment can be conducted, encouraged, promoted, advanced and administered;
- (b) conduct, encourage, promote and administer surf lifesaving and the Association as a beneficial, volunteer, member-based, community service, charity and emergency service throughout, and for the safety and protection of the community at Wanda beach;
- (c) at all times promote mutual trust and confidence within the Association in pursuit of these Objects;
- (d) promote the economic, community and emergency service success, strength and stability of the Association;
- (e) affiliate and otherwise liaise with SLSS, SLSNSW and SLSA in the pursuit of these Objects;
- (f) 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;
- (g) conduct, encourage, promote and advance aquatic safety and management and the protection and preservation of life in the aquatic environment at Wanda beach;
- (h) use and protect the Intellectual Property in pursuit of these Objects;
- (i) apply the property and capacity of the Association solely towards the fulfilment of these Objects;
- (j) 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;
- (k) have regard to the public safety and protection and the public interest in its operations;

- (l) ensure that promotion and protection of the aquatic environment at Wanda beach are considered in all activities conducted by the Association;
- (m) promote the health, safety and protection of the public and all users of the aquatic environment at Wanda beach;
- (n) 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;
- (o) conduct surf lifesaving patrols at Wanda beach; and
- (p) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these objects.

#### 4. POWERS OF CLUB

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

#### 5. INTERPRETATION AND DEFINITIONS

##### 5.1 Definitions

In this Constitution, unless the contrary intention appears:

**75% Majority** means at least 75% of the formal votes cast for or against a motion, by eligible voters present and voting. Abstentions, blank votes, and informal votes are not counted as votes cast and do not affect the calculation.

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

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

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

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

**Board** means the body managing the Club and consisting of the Directors under **rule 18.1(a)**. It may be referred to as the **Board of Directors (BOD)** or as the **Board of Management (BOM)**.

**Branch** means the Surf Life Saving Sydney (SLSS) Branch of SLSNSW.

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

**Club** means Wanda Surf Life Saving Club Incorporated.

**Club Officer** means a member of the Club's Board appointed under **rule 19**. They may be referred to as a **Director**.

**Committee** means any committee of the Board created under **rule 22**.

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

**Delegate** means the person appointed and authorised from time to time to act for and on behalf of the Club and to attend, debate and vote at general meetings of the Branch.

**Director** means a Member of the Board appointed under **rule 19**. They may be referred to as a **Club Officer**.

**Distinguished Service Member** means an individual appointed as a Distinguished Service Member of the Club under prior versions of the Club's constitution. Per transitional **rule 36(e)** of this constitution all Members previously elevated to Distinguished Service Members are now a **Life Member** of the Club under **rule 8.8**.

**Fifty (50) Year Member** means a Member in any membership category who has been a Member of the Club for a period of fifty (50) or more years. The Board, at its sole discretion, may also grant this recognition to a Member who has been a Member of an affiliated club or clubs of SLSA for a period of fifty (50) or more years. They may be referred to as a **50+ Member**.

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

**General Meeting** means the AGM or any SGM of the Club.

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

**Life Member** means an individual appointed as a Life Member of the Club under **rule 8.8**.

**Majority** means a simple majority of the formal votes cast for or against a motion, by eligible voters present and voting. Abstentions, blank votes, and informal votes are not counted as votes cast and do not affect the calculation.

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

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

**Patrol Member** is a member who holds an award that is recognised by SLSA to participate in patrols, the award is current, and the Member is in one of the following Member Categories (**rule 8.3**):

- (a) Cadet Member (Aged 13-15);
- (b) Active Member (Aged 15-18);
- (c) Active Member Aged (18+);
- (d) Reserve Active Member;
- (e) Award Member;
- (f) Long Service Member, who chooses to voluntarily do patrols (rostered or not rostered); or
- (g) Life Member, who chooses to voluntarily do patrols (rostered or not rostered)

**President** means the President for the time being of the Club appointed under **rule** Error! Reference source not found..

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

**Register** means the register of Members kept under **rule 10.1**.

**Registered Charity** means a registered charity under the ACNC Act.

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

**Seal** means the common seal of the Club and includes any official seal of the Club.

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

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

**Special General Meeting** or SGM means a meeting of Members convened under **rule 13**.

**Special Resolution** means a special resolution passed in accordance with the Act. Where the Act provides for a Member vote less than 75% to pass a special resolution, the Club requires a Member vote of at least 75% of the formal votes cast for or against the resolution. Abstentions, blank votes, and informal votes are not counted as votes cast and do not affect the calculation.

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

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

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

## 5.2 *Interpretation*

In this Constitution:

- (a) A reference to a rule, regulation, schedule or annexure is to a rule, regulation, schedule or annexure of, or made under, this Constitution;
- (b) Words importing the singular include the plural and vice versa;
- (c) Words importing any gender include the other genders;
- (d) Headings are for convenience only and shall not be used for interpretation;
- (e) Words or expressions shall be interpreted in accordance with the provisions of the Act as they vary from time to time;

- (f) References to persons include natural persons, corporations and bodies politic, and any legal personal representatives, successors and permitted assigns of that person;
- (g) Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act.
- (h) A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- (i) Expressions referring to "writing" shall unless the contrary intention appears, be construed as including references to printing, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

### **5.3 Enforceability**

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

## **6. STATUS AND COMPLIANCE OF CLUB**

### **6.1 Recognition of Club**

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

### **6.2 Compliance of Club**

The Members acknowledge and agree the Club shall:

- (a) be or remain incorporated in New South Wales;
- (b) be or remain affiliated to the Branch and SLSNSW;
- (c) be or remain registered as a registered charity with the Australian Charities and Not-for-Profit Commission;
- (d) appoint a Delegate annually to represent the Club at general meetings of the Branch;
- (e) 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;

- (f) forward to the Branch and SLSNSW a copy of its constituent documents and details of its Directors as and when they change or are amended;
- (g) 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;
- (h) apply its property and capacity solely in pursuit of the Objects and surf lifesaving;
- (i) do all that is reasonably necessary to enable the Objects to be achieved;
- (j) 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;
- (k) expressly comply with rule 6 of the SLSNSW constitution in respect of patrol hours;
- (l) at all times act on behalf of and in the interests of surf lifesaving; and
- (m) by, adopting the objects of SLSNSW, abide by the SLSNSW constitution.

### **6.3 Operation of Constitution**

The Club and the Members acknowledge and agree:

- (a) that they are bound by this Constitution and that this Constitution, operates to create uniformity in the way in which the Objects and surf lifesaving are to be conducted, promoted, encouraged, advanced and administered at Wanda beach;
- (b) to ensure the maintenance and enhancement of surf lifesaving, its standards, quality and reputation for the benefit of surf lifesaving;
- (c) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of surf lifesaving and its maintenance and enhancement;
- (d) to promote the economic and community services success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects;
- (e) to act in the interests of surf lifesaving;
- (f) where the Club considers or is advised that a Member has allegedly:
  - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the By-Laws, or any resolution or determination of the Club; or
  - (ii) acted in a manner prejudicial to the Objects and interests of the Club and/or surf lifesaving; or
  - (iii) brought themselves, the Club, any Surf Life Saving Club or surf lifesaving (including the Branch, SLSNSW and/or SLSA) into disrepute;

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

- (g) that the Club shall be represented by the President who shall have the right to (on behalf of the Club):
- (i) be present at SLSNSW Annual General Meetings, and Special General Meetings; and
  - (ii) vote on the election of SLSNSW Elected Directors in accordance with the SLSNSW constitution; and
  - (iii) be present at the Branch Council Meetings, Branch Annual General Meetings, and Special General Meetings; and
  - (iv) vote on the election of the Branch Elected Directors in accordance with the Branch constitution.

## 7. CLUB'S CONSTITUTION

### 7.1 *Constitution of the Club*

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

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

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

### 7.2 *Operation of the Branch and SLSNSW constitutions*

- (a) The Club will take reasonable steps to ensure its Constitution is in conformity with the Branch and SLSNSW constitutions at least to the extent set out in **rule 7.1** and in respect of those matters set out in **rule 7.1** shall take reasonable steps to see this Constitution is amended in conformity with future amendments made to the Branch, SLSNSW and SLSA constitutions, subject to any prohibition or inconsistency in the Act or objection by the Members.
- (b) The Club shall provide to the Branch and SLSNSW a copy of its Constitution and all amendments to this document.
- (c) Neither the Club nor any Member (in this clause each is referred to as a **Participant**) shall participate in any surf lifesaving related carnival, competition, special event or activity conducted by or on behalf of any outside person or organisation (each is referred to as an **Outside Event**) unless the Participant is satisfied, acting reasonably, that the Outside Event complies with the law and will apply good safety practices.

- (d) In the event of any conflict or inconsistency between this Constitution, and the By-Laws, and the Branch or SLSNSW or SLSA constitution and regulations or by-laws, then this constitution and by-laws and regulations prevail to the extent of that conflict over the provisions of the Branch, SLSNSW and SLSA constitutions. In the event of any conflict or inconsistency between this Constitution and the By-Laws, this Constitution prevails to the extent of that conflict or inconsistency.

### **7.3 ACNC Act**

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

### **7.4 Alteration of Constitution**

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

## **8. MEMBERSHIP OF CLUB**

### **8.1 Minimum Number of Members**

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

### **8.2 Categories of Member**

The Member categories are:

- (a) Junior membership;
- (b) Active membership;
- (c) Associate membership;
- (d) Honorary and Service membership(s).

### **8.3 Sub-categories of Membership**

The sub-categories of membership are outlined below. Each sub-category has allowances, obligations and/or restrictions which apply to Members assigned to the respective sub-category. Rights to receive notices, speak at, and vote at General Meetings are in relation to **clauses 13, 14, 15 and 16** of this constitution:

	Category	Sub-Category	Description
1.	Junior	Junior Activity Member	<p>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.</p> <p>This member category is open to new and renewing members.</p> <p>This member category is NOT entitled to receive notice of General Meetings.</p> <p>This member category is NOT entitled to speak at General Meetings.</p> <p>This member category does NOT have club voting rights.</p> <p>This member category CANNOT be elected to the Club's Board.</p>
2.	Junior	Cadet Member (Aged 13-15)	<p>Shall be a person who shall be a minimum age of thirteen (13) years up to a maximum age of fifteen (15) years and such person shall be required to obtain the Surf Rescue Certificate or have passed an annual skills maintenance test for the Surf Rescue Certificate<sup>^</sup>.</p> <p>This member category is open to new and renewing members.</p> <p>This member category is NOT entitled to receive notice of General Meetings.</p> <p>This member category IS entitled to speak at General Meetings.</p> <p>This member category does NOT have club voting rights.</p> <p>This member category CANNOT be elected to the Club's Board.</p> <p><i><sup>^</sup>Note: A Cadet Member who has not completed their annual skills maintenance test by the 31st of December in each membership year shall have their membership placed on hold until they have completed their annual skills maintenance test. They will not be entitled to any benefits of membership other than insurance and the use of club equipment to the extent needed for the sole purpose of, preparing for, and completing their annual skills maintenance test. Should they not successfully complete the skills maintenance test by the end of the membership year their membership shall cease.</i></p>

	<b>Category</b>	<b>Sub-Category</b>	<b>Description</b>
3.	Junior	Inclusive/Adaptive Program Participant	<p>Shall be a Member aged five (5) years or over enrolled in a program which has adapted the curriculum to the needs of the participants.</p> <p>This member category is open to new and renewing members.</p> <p>This member category is NOT entitled to receive notice of General Meetings.</p> <p>Members in this member category under the age of thirteen (13) are NOT entitled to speak at General Meetings. Members in this member category thirteen (13) and over ARE entitled to speak at General Meetings.</p> <p>This member category does NOT have club voting rights.</p> <p>This member category CANNOT be elected to the Club's Board.</p>

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	Category	Sub-Category	Description
4.	Active	Active Member (Aged 15-18), Active Member Aged (18+)	<p>Shall be a Bronze Medallion holder and fulfil patrol and Club obligations, as provided by SLSA, the Club constitution and Club Regulations.</p> <p>The member must successfully complete an annual skills maintenance test unless the Member has obtained their Bronze Medallion in that season<sup>^</sup>.</p> <p>This member category is open to new and renewing members.</p> <p>This member category IS entitled to receive notice of General Meetings.</p> <p>This member category IS entitled to speak at General Meetings.</p> <p>This member category DOES have club voting rights.</p> <p>Subject to the member being eighteen (18) years of age or over, this member category CAN be elected to the Club's Board.</p> <p><i><sup>^</sup>Note: An Active Member who has not completed their annual skills maintenance test by the 31st of December in each membership year shall have their membership placed on hold until they have completed their annual skills maintenance test. They will not be entitled to any benefits of membership other than insurance and the use of club equipment to the extent needed for the sole purpose of, preparing for, and completing their annual skills maintenance test. Should they not successfully complete the skills maintenance test prior to the end of the membership year their membership shall cease.</i></p>
5.	Active	Reserve Active Member	<p>May be granted by the Club to Active Patrol Members who have satisfactorily completed (from the gaining of the Bronze Medallion) at least eight (8) years of patrol and Club obligations as provided by SLSA, the Club constitution and Club By-Laws #**.</p> <p>Reserve Active Membership shall not be automatic but shall be granted by resolution of the Board.</p> <p>Reserve Active Members shall perform a minimum number of hours of patrol service as required by the Club, as defined in the Club's By-Laws, and further patrol duties at the discretion of the Club/s management or as required by SLSA.</p> <p>Reserve Active Members shall complete the annual skills maintenance test<sup>^</sup>.</p>

	Category	Sub-Category	Description
			<p>This member category is NOT open to new members. It must be granted by the Club's Board of Directors to existing Active Patrol Members or be a renewing existing Active Reserve Member.</p> <p>This member category IS entitled to receive notice of General Meetings.</p> <p>This member category IS entitled to speak at General Meetings.</p> <p>This member category DOES have club voting rights.</p> <p>This member category CAN be elected to the Club's Board.</p> <p><i>^Note: A Reserve Active Member who has not completed their annual skills maintenance test by the 31st of December in each membership year shall have their membership placed on hold until they have completed their annual skills maintenance test. They will not be entitled to any benefits of membership other than insurance and the use of club equipment to the extent needed for the sole purpose of, preparing for, and completing their annual skills maintenance test. Should they not successfully complete the skills maintenance test prior to the end of the membership year their membership shall cease.</i></p> <p><i>*Note: At the discretion of the Board, Reserve Active membership may be granted under exceptional circumstances to Active Patrol Members irrespective of years of service.</i></p> <p><i>#Note: Members from other Affiliated SLSA clubs who meet the Club's criteria for Reserve Active Membership may apply for Reserve Active Membership of the Club. It is at the discretion of the Board to approve such an application</i></p> <p><i>+ Note: The Board may define additional requirements for the granting of this membership category. Any such additional requirements will be documented in the By-Laws.</i></p>

	Category	Sub-Category	Description
6.	Active	Award Member	<p>May be granted by the Club to persons over the age of thirteen (13) years who hold one or more SLSA awards other than, a Surf Rescue Certificate or Bronze Medallion, that qualifies them to undertake patrols within the ability of their qualifications (e.g., may include awards like, Radio Award/s, Resuscitation Certificate, Advanced Resuscitation Certificate, Advanced Resuscitation Techniques, First Aid Certificate (or equivalent), or UAV pilot (who must be over the age of 16 years), etc).</p> <p>Such members are required to fulfil patrol (within the ability of their qualifications) and Club obligations, as provided by SLSA, the Club constitution and Club By-Laws.</p> <p>To the extent the Member's Award requires them to complete an annual skills maintenance test to remain current, the Member must successfully complete an annual skills maintenance test unless the Member has obtained their Award in that season^.</p> <p>This member category is open to new and renewing members.</p> <p>This member category IS entitled to receive notice of General Meetings.</p> <p>This member category IS entitled to speak at General Meetings.</p> <p>This member category DOES have club voting rights.</p> <p>This member category CAN be elected to the Club's Board.</p> <p><i>^Note: An Award Member who has not completed their annual skills maintenance test by the 31st of December in each membership year shall have their membership placed on hold until they have completed their annual skills maintenance test. They will not be entitled to any benefits of membership other than insurance and the use of club equipment to the extent needed for the sole purpose of, preparing for, and completing their annual skills maintenance test. Should they not successfully complete the skills maintenance test prior to the end of the membership year their membership shall cease.</i></p>

	Category	Sub-Category	Description
7.	Associate	Associate Member	<p>May be granted by the Club to persons 35 years of age or older who may or may not hold an SLSA Award.</p> <p>This member category is open to new and renewing members.</p> <p>This member category IS entitled to receive notice of General Meetings.</p> <p>This member category IS entitled to speak at General Meetings.</p> <p>This member category does NOT have Club voting rights, UNLESS, they had been an Associate Member of the Club prior to 1 August 2018 AND maintained continuous membership of the Club since that date in which case the Member DOES have voting rights.</p> <p>This member category CAN be elected to the Club's Board.</p>
8.	Associate	Probationary Member	<p>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 membership by the Club.</p> <p>This member category is open to new members only.</p> <p>This member category is NOT entitled to receive notice of General Meetings.</p> <p>This member category is NOT entitled to speak at General Meetings.</p> <p>This member category does NOT have club voting rights.</p> <p>This member category CANNOT be elected to the Club's Board.</p> <p>This member category is NOT eligible for Life Membership of the Club.</p> <p><i>Note: Probationary Members are not Individual Members for the purposes of <b>clauses 10 and 13</b> of the SLSA Constitution.</i></p>

	Category	Sub-Category	Description
9.	Associate	General Member	<p>May be granted by the Club to persons who may or may not hold an SLSA award.</p> <p>This member category is NOT open to new members. This category of membership is only open to existing Members who had been an Auxiliary and/or Ladies Auxiliary Member of the Club prior to 1 August 2018 AND maintained continuous membership of the Club and/or subcommittee since that date.</p> <p>For Members in this category, their service reference date (i.e., date joined) of the Club is recognised as the EARLIER OF, the date at which they originally became an Auxiliary member; OR the date at which they originally became a Ladies Auxiliary member; OR the date at which they joined the Club.</p> <p>This member category IS entitled to receive notice of General Meetings.</p> <p>This member category IS entitled to speak at General Meetings.</p> <p>This member category DOES have club voting rights.</p> <p>This member category CAN be elected to the Club's Board.</p>

	Category	Sub-Category	Description
10	Associate	Leave Restricted	<p>May be granted by the Club to members requesting absence away from the Club and club duties for a period of time (e.g. study, work, pregnancy, travel, military deployment etc) ^.</p> <p>This member category is NOT open to new members. It must be granted by the Club's Board of Directors to existing Members or be a renewing existing Leave Restricted Member.</p> <p>This member category IS entitled to receive notice of General Meetings.</p> <p>This member category IS entitled to speak at General Meetings.</p> <p>This member category does NOT have Club voting rights UNLESS, the Member was an Active Patrol Member, Active Reserve Member or Award Member prior to being granted leave AND the reason for their leave is due to active military deployment as part of the Australian Defence Forces in which case the Member DOES have voting rights.</p> <p>This member category CANNOT be elected to the Club's Board.</p> <p><i>^ Note: The Board may define additional requirements for the granting of this membership category. Any such additional requirements will be documented in the By-Laws.</i></p>
11	Associate	Nipper Parent	<p>Shall be a member of the Club who is a nipper parent or guardian who holds no other Awards that would deem them to be in the Active Patrol Member or Award category.</p> <p>This member category is open to new and renewing members.</p> <p>This member category is NOT entitled to receive notice of General Meetings.</p> <p>This member category IS entitled to speak at General Meetings.</p> <p>Other than to vote for the Junior Activities Group committee this member category does NOT have club voting rights.</p> <p>This member category CANNOT be elected to the Club's Board.</p>

	Category	Sub-Category	Description
12	Honorary and Service Membership	Long Service Member	<p>May be granted by the Club to Members who have satisfactorily completed (from the gaining of the Bronze Medallion or in the case of Award Members their relevant Award) ten (10) years active service or to Members who have completed eight (8) years active service plus four (4) years reserve active service ^ #.</p> <p>Such Members will be exempted from all patrol service Obligations.</p> <p>This member category is NOT open to new members. It must be granted by the Club's Board of Directors to existing Active Patrol Members, Active Reserve Members, Award Members or be a renewing existing Long Service Member *.</p> <p>This member category IS entitled to receive notice of General Meetings.</p> <p>This member category IS entitled to speak at General Meetings.</p> <p>This member category DOES have club voting rights.</p> <p>This member category CAN be elected to the Club's Board.</p> <p><i>* Note: Members from other Affiliated SLSA clubs who meet the Club's criteria for Long Service Membership may apply for Long Service Membership of the Club. It is at the discretion of the Board to approve such an application.</i></p> <p><i>#Note: At the discretion of the Board, Long Service membership may be granted under exceptional circumstances to Active Patrol Members, Active Reserve Members and Award Members irrespective of years of service.</i></p> <p><i>^ Note: The Board may define additional requirements for the granting of this membership category. Any such additional requirements will be documented in the By-Laws.</i></p>

	<b>Category</b>	<b>Sub-Category</b>	<b>Description</b>
13	Honorary and Service Membership	Honorary Member	<p>May be granted by the Club to persons who may or may not hold an SLSA Award.</p> <p>This member category is exempt from annual membership fees.</p> <p>This member category is NOT open to new members. It shall only be offered and granted by the Board. The granting of this membership category is valid for the current membership year only and must be re-granted by the Board of Directors annually.</p> <p>No more than forty (40) individuals may hold this member category at one time.</p> <p>This member category is NOT entitled to receive notice of General Meetings.</p> <p>This member category IS entitled to speak at General Meetings.</p> <p>This member category does NOT have club voting rights.</p> <p>This member category CANNOT be elected to the Club's Board.</p> <p>This member category is NOT eligible for Life Membership of the Club.</p>

	<b>Category</b>	<b>Sub-Category</b>	<b>Description</b>
14	Honorary and Service Membership	Life Member	<p>May be granted by the Club to Members who have rendered distinguished, or special service as provided for in the Club's constitution under <b>rule 8.8</b>.</p> <p>This member category is exempt from annual membership/Annual Subscription fees as described in <b>clause 9</b>.</p> <p>This member category is NOT open to new members. It must be granted by the Club's Members per the Club's Constitution or be a renewing Life Member.</p> <p>This member category IS entitled to receive notice of General Meetings.</p> <p>This member category IS entitled to speak at General Meetings.</p> <p>This member category DOES have club voting rights.</p> <p>This member category CAN be elected to the Club's Board.</p>

	<b>Category</b>	<b>Sub-Category</b>	<b>Description</b>
15	Honorary and Service Membership	Auxiliary Life Member	<p>A recognition that is no longer awarded but was previously granted to Auxiliary (formerly Ladies) Members who had rendered distinguished, or special service to the Auxiliary Sub Committee of the Club. The award is relevant to the Club only.</p> <p>This member category is exempt from annual membership/Annual Subscription fees as described in <b>clause 9</b>.</p> <p>This member category is NOT open to new members.</p> <p>For Members in this category, their service reference date (i.e., date joined) of the Club is recognised as the EARLIER OF, the date at which they originally became an Auxiliary member; OR the date at which they originally became a Ladies Auxiliary member; OR the date at which they joined the Club.</p> <p>This member category IS entitled to receive notice of General Meetings.</p> <p>This member category IS entitled to speak at General Meetings.</p> <p>This member category DOES have club voting rights.</p> <p>This member category CAN be elected to the Club's Board.</p>

	Category	Sub-Category	Description
16	Honorary and Service Membership	JAG Life Member	<p>A recognition that is no longer awarded but was previously granted to JAG Members who had rendered distinguished, or special service to the JAG Sub Committee of the Club. The award is relevant to the Club only.</p> <p>This member category is exempt from annual membership/Annual Subscription fees as described in <b>clause 9</b>.</p> <p>This member category is NOT open to new members.</p> <p>For Members in this category, their service reference date (i.e., date joined) of the Club is recognised as the EARLIER OF, the date at which they originally became a JAG member; OR the date at which they joined the Club.</p> <p>This member category IS entitled to receive notice of General Meetings.</p> <p>This member category IS entitled to speak at General Meetings.</p> <p>This member category DOES have club voting rights.</p> <p>This member category CAN be elected to the Club's Board.</p>

#### **8.4 Application for Membership**

An application for membership by an individual must be:

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

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

- (a) The Club may, acting reasonably and in good faith, accept or reject an application whether the applicant has complied with the requirements in **rule 8.3** or not and shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Club accepts an application the applicant shall, subject to notification to the Branch and SLSNSW, 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 and there is no right of appeal.

### **8.6 Renewal of Membership**

- (a) Members must re-apply annually for renewal of membership of the Club in accordance with the procedures set down by the Club from time to time. Except for Life Members, **Rule 8.4** applies to applications for renewal of membership.
- (b) Upon re-application a Member must provide details of any change in their personal details, and any other information reasonably required by the Club.

### **8.7 Membership Transitional Arrangements**

Notwithstanding any other rule of this Constitution, the transitional arrangements in **rule 36** shall apply to the continuation of membership from the date of adoption of this Constitution.

### **8.8 Life Members**

- (a) Life Membership may be conferred on any living Member (except for an Honorary Member) who, as a minimum requirement, has:
  - (i) displayed exceptional bravery in attempting to save a life provided such actions have been recognised by the SLSA Meritorious Awards Committee; AND / OR
  - (ii) been a Member for a minimum period of fifteen (15) years AND has performed **exceptional, significant AND exemplary** voluntary (unpaid) service for the Club for a period not less than ten (10) years.
- (b) Nominations for Life Membership shall be signed by two Members and be in writing.
- (c) Nominations must be lodged with the Director of Administration no less than sixty (60) days before the AGM.
- (d) Where a nomination is received, 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.
- (e) The Life Membership and Honours Committee shall assess the nomination against the criteria as defined in **Rule 8.8(a)**. The Committee shall inform the Director of Administration of its recommendation in writing, within seven (7) days of their meeting.
- (f) In undertaking **rule 8.8(e)** the Life Membership and Honours Committee shall be guided in their interpretation of **Rule 8.8(a)** by a Terms of Reference that may be updated from time-to-time and approved by the Board. The Terms of Reference shall provide indicators that are supportive and not supportive of meeting **Rule 8.8(a)** and will be developed and updated based on historical precedence and

contemporary needs. The approved Terms of Reference, as updated from time-to-time, will be available to Members.

- (g) On receipt of the Life Membership Honours Committee recommendation, the Director of Administration shall table the nomination and the Life Membership and Honours Committee recommendation 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.
- (h) The Board will vote to recommend the Member be made a Life Member. In doing so, The Board is entitled to consider the recommendation of the Life Membership and Honours Committee however the Board is not obligated to follow the recommendation. If the outcome of the Board's vote, which should be decided by a Majority, is to recommend the Member be made a Life Member, the Board shall then:
  - (i) recommend to a 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 General Meeting; or
  - (ii) 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 **rule 15.1** has been followed.
- (i) The General Meeting may approve the nomination(s) by a 75% Majority.
- (j) A Member may accept or reject the Club's resolution to confer life membership. Upon acceptance, the Member's details shall be entered upon the register, and from the date of the General Meeting the Member shall be a Life Member.

### **8.9 Effect of Membership**

- (a) Members acknowledge and agree that:
  - (i) this Constitution constitutes a contract between each of them and the Club and that they are bound by this Constitution and the By-Laws;
  - (ii) they shall comply with and observe this Constitution, the By-Laws and the Branch, SLSNSW and SLSA constitutions and regulations;
  - (iii) by submitting to this Constitution and the By-Laws they are subject to the jurisdiction of the Club, Branch, SLSNSW and SLSA;
  - (iv) this Constitution and By-Laws are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Surf Life Saving as a community service;
  - (v) neither membership of the Club nor this Constitution gives rise to:
    - (A) any proprietary right of Members in, to or over the Club or its property or assets; or
    - (B) with the exception of Life Members, any automatic right of a Member to renewal of their membership of the Club; or

- (C) subject to the Act and the Club acting in good faith, the right of Members to natural justice, unless expressly provided for in this Constitution; and
- (vi) they are entitled to all benefits, advantages, privileges and services of their membership as determined by the Board.
- (b) A right, privilege or obligation of a person by reason of their membership of the Club:
  - (i) is not capable of being transferred or transmitted to another person; and
  - (ii) terminates upon the cessation of membership whether by death, refusal, resignation or otherwise.
- (c) In the event of any conflict or inconsistency between this Constitution, and the By-Laws, and the Branch or SLSNSW or SLSA constitution and regulations or by-laws, then this Constitution and By-Laws and regulations prevail to the extent of that conflict over the provisions of the Branch, SLSNSW and SLSA constitutions. In the event of any conflict or inconsistency between this Constitution and the By-Laws, this Constitution prevails to the extent of that conflict or inconsistency.

#### **8.10 Liability of Members**

The liability of the Members of the Club is limited.

#### **8.11 50+ Year Members**

- (a) A Member who has been a Member in any sub-category for fifty (50) or more consecutive years is recognised with the Designation of "50+ Year Member".
- (b) The 50+ Year Member Designation is not a Member Sub-Category and the Member maintains their existing Member Sub-Category.
- (c) The designation entitles the Member to recognition for their long-standing membership along with other Member entitlements as specified in this Constitution.
- (d) The Board may provide additional entitlements, over and above those identified in this Constitution. To the extent the Board provides additional entitlements they will be defined in the By-Laws.

### **9. SUBSCRIPTIONS AND FEES**

- (a) The Annual Subscription and any other fees or levies payable by Members for each category 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. Notwithstanding this, Life Members, Auxiliary Life Member, JAG Life Member and 50+ year Members shall be exempt from Annual Subscription fees.
- (b) The Board is empowered to prevent any Member, other than Life Members, Auxiliary Life Member, JAG Life Member and 50+ year Members, whose Annual Subscription or any other fees are in arrears from exercising the whole or any of the rights or privileges of membership of the Club, including but not limited to the right to vote at General Meetings. There is no right of appeal where the Board exercises its rights under this **rule 9(b)**.

## 10. REGISTERS

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

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

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

### 10.2 *Use of SurfGuard*

SurfGuard, or its equivalent or replacement system used by SLSA as notified from time-to-time, shall be used as the Register of Members.

### 10.3 *Changes to Member Details*

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

### 10.4 *Inspection of Register*

Inspection of the Register will only be available as required by the Act and under **rule 35(b)** with prior approval of the Board.

### 10.5 *Use of Register*

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

## 11. DISCONTINUANCE OF MEMBERSHIP

### 11.1 *Discontinuance by Notice of Resignation*

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

### 11.2 *Discontinuance by Breach*

- (a) With the exception of Life Members, Membership of the Club may be discontinued by the Board upon breach of any clause of this Constitution, including but not limited to the failure to pay any monies owed to the Club, failure to comply with the By-Laws or any resolution or determination made or passed by the Board or any duly authorised committee.
- (b) Subject to this Constitution, Membership shall not be discontinued by the Board under **rule 11.2(a)** without the Board first giving the accused Member the opportunity to explain the breach and/or remedy the breach. The accused Member shall be granted seven days' notice of their right to appear and be heard by the Board to explain the breach and/or remedy the breach.

- (c) Where a Member fails, in the Board's view to adequately explain or remedy the breach, that Member's membership may be discontinued under **rule 11.2(a)** by the Club giving written notice of the discontinuance.
- (d) Any Member's membership that is discontinued under **rule 11.2(a)** shall have the right to appeal the discontinuance under the SLSA regulations as amended from time to time.

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

- (a) A Member is taken to have resigned if:
  - (i) the Member's annual subscription is outstanding after 30 October annually; or
  - (ii) with the exception of Life Members, Auxiliary Life Member, JAG Life Member and 50+ year Members, if no annual subscription is payable:
    - (A) the Club has made a written request to the Member to confirm that he or she wishes to remain a Member; and
    - (B) the Member has not, within three months after receiving that request, confirmed in writing that he or she wishes to remain a Member.
- (b) Should a sufficient explanation be made to the Board for the failure to pay subscription or reason for not responding to a request, the Board shall have the power to restore the Membership upon payment of the amount due (if any).

### **11.4 Resignation by Failure to Re-Apply**

- (a) If a Member has not re-applied for Membership with the Club by the 31st of October, that Member's membership will be deemed to have ceased from that time.
- (b) The Club will ensure that Life Member renewals are completed each year. The failure of the Club to undertake this obligation will not impact the Life Member's membership of the Club under **Rule 11.4(a)**.

### **11.5 Amendment to the Register**

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

### **11.6 Forfeiture of Rights**

A Member who ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Club and its property and shall not use any surf lifesaving equipment or other property of the Club including Intellectual Property. Any Club documents, records or other property in the possession, custody or control of that Member shall be returned to the Club immediately.

### **11.7 Membership May be Reinstated**

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

### **11.8 Refund of Membership Fees**

Membership fees or subscriptions paid by the discontinued Member will not be refunded to the Member upon discontinuance.

### **11.9 Revocation of Life Membership**

- (a) A Life Membership award may be revoked if:
- (i) 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. A proposal for the revocation of a Life Membership shall:
- (i) be in writing; and
  - (ii) state the reason for the proposed revocation; and
  - (iii) be signed by two Members; and
  - (iv) be lodged with the Director of Administration.
- (c) 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 within ten (10) days, setting out:
- (i) the details of the Proposal for Revocation (as applicable).
  - (ii) 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
  - (iii) that the Member may:
    - a. attend and speak at the Board Meeting referred to therein;
    - b. 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 considers significant; and
- that the Member is entitled to have in attendance legal representation or a support person.
- (d) At a Board Meeting where a Proposal for Revocation is considered, the Board may, by 75% Majority, recommend that the Proposal for Revocation be presented to a 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.
- (e) If the Board approves the Proposal for Revocation and refers their decision to a General Meeting, the relevant Member will be informed and will be entitled to legal representation or a support person in attendance at the General Meeting. Club Members may approve or disapprove the Proposal for Revocation of Life Membership by 75% Majority.

- (i) Should the General Meeting approve the Proposal for Revocation of Life Membership the Member's membership category will revert to the member category that reflects the membership category they held directly prior to elevation to Life Member effective from the date of the General Meeting. Should that member category no longer exist or no longer be suitable for the Member, the Board shall determine which member category to apply. The Board may then choose to exercise its discretion under **Rule 11.2**.
  - (ii) A Member who has previously been a Life Member and has had it revoked under **rule 11.9** cannot be renominated for Life Membership.
  - (iii) Should the General Meeting decline the Proposal for Revocation of Life Membership no action will be taken against the Member. The Members proposing the Proposal for Revocation, the Club, Board and Members have no right of appeal.
- (f) 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. The Members proposing the Proposal for Revocation, the Club, Board and Members have no right of appeal.

#### **11.10 Resignation of Life Membership**

- (a) A Life Member may resign in writing to the Director of Administration.
- (b) On receipt of a Life Member's resignation, the President shall meet with the Life Member within seven (7) days to discuss the resignation.
- (c) No earlier than seven (7) days post the Member meeting with the President (**rule 11.10(b)**), should the Member still wish to resign as a Life Member, they will notify the President in writing, their membership category will revert to the member category that reflects the membership category they held directly prior to elevation to Life Member effective from the date of the Member's resignation in **rule 11.10(a)**. Should that member category no longer exist or no longer be suitable for the Member, the Board shall determine which member category to apply at their sole discretion.
- (d) The Member having formalised their resignation of Life Membership under **rule 11.10(c)**, may, should they wish, then resign from the Club under **rule 11.1**.
- (e) Subject to the Member having not formalised their resignation of Life Membership under **rule 11.10(c)**, at any time post the Member meeting with the President (**rule 11.10(b)**), the Member may withdraw their resignation issued under **rule 11.10(a)** in writing.
- (f) A Member who has previously been a Life Member and resigns their Life Membership under **rule 11.10** cannot be renominated for Life Membership.

## **12. GRIEVANCES, JUDICIAL AND DISCIPLINE**

The Club adopts the grievances, judicial and discipline processes in relevant SLSA policies and regulations as amended from time to time.

### 13. ANNUAL GENERAL MEETINGS

An Annual General Meeting (AGM) is a type of General Meeting. The rules in this **clause 13** are incremental to the General Meeting rules as outlined in **clause 15**, **clause 16** and **clause 17**.

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

- (a) The Club shall convene and hold an AGM of its Members annually within six months after the end of the financial year and in accordance with the Act.
- (b) The AGM shall, subject to the Act and to **rule 13.1(a)**, be convened at a time, date and venue to be determined by the Board.

#### 13.2 *Business*

- (a) In addition to any business required to be transacted at the AGM under the Act, the business of the AGM shall include;
  - (i) Welcome of Guests, Visitors and Members
  - (ii) Lifesavers Prayer
  - (iii) Apologies
  - (iv) Confirmation of the Minutes of the prior Annual General Meeting and any recent General Meetings
  - (v) Correspondence
  - (vi) Business Arising
  - (vii) Notice of Motions of which due notice has been given
  - (viii) Presentation of Awards and Honours
  - (ix) Presentation, Discussion and Adoption of the Annual Report
  - (x) Consideration of accounts and reports of the Board and auditors
  - (xi) Consideration and where agreed, adoption of the Audited Financial Report
  - (xii) Election of Directors under this Constitution
  - (xiii) Motion for affiliation with the Branch, SLSNSW and SLSA
  - (xiv) Appointment and fixing of the remuneration of the auditors
  - (xv) Any other business of which notice is given in accordance with this Constitution
  - (xvi) Urgent General Business

### **13.3 Additional Meetings**

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

## **14. SPECIAL GENERAL MEETINGS**

A Special General Meeting (SGM) is a type of General Meeting. The rules in this **clause 14** are incremental to the General Meeting rules as outlined in **clause 15, clause 16** and **clause 17**.

### **14.1 Special General Meetings May be Held**

The Board may, whenever it thinks fit, convene an SGM of the Club and, where, but for this clause more than 15 months would elapse between AGMs, shall convene an SGM before the expiration of that period.

### **14.2 Request for Special General Meetings**

- (a) The Board shall on the requisition in writing of forty (40) Members entitled to vote convene an SGM.
- (b) The requisition for an SGM shall:
  - (i) state the object(s) of the meeting; and
  - (ii) be signed by the Members making the requisition; and
  - (iii) be sent to the Club.

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

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

## **15. GENERAL MEETINGS**

### **15.1 Notice to be given for General Meetings**

- (a) Notice of every General Meeting shall be given to every Member entitled to receive notice per **rule 8.3** and this Constitution, at the address appearing in the Register kept by the Club. The auditor (if any) and Directors shall also be entitled to notice of every General Meeting, which shall be sent to their last notified address. No other person shall be entitled as of right to receive notices of General Meetings.
- (b) A notice of a General Meeting shall be in writing and shall specify the time, date and place of the meeting and shall state the business to be transacted at the meeting. Notice may be given in any form permitted under **rule 30**.

- (c) At least 21 days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
  - (i) the agenda for the meeting;
  - (ii) any nominations for candidates to be considered for election to the Board received under **rule 19.1**; and
  - (iii) any notice of motion received from Members under **rule 15.2(b)**; and
  - (iv) any nominations for candidates to be considered for elevation to Life Membership under **rule 8.8**.
- (d) The accidental omission to give any notice of any General Meeting to any Member shall not invalidate the meeting or any resolution passed at any such meeting.

### **15.2 Business of Meeting**

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

### **15.3 Quorum**

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

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

### **15.4 President to Chair**

- (a) The President shall, subject to this Constitution, preside as chairperson at every General Meeting except:
  - (i) In relation to any election for which the President is a nominee; or
  - (ii) where a conflict of interest exists.

- (b) Under **rule 15.4(a)(i)**, the Club Patron will be the Chair for the vote of the position of the President. If the Patron is not present, unable to or unwilling to Chair the vote for the position of the President then the Members shall appoint one of the Senior Vice Patrons to Chair the vote for the position of President. Should no Senior Vice Patrons be present, unable to, or unwilling to Chair the vote for the position of the President then the Members shall appoint a Member entitled to vote at the General Meeting as the Chair for the vote of the position of the President.
- (c) Under **rule 15.4(a)(ii)**, if the President is not present, or is unwilling, or unable to preside, the Members shall appoint one of the Directors to preside as chairperson for that meeting only. Should no Director be present, unable to, or unwilling to Chair the meeting then the Members shall appoint a Member entitled to vote at the General Meeting as the Chair for the meeting.

### **15.5 Chairperson May Adjourn Meeting**

- (a) The chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (b) When a meeting is adjourned for 30 days or more, a notice of the adjourned meeting shall be given as in the case of the original meeting.
- (c) Except as provided in **rule 15.5(b)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

### **15.6 Use of Technology**

- (a) A Member not physically present at a General Meeting is entitled to 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.
- (b) A Member participating in a General Meeting under **rule 15.6(a)** is taken to be present at the meeting and, if the Member being eligible to vote, votes at the meeting, is taken to have voted in person.

## **16. VOTING AT GENERAL MEETINGS**

### **16.1 Members Entitled to Vote**

- (a) Subject to any other provision of this Constitution, each category of membership that has a right to vote under **rule 8.3** shall be entitled to one vote at General Meetings.
- (b) Notwithstanding **rule 16.1(a)**, where the total number of Associate Members entitled to vote per **rule 8.3** exceeds twenty percent (20%) of Members present and entitled to vote, the number of Associate Members entitled to vote at that meeting shall represent twenty percent (20%) of the aggregate number of Members present and entitled to vote, with preference to vote given to the Associate Members based on the length of their membership with the Club.
- (c) Associate Members who are unable to vote at a General Meeting due to **rule 16.1(b)** remain entitled to speak at the General Meeting.

## **16.2 Voting Procedure**

- (a) Subject to this **rule 16**, votes at a General Meeting shall be given in person by those present and entitled to vote or digitally for those present under **rule 15.6**.
- (b) Subject to **rule 16.4**, all questions arising at a General Meeting shall be determined on a show of hands or in the case of Members present by virtue of **rule 15.6** the digital equivalent of a show of hands.
- (c) Notwithstanding any other rule in this Constitution, a vote, where the motion names a natural person and/or an alias of a natural person (e.g., a nomination for Life Member under **rule 8.8**, a nomination for Director under **rule 19.1(f)**, a Revocation of Life Membership under **rule 11.9**, a poll demanded under **rule 16.4**, or any other instance that may occur from time-to-time) the vote shall be conducted by secret ballot.

## **16.3 Recording of Determinations**

Unless a poll is demanded under **rule 16.4**, or **rule 16.2(c)** applies, a declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously or by a particular Majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Club shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

## **16.4 Where Poll Demanded**

- (a) A poll is a more formal basis of voting where Members vote using voting paper and/or electronic means rather than voting by a show of hands. A poll may be demanded for any resolution put to the vote of the meeting (before or on the declaration of the result of the show of hands) by:
  - (i) the chairperson; or
  - (ii) a Majority of Members.

Notwithstanding this rule, in applying this rule, **rule 16.2(c)** must be observed should the poll name a natural person.

- (b) If a poll is duly demanded under this **rule 16.4**, it shall be taken, subject to **rule 16.2(c)**, in such manner and either at once or after an interval or adjournment or otherwise as the chairperson directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

## **16.5 Casting Vote**

The chairperson shall have a casting vote at General Meetings.

## **16.6 Proxy Voting**

Proxy voting is not permitted at any General Meeting.

## **16.7 Postal voting**

No motion shall be determined by a postal vote.

## 17. MINUTES OF GENERAL MEETINGS

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

## 18. BOARD

The Board serves the Members.

### 18.1 Powers of Board

- (a) The affairs of the Club shall be managed by the Board constituted under **rule 18.2**.
- (b) Subject to this Constitution, the ACNC Act and the Act, the Board:
  - (i) shall control and manage the business and affairs of the Club;
  - (ii) may exercise all such powers and functions as may be exercised by the Club other than those powers and functions that are required by this Constitution to be exercised by the Members in a General Meeting; and
  - (iii) has power to perform all such acts and things as appear to the Board to be essential for the proper management of the business and affairs of the Club.
- (c) The Directors must comply with their duties as directors under legislation and common law (judge-made law), and with the duties described in governance standard 5 of the regulations made under the ACNC Act which are to:
  - (i) exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a director of the Club;
  - (ii) act in good faith in the best interests of the Club and to further the Objects;
  - (iii) not misuse their position as a Director;
  - (iv) not misuse information they gain in their role as a Director;
  - (v) disclose any perceived or actual material conflicts of interest in the manner set out in **rules 21.6, 21.7 and 21.8**;

- (vi) ensure that the financial affairs of the Club are managed responsibly; and
- (vii) not allow the Club to operate while it is insolvent.

## **18.2 Composition of Board**

- (a) The Board shall comprise<sup>1</sup>:
  - (i) Director of Administration;
  - (ii) Director of Commercial Services;
  - (iii) Director of Events;
  - (iv) Director of Finance;
  - (v) Director of Junior Activities Group;
  - (vi) Director of Lifesaving Services;
  - (vii) Director of Membership Services;
  - (viii) Director of Partnerships;
  - (ix) Director of Surf Sports; and
  - (x) President (who shall be a Director).

who must all be Members entitled to be elected to the Club's Board per **rule 8.3** and who shall be elected under **rule 19**.

- (b) Notwithstanding **rule 18.2(a)** and a Member's entitlement to be elected to the Board under **rule 8.3** and **rule 19.1(b)**, the following conditions apply to the election of Directors to the Board;
  - (i) The following positions must have held a Bronze Medallion<sup>2</sup>;
    - (A) President; and
    - (B) Director of Lifesaving Services.
  - (ii) No more than two (2) Associate Members, General Members, Auxiliary Life Members and JAG Life Members, in aggregate, can be a Director at the same time.
  - (iii) A Member may hold only one Director position at any given point in time.
  - (iv) The Member's membership application must have been accepted per **rule 8.5** or **rule 8.6(a)** to be elected a Director.

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<sup>1</sup> Director roles are listed alphabetically. The ordering should NOT be read to suggest a hierarchy or rank.

<sup>2</sup> There is no requirement for the Bronze Medallion to be current, solely, that the Member has previously been awarded a Bronze Medallion.

- (v) A Member must have paid their annual subscription (**clause 9**) to be elected a Director.

### **18.3 Board Appointed Director**

Where a Director position remains vacant after a General Meeting or is vacant by virtue of **rule 20.1** or **rule 20.2**, the Board may appoint a Member to the vacant position in accordance with **rule 8.3**, **rule 18.2** and **rule 20.3**.

### **18.4 Right to Co-Opt**

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

### **18.5 Appointment of Delegate**

The President will be the Delegate to attend general and other meetings of the Branch, SLSNSW and SLSA. Where the President is unable to fulfil the obligations of the Delegate, the Board shall, from amongst its Members, appoint a Delegate.

### **18.6 Transitional Arrangements**

Notwithstanding any other rule of this Constitution, the transitional arrangements set out in **rule 36** shall apply from the date of adoption of this Constitution.

### **18.7 Term of Office of Directors**

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

## **19. ELECTION OF DIRECTORS**

### **19.1 Nominations of Candidates**

- (a) The Club shall call for nominations for candidates for consideration for election to the Board not less than forty-two (42) days prior to the AGM. When calling for nominations the Club shall also provide details of the necessary qualifications and job description for the positions (if any). Qualifications and job descriptions shall be as determined by the Board from time to time.
- (b) Candidates must:
  - (i) be aged 18 years or over;
  - (ii) reside in Australia;
  - (iii) not be ineligible to be a Director under the *Corporations Act 2001 (Cth)* or the ACNC Act; and
  - (iv) be currently in good standing and financial with the Club both at the time of nomination and at the time of election.

- (c) Nominations of candidates for election as Directors shall be:
- (i) made in writing, signed by one Member and accompanied by the written consent of the nominee (which may be endorsed on the form of nomination); and
  - (ii) delivered to the Club not less than fourteen (14) days before the date fixed for the holding of the AGM.

The Club shall send the nominations to the Members entitled to receive notice under **rule 8.3** and **rule 15.1**.

- (d) If insufficient nominations are received to fill the available vacancy on the Board (i.e., the individual portfolio position as defined in **rule 18.2(a)**) the position will be deemed a casual vacancy under **rule 20.3**.
- (e) If only one (1) nomination is received for any individual portfolio position the candidate nominated shall, subject to declaration by the chairperson, be deemed to be elected; or
- (f) If there are two (2) or more nominations for an individual position, voting papers shall be prepared containing the names of the candidates in alphabetical order. This shall be repeated for each vacancy on the Board.

## **19.2 Voting Procedures**

Subject to **clause 16**, elections shall be conducted by such means as is prescribed by the Board.

## **20. VACANCY ON THE BOARD**

### **20.1 Grounds for Termination of Director**

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

- (a) ceases to be a Member;
- (b) dies;
- (c) becomes bankrupt or makes any arrangement or composition with their creditors generally;
- (d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (e) resigns from the Club in accordance with **rule 11.3** or is taken to have resigned from the Club under **rule 11.3**;
- (f) resigns their office in writing to the Club;
- (g) is absent from meetings of the Board held during a period of three months without having previously obtained leave of absence in accordance with **rule 21.5** or provided reasonable excuse for such absence;
- (h) without the prior consent or later ratification of the Members in General Meeting holds any office of profit under the Club;

- (i) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of his interest;
- (j) is removed from office in accordance with this Constitution;
- (k) has been expelled or suspended from membership (without further recourse under this Constitution or any of the Constitutions of the Branch, SLSNSW or SLISA);
- (l) in the opinion of the Board (but subject always to this Constitution):
  - (i) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Club; or
  - (ii) has brought themselves or the Club or surf lifesaving into disrepute; or
- (m) would otherwise be prohibited from being a director of a corporation under the *Corporations Act* or the ACNC Act.

## **20.2 Removal of Director**

- (a) The Club in a General Meeting may by Special Resolution remove any Director, before the expiration of their term of office and, subject to **rule 18.2**, appoint another Member entitled to hold office under **rule 8.3**, in their place to hold office until the expiration of the term of the first mentioned Director.
- (b) Where the Director to whom a proposed resolution referred to in **rule 20.2(a)** makes representations in writing to the President and requests that such representations be notified to the Members, the President may send a copy of the representations to each Member or, if they are not so sent, the Director may require that they be read out at the meeting, and the representations shall be so read.

## **20.3 Casual Vacancy**

In the event of a casual vacancy in the office of any Director, subject to **rule 8.3** and **rule 18.2**, the Board may appoint an eligible Member to the vacant office and the person so appointed may continue in office up to the conclusion of the AGM at which the term of the previous appointee would have expired.

## **21. QUORUM AND PROCEDURE AT BOARD MEETINGS**

### **21.1 Convening a Board Meeting**

- (a) The Board shall meet as often as is deemed necessary for the dispatch of business. Subject to this Constitution the Board may adjourn and otherwise regulate its meetings as it thinks fit.
- (b) Unless all Directors agree to hold a meeting at shorter notice either by agreement that is sufficiently evidenced in writing or by their presence, or in accordance with **rule 21.2**, not less than seven days written notice of Board meeting shall be given to each Director.
- (c) Written notice of each Board meeting, specifying the general nature of the time, date and place of the Board meeting and the business to be transacted, shall be served on each Director by:
  - (i) delivering it to that Director personally; or

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

in accordance with the Directors last notified contact details.

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

### **21.2 Urgent Board Meetings**

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

### **21.3 Quorum**

- (a) At meetings of the Board the number of Directors whose presence is required to constitute a quorum is greater than fifty percent (50%) of the Board positions (filled and unfilled).
- (b) No business shall be transacted unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same place and at the same hour of the same day in the following week, or any date, time and place determined by the President.
- (c) The Board may act notwithstanding any casual vacancy. However, if there are casual vacancies in the office of a Director such that the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Board, those Directors may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum.

### **21.4 Procedures at Board Meetings**

- (a) At meetings of the Board, the President shall chair the meeting. If the President is absent or unwilling to act, the Board shall appoint one of its Members to chair the meeting.
- (b) Questions arising at any meeting of the Board shall be determined on a show of hands, or if demanded by a Director, by a poll taken in such manner as the person presiding at the meeting may determine.
- (c) Questions arising at any meeting of the Board shall be decided by a Majority of votes and a determination of a Majority of Directors shall be deemed a determination of the Board. All Directors, including the chair of the meeting, shall have one vote on any question. The chair of the meeting may also exercise a casting vote where voting is equal.
- (d) Voting by proxy is not permitted at Board meetings.
- (e) A resolution in writing signed or assented to any form of electronic communication by all the voting Directors, shall be as valid and effectual as if it had been passed at

a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Directors.

- (f) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Directors may be held where one or more of the Directors is not physically present at the meeting, provided that:
- (i) all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication;
  - (ii) notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board;
  - (iii) in the event that a failure in communications prevents **rule 21.4(f)(i)** from being satisfied by that number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this rule to be held then the meeting shall be suspended until **rule 21.4(f)(i)** is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption the meeting shall be deemed to have terminated; and
  - (iv) any meeting held where one or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Director is there present and if no Director is there present the meeting shall be deemed to be held at the place where the President of the meeting is located.

#### **21.5 Leave of Absence**

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

#### **21.6 Material Personal Interests**

- (a) A Director who has a material personal interest in a matter being considered at a Board meeting must disclose the nature and extent of that interest to the Board.
- (b) A Director with such a material personal interest must not:
  - (i) be present while the matter is being considered at the meeting; and
  - (ii) must not vote on the matter.
- (c) Any declaration made or any general notice as aforesaid given by a Director under this **rule 21.6** must be recorded in the minutes of the relevant meeting.

#### **21.7 Financial Interest**

- (a) A Director is disqualified from:

- (i) holding any place of profit or position of employment in the Club, or in any company or incorporated Club in which the Club is a shareholder or otherwise interested; or
- (ii) contracting with the Club either as vendor, purchaser or otherwise;

except with express resolution of approval of the Board.

- (b) Any contract or arrangement in which any Director is in any way interested which is entered into by or on behalf of the Club without the approval of the Board, will be voided for such reason.
- (c) The nature of the financial interest of such Director must be declared by the Director at each and every meeting of the Board at which the contract or arrangement is being considered.
- (d) A notice that a Director is a Member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is insufficient declaration under **rule 21.7(c)** for such Director and the said transactions.
- (e) Any declaration made or any notice as aforesaid given by a Director in accordance with **rule 21.7** must be recorded in the minutes of the relevant meeting.

### **21.8 Conflicts**

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

## **22. DELEGATED POWERS**

### **22.1 Board May Delegate Functions**

- (a) The Board may, by instrument in writing, create, establish or appoint from amongst its own Members, or otherwise, special committees, sub-committees, working groups, individual officers and consultants to carry out such duties and functions, and with such powers, as the Board determines.
- (b) The Board may in the establishing instrument delegate such functions as are specified in the instrument, other than:
  - (i) this power of delegation; and
  - (ii) a function imposed on the Board by the Act or any other law, or this Constitution or by resolution of the Club in General Meeting.
- (c) At any time, the Board may by instrument in writing, revoke wholly or in part any delegation made under this clause and may amend or repeal any decision made by such body or person under this clause.

### **22.2 Exercise of Delegated Functions**

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

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

### **22.3 Procedure of Delegated Entity**

- (a) The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under **rule 21**.
- (b) The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the Board with details of all material decisions.
- (c) The entity shall also provide any other reports, minutes and information required by the Board.

### **22.4 Standing Committees**

- (a) The Club will have the following Standing Committees:
  - (i) Auxiliary Committee;
  - (ii) Constitution Committee;
  - (iii) Lifesaving and Education Committee;
  - (iv) Executive Committee;
  - (v) Finance and Compliance Committee;
  - (vi) Judiciary Committee;
  - (vii) Junior Activities Group Committee;
  - (viii) Life Member and Honours Committee;
  - (ix) Strategic Committee; and
  - (x) Surf Sports Committee.
- (b) Each Standing Committee is established as a permanent committee of the Club and continues unless this Constitution is amended;
- (c) The Board is responsible for determining, through the By-Laws, the composition, functions, powers, duties, and procedures of each Standing Committee;
- (d) A Standing Committee is taken to be a delegated entity for the purposes of **clause 22** and must exercise its functions in accordance with this Constitution, the By-Laws, and any directions of the Board;
- (e) Standing Committees must report to the Board in the manner and frequency specified by the Board or the By-Laws; and
- (f) Nothing in this **rule 22.4** limits the Board's power under **rule 22.1(a)** to establish additional committees, sub-committees or working groups that are not Standing Committees.

## 23. DUTIES

### 23.1 *General Duties*

- (a) As soon as practicable after being elected or appointed to the Board, each Director must become familiar with this Constitution and the Act.
- (b) The Board is collectively responsible for ensuring that the Club complies with the Act and that individual Directors comply with this Constitution.
- (c) The Board must ensure that the Club complies with all requirements in the Act regarding financial statements.

### 23.2 *Public Officer*

- (a) As per section 34 of the Act, the Club must have a Public Officer position appointed.
- (b) The Director of Administration is the Club's Public Officer under the Act. Should the Director of Administration be vacant or the Director of Administration is unable or unwilling to perform the duties of the Public Officer under the ACT, the Board will determine who will act as the Club's Public Officer under the Act. Such person shall be appointed by the Board for such term and upon such conditions as the Board thinks fit, provided that person is a Member and is entitled to be elected to the Club's Board under **rule 8.3**.
- (c) The Public Officer must give the Commissioner for Fair Trading notice of their appointment within 28 days after the appointment.
- (d) If the position of Public Officer becomes vacant, the Board must appoint a person to the position within 28 days after the vacancy arises.

## 24. MINUTES OF BOARD MEETINGS

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

## 25. BY-LAWS

### 25.1 *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 at Wanda beach as it thinks necessary or desirable. Such By-Laws must be consistent with the Constitution. Further, such By-Laws shall, unless determined otherwise by the Board in the interests of the Club, be consistent with the Branch Constitution, the SLSNSW Constitution, the SLSA Constitution and any regulations or policies or the Standard Operating Procedures made by the Branch, SLSNSW or SLSA. In the event of any conflict or inconsistency between the By-Laws and with the Branch, SLSNSW or SLSA

constitutions and/or regulations and or by-laws and/or operating procedures the By-Laws shall prevail to the extent of that conflict or inconsistency.

- (b) In the event of any conflict or inconsistency between this Constitution and the By-Laws, this Constitution prevails to the extent of that conflict or inconsistency.

### **25.2 By-Laws Binding**

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

### **25.3 By-Law Transitional Arrangements**

Notwithstanding any other rule of this Constitution, the transitional arrangements set out at **rule 36** shall apply from the date of adoption of this Constitution.

### **25.4 Notices Binding on Members**

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

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

### **26.1 Sources of Funds**

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

### **26.2 Club to Keep Records**

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

### **26.3 Board to Submit Accounts**

- (a) The Club's statements of account are required to be prepared as per the Charitable Fundraising Act 1991 and the ACNC Act.
- (b) The Board must ensure the Club's statements of account are audited prior to the Notice of the AGM being issued per **rule 15.1**.
- (c) At the AGM the statements of account and Auditor's Report must be presented to the Members.

### **26.4 Accounts Conclusive**

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

### 26.5 **Accounts to be Sent to Members**

The Board shall cause to be sent to all persons entitled to receive notice of AGMs in accordance with **rule 8.3**, **rule 15.1** and this Constitution, a copy of the statements of account, the Board's report, the full Auditor's report and every other document required under the Act (if any).

### 27. **APPLICATION OF INCOME**

- (a) The income and property of the Club shall be applied solely towards the promotion of the Objects.
- (b) No portion of the income or property of the Club shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member or Director.
- (c) Nothing in this **rule 27** shall preclude payment to a Member in good faith for expenses incurred or services rendered, including, but not limited to:
  - (i) any services actually rendered to the Club whether as an employee or otherwise;
  - (ii) goods supplied to the Club in the ordinary and usual course of operation;
  - (iii) interest on money borrowed from any Member;
  - (iv) rent for premises demised or let by any Member to the Club; or
  - (v) any out-of-pocket expenses incurred by the Member on behalf of the Club,
- (d) Provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

### 28. **NEGOTIABLE INSTRUMENTS**

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

### 29. **AUDITOR**

- (a) Where the Act requires financial statements to be either reviewed or audited, and under **rule 26.3(b)**, a properly qualified individual shall be appointed to ensure compliance with the Act, and the remuneration of such individual or company be fixed by the Board. The reviewer or auditor's duties shall be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with the *Corporations Act 2001* and the ACNC Act and generally accepted principles, and/or any applicable code of conduct. The reviewer or auditor may be removed by the Club in General Meeting.
- (b) The accounts of the Club shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each Financial Year.

**30. SERVICE OF NOTICES**

- (a) Notices may be given to any person entitled under this Constitution to receive any notice by sending the notice by post or by electronic mail, to the Member's registered address or electronic mail address. Notices may also be given personally to a Member.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected at the time the letter would have been delivered in the ordinary course of post.
- (c) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected by upon receipt of a confirmation report confirming the electronic mail message was received at the electronic mail address to which it was sent.
- (d) Where a notice is given personally service of the notice shall be deemed to be effected on the day it is given.

**31. COMMON SEAL**

- (a) In accordance with the Act (2009) the Club does not have a common seal.

**32. REGISTERED ADDRESS**

The registered address of the Club is:

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

**33. INDEMNITY**

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

**34. DISSOLUTION**

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

- (b) If the Club is wound up, the liability of the Members shall be limited to \$1. No other amount shall be payable by the Member.
- (c) Should the Club cease to function as a surf lifesaving Club, the Branch to which the Club is affiliated, shall stand possessed as trustee of all real and personal property of the Club. If failing to reform within a period of three (3) years, the Club shall be treated as defunct and, subject to applicable laws, its property both real and personal shall vest in the Branch absolutely. If the Club's property does not vest in the Branch, the Club must take all reasonable steps to facilitate the vesting of their property in the Branch.
- (d) Subject to **rule 34(c)**, if upon winding up or dissolution of the Club or upon revocation of its endorsement as a deductible gift recipient (if relevant) (whichever occurs first), there remains after satisfaction of all its debts and liabilities any surplus assets or property as follows:
  - (i) gifts of money or property for the objects of the Club;
  - (ii) contributions made in relation to an eligible fundraising event held for the objects of the Club; or
  - (iii) money received by the Club because of such gifts and contributions;

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

- (iv) having objects similar to the Objects; and
- (v) which prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Club by this Constitution; and
- (vi) which is charitable at law and to which income tax deductible gifts can be made.

Such organisations(s) will be determined by the Members at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of New South Wales or other Court as may have or acquire jurisdiction in the matter.

### **35. CUSTODY OF BOOKS AND OTHER DOCUMENTS**

- (a) Except as otherwise provided in this Constitution, the Board shall keep in its custody or control all books, minutes, documents and securities of the Club.
- (b) Subject to the Act and the ACNC Act, the Board may determine whether and to what extent, and at what times and places and under what conditions, the financial records, accounts, books, securities or other relevant documents of the Club will be open for inspection by the Members. Notwithstanding the foregoing Members are not entitled to inspect the minutes of Board meetings.
- (c) Inspection of Club records will only be made available to Members where the purpose of the inspection is for a proper purpose and is in good faith. This will be determined by the Board in its sole discretion and taking into consideration confidentiality and privacy considerations.

### 36. TRANSITIONAL ARRANGEMENTS

- (a) Notwithstanding any other rule of this Constitution, the transitional arrangements set out in this **rule 36** shall apply from the date of adoption of this Constitution.
- (b) The Members of the governing or managing body (by whatever name it is called) of the Club in place immediately prior to approval of this Constitution under the Act shall continue in those positions until the next AGM following such approval, and thereafter the positions of the President and other Directors shall be filled, vacated and otherwise dealt with in accordance with this Constitution.
- (c) All clauses, rules, By-Laws and any other policies of the Club in force at the date of the approval of this Constitution insofar as such clauses, rules, By-Laws and such policies are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be By-Laws under **rule 25**.
- (d) All individuals who are, prior to the approval of this Constitution, Members of the Club shall be deemed Members of the Club from the time of approval of this Constitution under the Act. All such Members shall provide the Club with such details as may be required by the Club under this Constitution within one month of the approval of this Constitution under the Act.
- (e) A Member who previously held the member category of Distinguished Service Member now holds the member category of Life Member. The date the Member was appointed a Distinguished Service Member is now the date the Member is appointed as a Life Member.
- (f) Club Distinguished Service badges previously presented to Members may no longer be worn. Club Distinguished Service badges are to be surrendered to the Club. The Club will issue the Member a Club Life Member badge in its place per **rule 37.4**.
- (g) Club Distinguished Service honour blazers previously presented to Members may no longer be worn. Club Distinguished Service honour blazers are to be surrendered to the Club. The Club will update the Member's honour blazer to fashion it as a "Life Member" honour blazer per **rule 37.1** and inscribed per **rule 37.1(c)(i)**.
- (h) A Member who was previously a member of the Junior Activities Group, or its predecessor organisations (JAG), AND maintained continuous membership of the Club and/or JAG, will have their service reference date (i.e., date joined) of the Club per **rule 10.1(c)** recognised as the EARLIER OF, the date at which they originally became a member of the JAG; OR the date at which they joined the Club. Per **rule 10.2**, SurfGuard will be updated with the new date. Service Recognition Awards will be updated and presented to the Member at the next AGM.
- (i) A Member who was previously an Award Member, however, does not hold an Award that qualifies them for Award Membership under **rule 8.3** of this Constitution will be an Associate Member. Such a Member will be entitled to apply for an alternative member category so long as they meet the requirements of that member category under **rule 8.3** of this constitution.
- (j) A Member who was previously an Auxiliary and/or Ladies Auxiliary Member of the Club prior to 1 August 2018 AND maintained continuous membership of the Club and/or subcommittee since that date will be a General Member. Such a Member will have their service reference date (i.e., date joined) of the Club per **rule 10.1(c)** recognised as the EARLIER OF, the date at which they originally became an

Auxiliary member; OR the date at which they originally became a Ladies Auxiliary member; OR the date at which they joined the Club. Per **rule 10.2**, SurfGuard will be updated with the new date. Service Recognition Awards will be updated and presented to the Member at the next AGM.

- (k) A Member who was previously an Auxiliary Life Member or a Ladies Auxiliary Life Member of the Club prior to 1 August 2018 AND maintained continuous membership of the Club and/or subcommittee since that date will be an Auxiliary Life Member. Such Members will have their service reference date (i.e., date joined) of the Club per **rule 10.1(c)** recognised as the EARLIER OF, the date at which they originally became an Auxiliary member; OR the date at which they originally became a Ladies Auxiliary member; OR the date at which they joined the Club. Per **rule 10.2**, SurfGuard will be updated with the new date. Service Recognition Awards will be updated and presented to the Member at the next AGM.
- (l) A Member who was previously a JAG Life Member of the Club prior to 1 August 2018 AND maintained continuous membership of the Club and/or JAG subcommittee since that date will be a JAG Life Member. Such Members will have their service reference date (i.e., date joined) of the Club per **rule 10.1(c)** recognised as the EARLIER OF, the date at which they originally became a JAG member (or its predecessor organisations); OR the date at which they joined the Club. Per **rule 10.2**, SurfGuard will be updated with the new date. Service Recognition Awards will be updated and presented to the Member at the next AGM.
- (m) The Life Members and Honours Committee Terms of Reference as defined in **rule 8.8(f)** will be initially drafted by the Constitution Committee and approved by the Board. Subsequent edits, that may be deemed appropriate from time-to-time, will be recommended by the Life Members and Honours and/or Constitution Committee and approved by the Board.
- (n) A Member who was previously a Life Member is a Life Member under **rule 8.8** of this Constitution.
- (o) Pursuant to **Clause 37.3(b)**, the Board will establish the historical Australian Championship Cap Numbers by applying the criteria in **Clause 37.3(b)(iv)** against Club and SLSA records. Pursuant to **Clause 37.3(b)(vi)**, current Members will have their historical cap presented at the next AGM. Whilst a historical number will be allocated to those who are deceased or no longer Members of the Club, it is at the sole discretion of the Board if they will present a physical cap to those who are no longer Members of the Club or to the Next of Kin of a deceased Member.

## **37. CLUB INSIGNIA AND REGALIA**

### **37.1 Blazer**

- (a) The 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**

- (b) The Board may award Honour Blazers to Australian Open and Youth Surf Life Saving Championship winners, to meritorious award recipients and Life 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.
- (c) Any inscription at the bottom of the blazer shall be in 'Air Force' blue. The following inscriptions may be used;
- (i) "Life Member"; and/or
  - (ii) "Australian Champion"; and/or
  - (iii) "Meritorious Award".
- Any other inscription must be approved by the Board.
- (d) The Blazer shall be worn at General Meetings, the annual presentation event, formal gatherings of the Club as may occur from time-to-time, when representing the Club at formal events and as decided at the discretion of the Board and/or the recipient.
- (e) An image of an Honour Pocket with a Gold Laurel Wreath, Australian Championship Star, "Life Member" and "Australian Champion" inscription is as below.



**Honour Pocket**

### **37.2 Logo**

- (a) The logo shall be an 'Air Force' blue coloured Life Buoy bordered with gold with four quarters of sky blue line around the buoy. Written within the body of the buoy will be the word "WANDA" on top; the number "1946" at the 3 o'clock position, the letters "S.L.S.C." at the 6 o'clock position, and the letters "EST" at the 9 o'clock position. All letters are to be in white. Inside the buoy the top half shall be 'Navy' blue and the

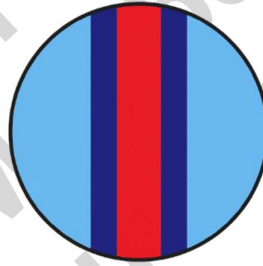
bottom half 'Army' red. A white reel, reel, line and belt shall complete the design. An image of the Club logo is as below.



**Wanda SLSC Logo**

### 37.3 Cap

- (a) The cap shall be 'Air Force' blue in colour on both sides, and with a single two centimetre (2cm) approximate centre stripe of Army Red flanked on both sides by "navy blue" two centimetre (2cm) approximate stripes. An image of the Club cap is as below.



**Wanda SLSC cap**

- (b) Pursuant to **rule 37.1(b)** relating to Club Honour blazers to Australian Champions, the Club may award a numbered competition cap to the gold medal (first-place) winners of Open and Youth Australian Surf Life Saving Championships on the following basis:
- (i) Cap Numbers are awarded to Members who competed on the "field of play" in Open and Youth Australian Surf Life Saving Championships Championship Finals.
 

*Note: For the avoidance of doubt, the following are NOT eligible to receive an Australian Surf Life Saving Championship Cap Number - surf belt handlers, other handlers, reserves, heat competitors, coaches, IRB and Masters winners.*
  - (ii) Each individual winner and each individual member of a winning team is to receive a unique number.
  - (iii) A Member is only entitled to be awarded one number as a Championship winner.
  - (iv) The number is to be allocated on the following basis:

- i. Year of the Championship; and then
  - ii. Alphabetical order of the Members last name; and then
  - iii. Alphabetical order of the Members first and then any other names.
- (v) The colour of the number shall be Gold and is to be placed on the left-hand side of the cap and the number shall be approximately 2cm in height.
- (vi) The numbered Wanda SLSC competition cap is to be presented to the Member, and the cap may be worn, at the discretion of the Member, in competition events.

#### **37.4 Life Member Badge**

- (a) The Life Member Badge shall be of gold wreath design with the Club logo and the words "Life 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**