

**THE  
CONSTITUTION  
OF  
GARIE  
SURF LIFE SAVING CLUB  
INCORPORATED**

**Amended: 3<sup>rd</sup> August 2019**

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# CONSTITUTION

of

## GARIE SURF LIFE SAVING CLUB INCORPORATED

### PART I – INTERPRETATION

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

In this Constitution unless the contrary intention appears:

- (a) **Act** means the *Associations and Incorporations Act 2009 (NSW)* as amended from time to time.
- (b) **Affiliated Club** means a surf life saving club which is a member of or otherwise affiliated with Surf Life Saving Sydney (SLS Sydney), Surf Life Saving NSW (SLSNSW) and SLSA.
- (c) **Association** means Garie Surf Life Saving Club Incorporated.
- (d) **Board** means the Board of Directors.
- (e) **Branch** means an independent entity (including the Association) recognised by SLSA as the body administering surf lifesaving in its particular Branch within a state.
- (f) **By-Laws** means any By-Laws made by the Board under clause 35.
- (g) **Constitution** means this Constitution of the Association.
- (h) **Director** means a member of the Board and includes any person acting in that capacity from time to time appointed in accordance with this Constitution.
- (i) **Financial year** means the year ending 30 April in each year.
- (j) **General Meeting** means the annual or any special general meeting of the Association.
- (k) **Intellectual Property** means all rights subsisting in copyright, business names, names, trade marks (or signs), logos, designs, equipment, images (including photographs, television, videos or films) or service marks (whether registered or registrable) relating to the Association or any regatta, race, championship,

competition, series or event or surf lifesaving activity of or conducted, promoted or administered by the Association in Garie Beach.

- (l) **Life Member** means an individual appointed as a Life Member of the Association under **clause 12.2**.
- (m) **Member** means a member for the time being of the Association under Part IV of this Constitution.
- (n) **Objects** means the objects under **clause 7**.
- (o) **President** means the President for the time being of the Association.
- (p) **Seal** means the common seal of the Association and includes any official seal of the Association.
- (q) **SLSA** means Surf Life Saving Australia Limited.
- (r) **SLNSW** means Surf Life Saving N.S.W being the State Centre recognised by SLSA as the body administering surf lifesaving in New South Wales.
- (s) **SLS Sydney** means Surf Life Saving Sydney.
- (t) **Special Resolution** means a resolution passed:
  - (i) At a General Meeting of the Association of which 21 days notice, accompanied by notice of intention to propose a resolution as a special resolution, has been given to the Members in accordance with these Rules; and
  - (ii) By at least three quarters of those Members who, being entitled to vote, vote in person at the meeting or by another form of visible or electronic communication approved by the Association from time to time.
- (u) **State** means and includes a State or Territory of Australia.
- (v) **State Centre** means an independent entity (including the Association) recognised by SLSA as the body administering surf lifesaving in its particular State.
- (w) **Surf Life Saving Sydney** means a Branch recognised by SLSA as the body administering surf lifesaving in Sydney.

## 1.2 Interpretation

In this Constitution:

- (a) reference to a function includes a reference to a power, authority and duty;
- (b) A reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority or the performance of the duty;
- (c) Words importing the singular include the plural and vice versa;
- (d) Words importing any gender include the other genders;
- (e) References to persons include corporations and bodies politic;
- (f) References to a person include the legal personal representatives, successors and permitted assigns of that person;
- (g) 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
- (h) A reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

## 1.3 Severance

- (a) If any provision of this Constitution or any phrase contained in them is invalid or unenforceable, the phrase or provision is to be read down if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution.
- (b) The specification of the Objects in clause 7 are not in any particular order and are not to be construed so as to lead to the construction that any object or power is more important than any other object or power nor that any object or power which is specified in detail is more important than any object or power which has not been specified in detail, and no particular object or power will be limited by reference to any other and the rule of construction known as the ejusdem generis rule shall not apply.

#### 1.4 **The Act**

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

### **PART II - THE ASSOCIATION**

#### **2. NAME OF THE ASSOCIATION**

The name of the Association is Garie Surf Life Saving Club Incorporated (**Association**).

#### **3. AUTHORITY TO TRADE**

The Association is authorised to trade in accordance with the Act.

#### **4. SEAL**

##### **4.1 Safe Custody of Seal**

The Director of Administration shall provide for safe custody of the Seal.

##### **4.2 Affixing Seal**

The Seal shall only be used with the authority of the Board. Two Board Members shall sign every document to which the seal is affixed.

#### **5. THE ASSOCIATION INSIGNIA**

##### **5.1 Colours**

The Association colours shall be Royal Blue and Army Red.

##### **5.2 Badge**

The Association badge shall be of a design approved by the Board from time to time.

##### **5.3 Competition Cap**

The Association competition cap shall be Royal Blue with a single Army Red stripe from front to back.

##### **5.4 Property**

The design of the Association Badge and Insignia shall remain the property of the Association at all times.



## 6. SOLE PURPOSE

The Association is established solely for the objects set out in this Constitution.

## 7. OBJECTS OF THE ASSOCIATION

The Association is a charitable community service based institution. The objects for which the Association is established are to:

- (a) Participate as a member of SLS Sydney, SLSNSW and SLSA through and by which surf lifesaving and the preservation of life in the aquatic environment can be conducted, encouraged, promoted, advanced and administered;
- (b) Provide for the conduct, encouragement, promotion and administration of surf lifesaving throughout Garie Beach;
- (c) Ensure the maintenance and enhancement of the Association, Affiliated Clubs, SLS Sydney, SLSNSW and SLSA, its standards, quality and reputation for the benefit of the Members and surf lifesaving;
- (d) At all times promote mutual trust and confidence between the Association, Affiliated Clubs, SLS Sydney, SLSNSW, SLSA and the Members in pursuit of these objects;
- (e) At all times act on behalf of and in the interest of the Members and surf lifesaving;
- (f) Promote the economic and community service success, strength and stability of the Association, Affiliated Clubs, SLS Sydney, SLSNSW and SLSA;
- (g) Affiliate and otherwise liaise with SLS Sydney, SLSNSW and SLSA, in the pursuit of these objects and the objects of surf lifesaving;
- (h) Conduct, encourage, promote, advance and control surf lifesaving in Garie Beach, its many aspects devoted to aquatic safety and management and the preservation of life in the aquatic environment;
- (i) Conduct or commission research and development for improvements in methods of surf lifesaving and surf lifesaving equipment and in all ways to improve and safeguard the use of the aquatic environment;
- (j) Use and protect the Intellectual Property
- (k) Apply the property and capacity of the Association towards the fulfilment and achievement of these objects;

- (l) Promote the involvement and influence of surf lifesaving standards, techniques, awards and education with bodies involved in aquatic lifesaving;
- (m) Strive for Governmental, commercial and public recognition of the Association as the authority on aquatic safety and management in Garie Beach;
- (n) Promulgate, and secure uniformity in, such rules as may be necessary for the management and control of surf lifesaving and related activities and the preservation of life in the aquatic environment;
- (o) Further extend the operations and teachings of the Association throughout Garie Beach;
- (p) Further develop surf lifesaving into an organised institution and with these objects in view, to foster, regulate, organise and manage examinations, competitions, displays and other activities and to issue badges, medallions and certificates and award trophies to successful Members;
- (q) Review and/or determine any matters relating to surf lifesaving which may arise, or be referred to it, by any Member;
- (r) Act as arbiter on all matters pertaining to the conduct of surf lifesaving in Garie Beach, including disciplinary matters;
- (s) Pursue through itself or other such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of surf lifesaving;
- (t) Adopt and apply SLSA and SLSNSW Regulations, Policies and Procedures;
- (u) Represent the interests of its Members and of surf lifesaving generally in any appropriate forum in Garie Beach;
- (v) Have regard to the public interest in its operations;
- (w) Do all that is reasonably necessary to enable these objects to be achieved and to enable the Members to receive the benefits which these objects are intended to achieve;
- (x) Ensure that environmental considerations are taken into account in all surf lifesaving and related activities conducted by the Association;
- (y) Promote the health and safety of Members and all other users of the aquatic environment;

- (z) Encourage Members to realise their potential and athletic abilities by extending to them the opportunity of education and participation in surf lifesaving competition and to award trophies and rewards to successful competitors;
- (aa) Establish, grant and support awards to Members and others, in honourable public recognition of hard and meritorious rescues from the sea, deeds of exceptional bravery from time to time performed in the course of lifesaving and other distinguished services and acts;
- (ab) Give, and seek where appropriate, recognition for Members to obtain awards or public recognition in fields of endeavour other than surf lifesaving;
- (ac) Seek and obtain improved facilities for the enjoyment of the aquatic environment in Garie Beach;
- (ad) Promote uniformity of laws for the control and regulation of the aquatic environment in Garie Beach and to assist authorities in enforcing these laws;
- (ae) Effect such objects as may be necessary in the interests of surf lifesaving and the aquatic environment in Garie Beach; and
- (af) Undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these objects.

## **8. POWERS OF THE ASSOCIATION**

Solely for furthering the Objects, the Association has, 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*.

## **9. APPLICATION OF INCOME**

- 9.1 The income and property of the Association shall be applied solely towards the promotion of the Objects.
- 9.2 Except as prescribed in this Constitution:
  - (a) no portion of the income or property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member; and
  - (b) no remuneration or other benefit in money or money's worth shall be paid or given by the Association to any Member who holds any office of the Association.

- 9.3 Nothing contained in clauses 9.1 or 9.2 shall prevent payment in good faith of or to any Member for:
- (a) Any services actually rendered to the Association whether as an employee or otherwise;
  - (b) Goods supplied to the Association in the ordinary and usual course of operation;
  - (c) Interest on money borrowed from any Member;
  - (d) Rent for premises demised or let by any Member to the Association;
  - (e) Any out-of-pocket expenses incurred by the Member on behalf of the Association; or
  - (f) Any other reason;

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.

### **PART III - COMPLIANCE AND CONSTITUTION**

#### **10. COMPLIANCE OF THE ASSOCIATION**

##### **10.1 Recognition of the Association**

Subject to compliance with this Constitution, the SLS Sydney Constitution, the SLSNSW Constitution, and the SLSA Constitution, the Association shall continue to be recognised as a Member of SLS Sydney and SLSNSW and shall administer surf lifesaving activities in Garie Beach in accordance with the Objects.

##### **10.2 Compliance of the Association as a Club**

The Members acknowledge and agree the Association shall:

- (a) Be or remain incorporated in New South Wales;
- (b) Nominate such persons as may be required to be appointed to SLS Sydney Boards from time to time under this Constitution or the SLS Sydney Constitution or otherwise;
- (c) Forward to SLS Sydney a copy of its constituent documents and details of its Board members;

- (d) Adopt the objects of SLS Sydney (in whole or in part as are applicable to the Association) and adopt clauses or rules which reflect, and which are, to the extent permitted or required by the Act, generally in conformity with the SLS Sydney's Constitution;
- (e) Apply its property and capacity solely in pursuit of the Objects and surf lifesaving;
- (f) Do all that is reasonably necessary to enable the Objects to be achieved;
- (g) 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;
- (h) At all times act on behalf of and in the interests of the Members and surf lifesaving; and
- (i) By, adopting the objects of SLS Sydney, abide by the SLS Sydney's Constitution.

## 11. THE CONSTITUTION

### 11.1 Constitution of the Association

The constituent documents of the Association will clearly reflect the objects of SLISA and shall generally conform with the SLS Sydney Constitution, subject to any requirements in the Act, and at least to the extent of:

- (a) The objects of SLS Sydney;
- (b) The structure and membership categories of SLS Sydney;
- (c) Recognising SLSNSW as the peak body for surf lifesaving in New South Wales;
- (d) Recognising SLISA as the national peak body for surf lifesaving in Australia;
- (e) Recognising SLISA as the final arbiter on matters pertaining to surf lifesaving in Australia, including disciplinary proceedings;
- (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.

## 11.2 Constitution of SLS Sydney

- (a) The Association will take all steps to ensure its Constitution is in conformity with the SLS Sydney Constitution at least to the extent set out in clause 11.1 and in respect of those matters set out in clause 11.1 shall ensure the Association's Constitution is amended in conformity with future amendments made to the SLS Sydney Constitution, subject to any prohibition or inconsistency in the Act.
- (b) The Association shall provide to SLS Sydney a copy of its Constitution and all amendments to these documents.
- (c) The Association acknowledges and agrees that the SLS Sydney has power to veto any provision in its Constitution which, in SLS Sydney's opinion, is contrary to the objects of SLS Sydney.

## 11.3 Operation of the Constitution

The Association and the Members acknowledge and agree:

- (a) That they are bound by this Constitution and that this Constitution, operates to create uniformity in the way in which the Objects and surf lifesaving are to be conducted, promoted, encouraged, advanced and administered throughout Garie Beach;
- (b) To ensure the maintenance and enhancement of surf lifesaving, its standards, quality and reputation for the benefit of the Members and 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 and the Members;
- (f) Where the Association 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 Association; or

- (ii) Acted in a manner prejudicial to the objects and interests of the Association and/or surf lifesaving; or
- (iii) Brought the Association, any Affiliated Club or surf lifesaving into disrepute;

The Association may adjudicate and if necessary penalise the member in accordance with SLSA Regulations, Policies and Procedures.

## **PART IV - MEMBERSHIP**

### **12. MEMBERS**

#### **12.1 Classes of Members**

The Members of the Association shall consist of:

- (a) Life Members, who subject to this Constitution, shall have the right to be present, to debate and to vote at General Meetings and Board Meetings;
- (b) Active (Over 18), Active (15 - 17), Active (13 - 14), Active Reserve, Award, Long Service, Distinguished Long Service, Country, Junior Activities Committee and Associate who shall have the right to be present, to debate and to vote at General Meetings;
- (c) Junior Activities, Junior Activities (Under 7), Honorary and Resident members who shall have the right to be present but not to debate or vote at General Meetings; and
- (d) Such other classes of membership as determined by the Board from time to time.

#### **12.2 Life Members**

- (a) The Board may recommend to the Annual General Meeting that any person who has rendered distinguished service to the Association and surf lifesaving, where such service is deemed to have assisted the advancement of the Association and surf lifesaving in Garie Beach, be appointed as a Life Member.
- (b) A resolution of the Annual General Meeting to confer Life Membership (subject to clause 12.2) on the recommendation of the Board must be a Special Resolution.
- (c) Following the Annual General Meeting the Director of Administration must advise the Member in writing of the

Association's resolution to confer Life Membership upon them.

- (d) This class of membership is not required to re-apply for renewal of membership or pay an annual membership fee. However, they must advise the Director of Administration of any change of address or contact details.
- (e) This class of membership is not required to patrol.

### 12.3 **Active (Over 18)**

- (a) This class of membership must hold an SLSA Certificate II Aquatic Rescue (Bronze Medallion) or equivalent. They must be eighteen (18) years of age, or older, on or before 30 September.
- (b) This class of membership must complete an annual proficiency test each season and complete active patrol duties as requested by the Director of Operations.

### 12.4 **Active (15 - 17)**

- (a) This class of membership must hold an SLSA Certificate II Aquatic Rescue (Bronze Medallion) or equivalent. They must be fifteen (15) years of age on or before 30 September but not older than eighteen (18) years of age.
- (b) This class of membership must complete an annual proficiency test each season and complete active patrol duties as requested by the Director of Operations.

### 12.5 **Active (13 - 14)**

- (a) This class of membership must hold an SLSA Surf Rescue Certificate or equivalent. They must be thirteen (13) years of age on or before 30 September but not older than fifteen (15) years of age.
- (b) This class of membership must complete an annual proficiency test each season and complete active patrol duties as requested by the Director of Operations.

### 12.6 **Active Reserve**

- (a) The Board may, upon receipt of a written application from a member, approve that the member be granted this class of membership.
- (b) This class of membership must hold an SLSA Award. They must have completed a minimum of eight (8) years of patrol



duties (to the level of their qualifications) prior to their application.

- (c) This class of membership must complete an annual proficiency test each season and complete patrol duties as requested by the Director of Operations.

#### 12.7 **Award**

- (a) This class of membership must hold an SLSA Award. They must be thirteen (13) years of age, or older, on or before 30 September
- (b) This class of membership must complete patrol duties (to the level of their qualifications) as requested by the Director of Operations.

#### 12.8 **Long Service**

- (a) The Board may, upon receipt of a written application from a member, approve that the member be granted this class of membership.
- (b) This class of membership must hold an SLSA Award. They must have completed a minimum of ten (10) years of patrol duties (to the level of their qualifications) prior to their application, or eight (8) years of patrol duties and four (4) years as Active Reserve.
- (c) This class of membership is not required to patrol.

#### 12.9 **Distinguished Long Service**

- (a) The Board may recommend that any long serving, Patrolling (Active (Over 18), Active Reserve, Award, Long Service) Member, who has rendered distinguished service to the Association, where such service is deemed to have assisted the advancement of the Association at Garie Beach be appointed as a Distinguished Long Service Member.
- (b) This class of membership is not required to pay an annual membership fee however if the member does not return their membership renewal form by the cut-off date each season they are dropped from this class of membership.
- (c) This class of membership is not required to patrol.

## 12.10 **Country**

- (a) The Board may, upon receipt of a written application from a member, approve that the member be granted this class of membership.
- (b) This class of membership must hold an SLSA Award. They must have completed a minimum of Three (3) years of patrol duties prior to their application.
- (c) This class of membership is not required to patrol.

## 12.11 **Junior Activities Committee**

- (a) This class of membership must be thirteen (13) years of age, or older, on or before 30 of September.
- (b) This class of membership is for people who actively participate in the organisation, supervision and conduct of the Junior Activities in the Association.
- (c) This class of membership is not required to patrol.

## 12.12 **Junior Activities**

- (a) This class of membership must be seven (7) years of age on or before 30 of September but not older than thirteen (13) years of age.
- (b) This class of membership must complete an annual proficiency test each season.
- (c) This class of membership shall not have voting rights.
- (d) This class of membership is not required to patrol.

## 12.13 **Junior Activities (Under 7)**

- (a) This class of membership must be under seven (7) years of age on or before 30 of September.
- (b) This class of membership shall not have voting rights.
- (c) This class of membership is not required to patrol.

## 12.14 **Associate**

- (a) This class of membership shall not have voting rights on any issue involving the lifesaving side of the Association unless

elected to office or position, which is provided with voting rights by the constitution.

- (b) This class of membership shall have an annual membership fee substantially greater than fees for other categories of membership.
- (c) This class of membership is not required to patrol.

#### 12.15 **Honorary**

- (a) The Board may appointment people to this class of membership for a period that lasts no longer than twelve (12) months without the appointment being reconsidered and that member being reappointed at an Annual General Meeting.
- (b) This class of membership shall not have voting rights.
- (c) This class of membership is not required to pay an annual membership fee.
- (d) This class of membership is not required to patrol.

#### 12.16 **Resident Member**

- (a) This class of membership is a professional position and must enter into a contract with the Board.
- (b) This class of membership shall not have voting rights and may not nominate for office or position, which is provided with voting rights by the constitution. However if the member is a financial member of the Association then they are entitled to the full privileges afforded that type of membership.
- (c) This class of membership is not required to pay an annual membership fee.
- (d) This class of membership is not required to patrol.

### 13. **SUBSCRIPTIONS AND FEES**

The annual membership subscription (if any) and fees payable by Members to the Association, the time for and manner of payment shall be as determined by the Board.

## **14. MEMBER APPLICATION**

### **14.1 Application for Membership**

An application for membership by an individual (“applicant”) must be:

- (a) In writing on the form prescribed from time to time by the SLSA;
- (b) Accompanied by the appropriate fee, if any.

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

- (a) The Association may accept or reject an application whether the applicant has complied with the requirements in clause 14.1 or not, and shall not be required or compelled to provide any reason for such acceptance or rejection. There is no appeal from a decision to reject a membership application.
- (b) Where the Association accepts an application the applicant shall, subject to notification to SLS Sydney, become a Member.
- (c) Membership of the Association shall be deemed to commence upon acceptance of the application by the Association. The Secretary shall amend the Register accordingly as soon as practicable.
- (d) If the Association rejects an application, it shall refund any fees forwarded with the application, and the application shall be deemed rejected by the Association.

### **14.3 Re-Application**

- (a) Members must re-apply for membership of the Association in accordance with the procedures set down by the Association in By-Laws from time to time. The provisions of clause 14.2 apply to any re-application for membership. There is no appeal from a decision to reject a membership re-application.
- (b) Upon re-application a Member must provide details of any change in his or her personal details, and any other information reasonably required by the Association.

### **14.4 Deemed Membership**

- (a) All individuals which or who are, prior to the approval of this Constitution, members of Garie Surf Life Saving Club shall be deemed Members, and thus Members of the Association from the time of approval of this Constitution under the Act.

- (b) The Members shall provide the Association with such details as are required by the Association under this Constitution within one month of the approval of this Constitution under the Act.
- (c) Any members of the Association prior to approval of this Constitution under the Act, who are not deemed Members under clause 14.4(a) shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

## **15. REGISTER OF MEMBERS**

### **15.1 Register**

The Association shall keep and maintain a Register, in accordance with SLSA requirements, of all Members of the Association.

The Association shall provide a copy, along with regular updates, of its Register to SLS Sydney.

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

### **15.2 Inspection of Register**

Having regard to confidentiality considerations and privacy laws, an extract of the Register, excluding the address or other direct contact details of any Member or Board Member, shall be available for inspection (but not copying) by Members, upon reasonable request. Such request may be refused by the Board where the Board reasonably considers that the request has not been made in good faith and/or for a proper purpose.

### **15.3 Use of Register**

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

### **15.4 Right of SLS Sydney to Register**

The Association agrees that SLS Sydney, SLSNSW and SLSA may utilise the information contained in the Register to further the objects of SLS Sydney, subject always to reasonable confidentiality considerations and privacy laws.

## 16. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) This Constitution constitute a contract between each of them and the Association and that they are bound by this Constitution and By-Laws, the SLS Sydney constitution and by-laws, the SLSNSW constitution and by-laws, the SLSA Constitution and regulations and all policies made by SLS Sydney, SLSNSW or SLSA;
- (b) They shall comply with and observe this Constitution and the By-Laws, and any determination, resolution or policy which may be made or passed by the Board or any other entity with delegated authority;
- (c) By submitting to this Constitution and the By-Laws they are subject to the jurisdiction of the Association, SLS Sydney, SLSNSW and SLSA;
- (d) The Constitution and By-Laws are necessary and reasonable for promoting the Objects and particularly the advancement and protection of surf lifesaving as a community service in Garie Beach;
- (e) Neither membership of the Association nor this Constitution gives rise to:
  - A. any proprietary right of Members in, to or over the Association or its property or assets;
  - B. any automatic right of a Member to renewal of their membership of the Association;
  - C. subject to the Act and the Association acting in good faith, the right of Members to natural justice, unless expressly provided for in this Constitution; and
- (f) They are entitled to all benefits, advantages, privileges and services of Association membership.

## 17. LIABILITY OF MEMBERS

The liability of the Members of the Association is limited.

## 18. DISCONTINUANCE OF MEMBERSHIP

### 18.1 Notice of Resignation

A Member having paid all arrears of fees payable to the Association may resign or withdraw from membership of the Association by giving notice in writing to the Association and SLS Sydney, SLSNSW and SLSA of resignation or withdrawal.

### 18.2 Discontinuance by Breach

Membership of the Association 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 Association, failure to comply with the By-Laws or any resolutions or determinations made or passed by the Board or any duly authorised Board or board and in accordance with SLSA Regulations, Policies and Procedures.

### **18.3 Failure to Re-Apply**

If a Member has not re-applied for Membership with the Association within one month of re-application falling due, that Member's membership will be deemed to have lapsed from that time. The Register shall be amended to reflect any lapse of membership under this clause 18.3 as soon as practicable.

### **18.4 Member to Re-Apply**

A Member whose membership has been discontinued or has lapsed under clause 18.3:

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

### **18.5 Forfeiture of Rights**

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

### **18.6 Membership may be Reinstated**

Membership which has been discontinued under this clause 18 may be reinstated at the discretion of the Board, with such conditions as it deems appropriate and in accordance with SLSA Regulations, Policies and Procedures.

### **18.7 Refund of Membership Fees**

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

## 19. DISCIPLINE

The Association will adopt and apply the disciplinary procedures as prescribed by SLSA from time to time.

## PART V - GENERAL MEETINGS

### 20. ANNUAL GENERAL MEETING

- (a) An Annual General Meeting of the Association shall be held in accordance with the provisions of the Act and on a date and at a venue to be determined by the Board. If no Annual General Meeting is prescribed by the Act, the Association shall hold an Annual General Meeting in accordance with this Constitution, and in order to comply with any requirements of SLS Sydney and the Act.
- (b) All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with this Constitution.

### 21. NOTICE OF GENERAL MEETING

#### 21.1 Notice of General Meetings

- (a) Notice of every General Meeting shall be given to every Member entitled to receive notice, at the address appearing in the Register kept by the Association. The auditor (if any) and Board Members 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 specify the place, day and hour of meeting and shall state the business to be transacted at the meeting.
- (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 notice of motion received from Members; and
  - (iii) Forms of authority in blank for proxy votes.



## **22. BUSINESS**

### **22.1 Business of General Meetings**

The business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Committee and auditors, the election of Committee Members under this Constitution and the appointment and fixing of the remuneration of the auditors.

All business that is transacted at a General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of those matters set down in clause 22.1 shall be special business.

### **22.2 Business Transacted**

No business other than that stated on the notice shall be transacted at that meeting.

## **23. NOTICES OF MOTION**

### **23.1 Notices of Motion to be Submitted**

Members shall be entitled to submit notices of motion for inclusion as special business at a General Meeting. All notices of motion must be submitted in writing to the Director of Administration not less than 30 days (excluding receiving date and meeting date) prior to the General Meeting.

### **23.2 Unsuccessful Notice of Motion**

A motion of which due notice has been given, if unsuccessful, cannot be resubmitted, nor may any other motion having a similar effect be moved at a subsequent General Meeting for a period of twelve (12) months.

## **24. SPECIAL GENERAL MEETINGS**

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

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

### **24.2 Requisition of Special General Meetings**

(a) The Director of Administration shall on the requisition in writing of 10 members entitled to a vote convene a Special General Meeting.

- (b) The requisition for a Special General Meeting shall state the object(s) of the meeting, shall be signed by the Members making the requisition and be sent to the Association and may consist of several documents in a like form, each signed by one or more of the Members making the requisitions.
- (c) If the Director of Administration does not cause a Special General Meeting to be held within 30 days after the date on which the requisition is sent to the Association, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than three months after that date.
- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board.

## **25. PROCEEDINGS AT GENERAL MEETINGS**

### **25.1 Quorum**

No business shall be transacted at any General Meeting unless a quorum is present. A quorum for General Meetings of the Association shall be 10 Members represented in person at the meeting, by their proxy or by another form of visible or electronic communication approved by the Association from time to time.

### **25.2 President to Preside**

The President shall, subject to this Constitution, preside as Chairman at every General Meeting of the Association except where a conflict of interest exists.

If the President is not present, or is unwilling or unable to preside the Members shall appoint one of their number to preside as chairman for that meeting only.

### **25.3 Adjournment of Meeting**

- (a) If within half an hour from the time appointed for the meeting, a quorum is not present the meeting shall be adjourned until the same day in the next week at the same time and place or to such other day and at such other time and place as the Chairman may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.
- (b) The Chairman may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but

no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

- (c) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in clause 25.3(c) it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

#### **25.4 Voting Procedure**

At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

- (a) By the Chairman; or
- (b) A simple majority of Members.

#### **25.5 Recording of Determinations**

Unless a poll is demanded under clause 25.4, a declaration by the Chairman 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 Association shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

#### **25.6 Where Poll Demanded**

If a poll is duly demanded under clause 25.4 it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairman directs.

- (a) A non-voting person shall be designated as scrutineer to collect and tally the ballot papers. The result and ballot papers shall be handed to the chairman to announce the resolution of the meeting.
- (b) Ballot papers are to be destroyed at the conclusion of the Annual General Meeting.

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

#### **26.1 Members entitled to Vote**

Each Member entitled to vote as set out in clause 12.1 shall have one

vote at General Meetings which, subject to this Constitution, shall be exercised by him or his validly appointed proxy.

## 26.2 **President May Exercise Casting Vote**

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

## 27. **PROXY VOTING**

### 27.1 **Proxy Voting Permitted**

Proxy voting shall be permitted at all General Meetings and Board Meetings provided a proxy form, in the form approved by the Board from time to time, has been duly completed and executed and is lodged with the Director of Administration at or before the commencement of the meeting. Proxies shall only be exercised by Members entitled to vote. No Member entitled to vote shall exercise more than one proxy vote at any one time.

The Director of Administration may exercise multiple proxies provided they have been properly and duly completed and lodged with the Director of Administration prior to the commencement of the meeting.

### 27.2 **Proxy**

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. A Member shall be entitled to instruct his proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may exercise the proxy vote as he thinks fit.

## **PART VI - THE BOARD OF DIRECTORS**

## 28. **THE BOARD**

### 28.1 **Composition of the Board**

The Board shall comprise the following Directors:

- (a) President
- (b) Director of Administration
- (c) Director of Finance
- (d) Director of Operations
- (e) Director of Member Services
- (f) Director of Business Development
- (g) Director of Junior Development.

## 28.2 Election of Directors

Directors shall be elected at the Annual General Meeting and continue in those positions until the conclusion of the next Annual General Meeting. In the event of a casual vacancy, the Board shall appoint a member to the vacant office. The person so appointed will continue in office up to the conclusion of the Annual General Meeting.

If the Board considers it appropriate, in order to further the Objects, it may appoint Officers with specific responsibilities to assist the Directors with their portfolios.

## 28.3 Portfolios of Directors

### (a) President

- (i) Shall be responsible for ensuring that all directors perform their duties in accordance with the Constitution and By-Laws of the Association.
- (ii) Shall act as the official spokesperson and representative of the Association.
- (iii) Shall preside at all meetings of the Association and functions held by the Association.
- (iv) Shall have a deliberative and casting vote.
- (v) Shall be an ex-officio member of all Boards (except Judiciary Committee) formed under the Constitution and By-Laws.
- (vi) Shall prepare monthly reports for presentation and consideration at the Association Board Meetings.
- (vii) Shall prepare and submit an annual report to the Director of Administration for inclusion in the Association's Annual Report.

### (b) Director of Administration

- (i) Shall be the Public Officer for the purposes of the NSW Incorporations Act.
- (ii) Shall be responsible for ensuring the Association have an up-to-date, effective and efficient Information and Technology System.

- (iii) Shall be responsible for the marketing and public profile of the Association.
  - (iv) Shall ensure adherence to all SLSA and other relevant policies and regulations.
  - (v) Shall be responsible for maintaining a register of the names and addresses of all members of the Association.
  - (vi) Shall compile an agenda and distribute notice for all General Meetings and Board Meetings in accordance with the Constitution and Bylaws of the Association.
  - (vii) Shall ensure the taking, storage and distribution of minutes for all General Meetings and Board Meetings.
  - (viii) Shall conduct the correspondence of the Association.
  - (ix) Shall be responsible for the custody of all documents belonging to the Association and for the disposition thereof.
  - (x) Shall be responsible for documenting and maintaining an accurate history of the Association.
  - (xi) Shall be responsible for drafting and submitting a summary report of the Association activities to SLS Sydney for inclusion in their Annual Report.
  - (xii) Shall be responsible for preparing the Association's Annual Report and Balance Sheet along with its printing and circulation to all members and SLS Sydney.
  - (xiii) Shall prepare monthly reports for presentation and consideration at the Association Board Meetings.
- (c) Director of Finance
- (i) Shall ensure the Association develop, implement and review an effective Purchasing Policy.
  - (ii) Shall prepare an annual budget and monitor actual against budget on a monthly basis.
  - (iii) Shall ensure compliance with all SLSA and other relevant policies and regulations relating to purchasing and finance.
  - (iv) Shall ensure that all money due to the Association is received and all authorised payments are made.

- (v) Sensure that correct books and accounts are kept showing the financial affairs of the Association.
  - (vi) Shall maintain an accurate assets register of the Association's assets.
  - (vii) Shall arrange insurance on appropriate assets for all risks that the Association may require.
  - (viii) Shall ensure quarterly BAS returns are submitted by the correct dates.
  - (ix) Shall prepare accounts and books of the Association as at the close of the financial year for presentation to the auditors for annual audit.
  - (x) Shall prepare monthly reports for presentation and consideration at the Association Board Meetings.
  - (xi) Shall prepare and submit an annual report to the Director of Administration for inclusion in the Association's Annual Report.
- (d) Director of Operations
- (i) Shall be responsible for the leadership and conduct of members in all activities of the Association.
  - (ii) Shall ensure the implementation of and adherence to all SLSA and other relevant policies and regulations relating to lifesaving, education and surf sports.
  - (iii) Shall ensure the Association develop, implement and review effective Standard Operating Procedures.
  - (iv) Shall be responsible for rostering and management of beach patrols.
  - (v) Shall be responsible for the education, examination and proficiency of the Association members.
  - (vi) Shall be responsible for the purchasing and maintenance of lifesaving gear and equipment.
  - (vii) Shall be responsible for promotion and coordination of surf sports, including conducting regular internal competition.

- (viii) Shall prepare monthly reports for presentation and consideration at the Association Board Meetings.
  - (ix) Shall prepare and submit an annual report to the Director of Administration for inclusion in the Association's Annual Report.
- (e) Director of Member Services
- (i) Shall ensure the implementation of and adherence to all SLSA and other relevant policies and regulations relating to member services.
  - (ii) Shall be responsible for WHS compliance and member protection.
  - (iii) Shall be responsible for the identification and nomination of members for appropriate member recognition.
  - (iv) Shall be responsible for member recruitment and retention.
  - (v) Shall be responsible for the succession planning for the Directors.
  - (vi) Shall be responsible for promotion and coordination of social functions within the Association.
  - (vii) Shall prepare monthly reports for presentation and consideration at the Association Board Meetings.
  - (viii) Shall prepare and submit an annual report to the Director of Administration for inclusion in the Association's Annual Report.
- (f) Director of Business Development
- (i) Shall be authorised to communicate with the NSW National Parks and Wildlife Service in matters pertaining to the clubhouse lease and other issues relating to the clubhouse.
  - (ii) Shall be authorised to communicate with businesses and organisations with the intention of obtaining sponsorship of the Association.
  - (iii) Shall be responsible for adherence to the clubhouse lease between the Association and NSW National Parks and Wildlife Service.



- (iv) Shall identify potential businesses to lease space and conduct a business in the Association's Clubhouse.
  - (v) Shall ensure there are no clash of interests with businesses leasing space in Garie Surf Safety Centre, the Association and other outside organisations.
  - (vi) Shall be responsible for managing a booking system for the use of Garie Clubhouse.
  - (vii) Shall be responsible for managing the club Caretaker and general maintenance of the building.
  - (viii) Shall be responsible for managing the Association's alcohol license and Licensee.
  - (ix) Shall prepare monthly reports for presentation and consideration at the Association Board Meetings.
  - (x) Shall prepare and submit an annual report to the Director of Administration for inclusion in the Association's Annual Report.
- (g) Director of Junior Development
- (i) Shall be responsible for the conduct and co-ordination of all matters pertaining to Junior Activities.
  - (ii) Shall ensure the appropriate SLSA Age Qualifications are obtained by Junior Members throughout the season.
  - (iii) Shall ensure Age Managers are correctly qualified prior to the commencement of Junior activities each season.
  - (iv) Shall promote parent involvement and activities to encourage parent participation in the Association.
  - (v) Shall prepare monthly reports for presentation and consideration at the Association Board Meetings.
  - (vi) Shall be responsible for drafting and submitting a summary report of the Association Junior Activities to SLS Sydney for inclusion in their Annual Report.
  - (vii) Shall prepare and submit an annual report to the Director of Administration for inclusion in the Association's Annual Report.

#### 28.4 Powers of the Board

The business of the Association shall be managed and the powers of the Association exercised by the Board, subject to the Act, this Constitution, its By-Laws and compliance with the SLSA Constitution, By-Laws, policies and directives.

## **29. INDEMNITY**

### **29.1 Board Members to be Indemnified**

Every Board Member, officer, auditor, manager, employee or agent of the Association shall be indemnified out of the property or assets of the Association against any liability incurred by them in their capacity as Board Member, officer, auditor 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.

### **29.2 Association to Indemnify Board Members**

The Association shall indemnify its Board Members, officers, managers and employees against all damages and costs (including legal costs) for which any such Board Member, officer, manager or employee may be or become liable to any third party in consequence of any act or omission except willful misconduct:

- (a) In the case of a board Member or officer, performed or made whilst acting on behalf of and with the authority, express or implied of the Association; and
- (b) In the case of an employee, performed or made in the course of, and within the scope of their employment by the Association.

## **30. ELECTION OF BOARD MEMBERS**

### **30.1 Nominations of Candidates**

- (a) Nominations shall be called for by the Director of Administration 21 days prior to the Annual General Meeting. When calling for nominations the Director of Administration shall also provide details of the necessary qualifications and job descriptions for the positions. Qualifications and job descriptions shall be as determined by the Board from time to time.
- (b) Nominations of candidates for election as Board Members (including the President) shall be:
  - (i) Made in writing and seconded by a Member, entitled to vote, with the written consent of the nominee (which may

be endorsed on the form of nomination);

- (ii) Be delivered to the Director of Administration no later than seven days prior to the holding of the Annual General Meeting.
  - (iii) No further nominations may be accepted at the Annual General Meeting once a written nomination have been received.
- (c) If there are no written nominations to fill a vacancy on the Board the Chairman may accept nominations at the Annual General Meeting.
  - (d) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated shall be deemed to be elected.
  - (e) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order, for each vacancy on the Board.

### 30.2 **Voting procedures**

- (a) Elections shall be by secret ballot on papers prepared by the Director of Administration. A non-voting person shall be appointed as scrutineer to collect and tally the ballot papers.
- (b) The result and ballot papers shall be handed to the chairman to announce the resolution of the meeting.
- (c) Ballot papers are to be destroyed at the conclusion of the Annual General Meeting.

### 30.3 **Term of Office of Board Members**

The Board Members shall be elected in accordance with this Constitution annually, and subject to this Constitution, shall hold office from the conclusion of the Annual General Meeting at which they were elected until the conclusion of the next following Annual General Meeting. Board Members may be re-elected.

## **31. VACANCIES OF BOARD MEMBERS**

### **31.1 Grounds for Termination of Office of Board Member**

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

- (a) Dies;
- (b) Becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) 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;
- (d) Resigns their office in writing to the Association;
- (e) Is absent without the consent of the Board from meetings of the Board held during a period of 6 months;
- (f) Without the prior consent or later ratification of the Members in General Meeting holds any office of profit under the Association;
- (g) Is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of his interest;
- (h) Is removed by Special Resolution;
- (i) Has been expelled or suspended from membership (without further recourse under these Rules or SLS Sydney Rules); or
- (j) Would otherwise be prohibited from being a director of a corporation under the Corporations Act.

### **31.2 Remaining Board Members May Act**

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

### **31.3 Casual Vacancy**

In the event of a casual vacancy in the office of any Board Member, the Board may appoint a Member to the vacant office and the person so

appointed may continue in office up to the conclusion of the Annual General Meeting at which the term of the previous appointee would have expired.

## **32. MEETINGS OF THE BOARD**

### **32.1 Board to Meet**

The Board shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and shall be at least as often as is required under the Act) and subject to this Constitution may adjourn and otherwise regulate its meetings as it thinks fit. Four (4) Board Members may at any time convene a meeting of the Board within reasonable time.

### **32.2 Decisions of Board**

Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of Board Member shall for all objects be deemed a determination of the Board. All Board Members shall have one vote on any question. The Chairman shall have a casting vote where voting is equal.

### **32.3 Resolutions not in Meeting**

- (a) A resolution in writing, signed or assented to by telegram, cablegram, radiogram, facsimile, telex or other form of visible or other electronic communication by all the Board Members for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Board Members duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Board Members.
- (b) Without limiting the power of the Board to regulate their meetings as they think fit, a meeting of Board may be held where one or more of the Board Members 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 Board Members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or these Rules and such notice specifies that Board

Members are not required to be present in person;

- (iii) In the event that a failure in communications prevents clause 32.3(b)(i) from being satisfied by that number of Board Members which constitutes a quorum, and none of such Board Members are present at the place where the meeting is deemed by virtue of the further provisions of this Rule to be held then the meeting shall be suspended until Clause 32.3(b)(i) is satisfied again. If such condition is not satisfied within 15 minutes from the interruption the meeting shall be deemed to have terminated or adjourned; and
- (iv) any meeting held where one or more of the Board Members is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Board Member is there present and if no Board Member is there present the meeting shall be deemed to be held at the place where the Chairman of the meeting is located.

#### 32.4 **Quorum**

At meetings of the Board the number of Board Members whose presence is required in person at the meeting, or by another form of visible or electronic communication approved by the Association from time to time, to constitute a quorum is Four (4).

#### 32.5 **Notice of Board Meetings**

Notice, along with the agenda, shall be forwarded to each Board Member not less than four days prior to a meeting.

#### 32.6 **Conflict of Interest**

A Board Member shall declare their interest in any contractual, selection, disciplinary or other matter in which a conflict of interest arises or may arise, and shall absent themselves from discussions of such matter and shall not be entitled to vote in respect of such matter. In the event of an uncertainty as to whether it is necessary for a Board Member to absent himself from discussion or refrain from voting, the issue should be immediately determined by vote of the Board, or if this is not possible, the matter shall be adjourned or deferred.

## PART VII - MISCELLANEOUS

### 33. DELEGATIONS

#### 33.1 Board may Delegate Functions

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

#### 33.2 Delegation by Instrument

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

- (a) This power of delegation; and
- (b) A function imposed on the Board or the Secretary or Public Officer by the Act or any other law, or this Constitution or by resolution of the Association in General Meeting.

#### 33.3 Delegated Function Exercised in Accordance With Terms

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

#### 33.4 Procedure of Delegated Entity

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 clause 32 above. The entity exercising delegated powers shall make decisions in accordance with the Objects, and shall promptly provide the Association with details of all material decisions and shall provide any other reports, minutes and information as the Association may require from time to time.

#### 33.5 Delegation may be Conditional

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

#### 33.6 Revocation of Delegation

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.

### **34. GRIEVANCE PROCEDURES**

The Association will adopt and apply the grievance procedures as prescribed by SLSA from time to time.

### **35. BY-LAWS**

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

The Board may formulate, issue, adopt, interpret and amend such By-Laws for the property advancement, management and administration of the Association, the advancement of the Objects and surf lifesaving in Garie Beach as it thinks necessary or desirable. Such By-Laws must be consistent with this Constitution, the SLS Sydney constitution, the SLSNSW constitution, SLSA constitution and any by-laws, regulations and made by SLS Sydney, SLSNSW or SLSA and any policy directives of the Board.

#### **35.2 By-Laws Binding**

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

#### **35.3 By-Laws Deemed Applicable**

All clauses, rules and by-laws of the Association in force at the date of the approval of this Constitution insofar as such clauses, rules and by-laws are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be By-Laws under this clause.

#### **35.4 Bulletin Binding on Members**

Amendments, alterations, interpretations or other changes to By-Laws shall be advised to Members of the Association by means of Bulletins approved by the Board and prepared and issued by the Director of Administration.

### **36. RECORDS AND ACCOUNTS**

#### **36.1 Director of Administration to Keep Records**

The Director of Administration shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Association and the Board and shall produce these as appropriate at each Board or General Meeting.



**36.2 Records Kept in Accordance with Act**

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

**36.3 Association to Retain Records**

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

**36.4 Board to Submit Accounts**

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

**36.5 Accounts Conclusive**

The Statements of Account when approved or adopted by an Annual General Meeting shall be conclusive except as regards any error discovered in them within 3 months after such approval or adoption.

**36.6 Accounts to be Sent to Members**

The Director of Administration shall cause to be sent to all persons entitled to receive notice of Annual General Meetings of the Association in accordance with this Constitution, a copy of the Statements of Account, the Board's report, the auditor's report (if any) and every other document required under the Act (if any).

**36.7 Negotiable Instruments**

All cheques, promissory notes, bankers, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Association, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by the Secretary and any one duly authorised Board Member or any two duly authorised Board Members or in such other manner as the Board determines.

**37. AUDITOR**

- (a) A properly qualified auditor or auditors shall be appointed by the Association in General Meeting, and the remuneration of such auditor or auditors fixed. The auditor's duties shall be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with the Corporations Act and generally accepted principles, and/or any applicable code of conduct. The auditor may be removed by the Association in General Meeting.

- (b) The accounts of the Association 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.

## **38. NOTICE**

### **38.1 Manner of Notice**

- (a) Notices may be given by the Director of Administration to any person entitled under this Constitution to receive any notice by sending the notice by pre-paid post or by electronic mail, to the Member's registered address or electronic mail address or by posting the notice on the Association's website.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three days after posting.
- (c) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the electronic mail was sent to the electronic mail address to which it was sent.
- (d) Where a notice is posted on the Association's website, service of the notice shall be deemed to be effected (1) day after the notice was posted.

### **38.2 Notice of General Meeting**

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

## **39. ALTERATION OF CONSTITUTION**

- (a) The Constitution of the Association shall not be altered except in accordance with the Act

## **40. DISSOLUTION AND DISTRIBUTION OF PROPERTY ON WINDING UP**

### **40.1 Winding up the Association**

- (a) The Association may be wound up in accordance with the Act.
- (b) The action of winding up is to include satisfaction that all the Association's debts and liabilities have been settled.

#### 40.2 **Member's Contributions**

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

#### 40.3 **Distribution of Property**

Following the winding up or dissolution of the Association, any surplus finances or assets shall be transferred or given to SLS Sydney. If SLS Sydney is not existing, then the surplus shall be distributed to some registered or exempt charity, having objects similar to the Objects and which prohibits the distribution of its, or their, income and property among its or their Members. to an extent at least as great as is imposed on the Association by this Constitution. Such registered or exempt charity is to be determined by the Members at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of N.S.W. or other Court as may have or acquire jurisdiction in the matter.

### 41. **SAVING PROVISIO**

If any question arises, which is not specifically provided for in this Constitution and By-Laws, the SLSA, SLSNSW and SLS Sydney constitutions, by-laws, regulations, policies and manuals, it shall be competent for Board to temporarily legislate, pending alterations to this Constitution and/or By-Laws.