



Constitution

CLIFTON BEACH SURF LIFE SAVING CLUB INCORPORATED

Adopted 22 July 2012

TABLE OF CONTENTS

1.	NAME OF ASSOCIATION	1
2.	OBJECTS OF ASSOCIATION	1
3.	POWERS OF THE ASSOCIATION.....	3
4.	APPLICATION OF INCOME	3
5.	LIABILITY OF MEMBERS.....	4
6.	MEMBER'S CONTRIBUTIONS.....	4
7.	DISTRIBUTION OF PROPERTY ON WINDING UP	4
8.	DEFINITIONS AND INTERPRETATION.....	4
	8.1 Definitions.....	4
	8.2 Interpretation	6
	8.3 Severance	6
	8.4 Expressions in the Act.....	6
	8.5 Sole Purpose.....	6
	8.6 Model Rules.....	6
9.	STATUS AND COMPLIANCE OF ASSOCIATION	6
	9.1 Recognition of Association	6
	9.2 Compliance of Association	7
	9.3 Operation of Constitution.....	7
10.	ASSOCIATION'S CONSTITUTION.....	8
	10.1 Constitution of the Association	8
	10.2 Operation of the SLST Constitution.....	8
11.	MEMBERS	9
	11.1 Categories of Members	9
	11.2 Life Members.....	9
12.	SUBSCRIPTIONS AND FEES	9
13.	APPLICATION.....	9
	13.1 Application for Membership.....	9
	13.2 Discretion to Accept or Reject Application.....	9
	13.3 Re-Application	10
	13.4 Deemed Membership	10
14.	REGISTER OF MEMBERS.....	10
	14.1 Register	10
	14.2 Inspection of Register.....	11
	14.3 Use of Register.....	11
	14.4 Right of SLST to Register.....	11
15.	EFFECT OF MEMBERSHIP	11
16.	DISCONTINUANCE OF MEMBERSHIP	11
	16.1 Notice of Resignation	11
	16.2 Discontinuance by Breach.....	12
	16.3 Failure to Re-Apply.....	12
	16.4 Member to Re-Apply.....	12
	16.5 Forfeiture of Rights	12
	16.6 Membership may be Reinstated.....	12
	16.7 Refund of Membership Fees	12

17.	GRIEVANCES, JUDICIAL AND DISCIPLINE	12
18.	ANNUAL GENERAL MEETING	13
19.	NOTICE OF GENERAL MEETING	13
20.	BUSINESS	13
21.	NOTICES OF MOTION	13
22.	SPECIAL GENERAL MEETINGS	14
	22.1 Special General Meetings May be Held	14
	22.2 Requisition of Special General Meetings.....	14
23.	PROCEEDINGS AT GENERAL MEETINGS	14
	23.1 Quorum.....	14
	23.2 President to Preside	14
	23.3 Adjournment of Meeting	14
	23.4 Voting Procedure.....	15
	23.5 Recording of Determinations	15
	23.6 Where Poll Demanded	15
24.	VOTING AT GENERAL MEETINGS	15
	24.1 Members entitled to Vote.....	15
	24.2 Casting Vote	15
25.	PROXY VOTING	16
26.	EXISTING COMMITTEE MEMBERS	16
27.	POWERS OF THE COMMITTEE.....	16
28.	COMPOSITION OF THE COMMITTEE	16
	28.1 Composition of the Committee	16
	28.2 Portfolios.....	16
	28.3 Right to Co-Opt.....	16
	28.4 Appointment of Delegate	16
29.	ELECTION OF COMMITTEE MEMBERS.....	17
	29.1 Nominations of Candidates	17
	29.2 Voting procedures	17
	29.3 Term of Office of Committee Members	17
30.	VACANCIES OF COMMITTEE MEMBERS	17
	30.1 Grounds for Termination of Office of Committee Member.....	17
	30.2 Remaining Committee Members May Act	18
	30.3 Casual Vacancy.....	18
31.	MEETINGS OF THE COMMITTEE	18
	31.1 Committee to Meet	18
	31.2 Decisions of Committee.....	18
	31.3 Resolutions not in Meeting	19
	31.4 Quorum.....	19
	31.5 Notice of Committee Meetings	19
	31.6 Conflict of Interest.....	20
32.	DELEGATIONS	20
	32.1 Committee may Delegate Functions	20
	32.2 Delegation by Instrument.....	20
	32.3 Delegated Function Exercised in Accordance With Terms	20
	32.4 Procedure of Delegated Entity.....	20
	32.5 Delegation may be Conditional.....	20
	32.6 Revocation of Delegation	21

33.	BY-LAWS	21
	33.1 Committee to Formulate By-Laws	21
	33.2 By-Laws Binding.....	21
	33.3 By-Laws Deemed Applicable.....	21
	33.4 Notices Binding on Members.....	21
34.	FUNDS, RECORDS AND ACCOUNTS	21
	34.1 Source of Funds	21
	34.2 Association to Keep Records	21
	34.3 Records Kept in Accordance with Act	21
	34.4 Association to Retain Records	22
	34.5 Committee to Submit Accounts	22
	34.6 Accounts Conclusive	22
	34.7 Accounts to be Sent to Members	22
	34.8 Negotiable Instruments.....	22
35.	AUDITOR	22
36.	NOTICE.....	22
	36.1 Manner of Notice	22
	36.2 Notice of General Meeting.....	23
37.	SEAL	23
	37.1 Safe Custody of Seal.....	23
	37.2 Affixing Seal.....	23
38.	ALTERATION OF CONSTITUTION.....	23
39.	INDEMNITY.....	23
	39.1 Committee Members to be Indemnified.....	23
	39.2 Association to Indemnify Committee Members	23
40.	DISSOLUTION	24
41.	AUTHORITY TO TRADE	24

ASSOCIATIONS INCORPORATION ACT 1964 (TAS)

CONSTITUTION

of

CLIFTON BEACH SURF LIFE SAVING CLUB INCORPORATED

1. NAME OF ASSOCIATION

The name of the association is **Clifton Beach Surf Life Saving Club Incorporated** ("**Association**").

2. OBJECTS OF 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 Surf Life Saving Tasmania ("SLST") and Surf Life Saving Australia Limited ("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 at Clifton Beach;
- (c) ensure the maintenance and enhancement of the Association, SLST, Surf Life Saving Clubs, SLSA and surf lifesaving, 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, SLST, Surf Life Saving Clubs, 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, SLST, Surf Life Saving Clubs, SLSA and surf lifesaving;
- (g) affiliate and otherwise liaise with SLST and SLSA, in the pursuit of these objects and the objects of surf lifesaving;
- (h) conduct, encourage, promote, advance and control surf lifesaving at Clifton 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 surf lifesaving;
- (m) strive for Governmental, commercial and public recognition of the Association as the authority on aquatic safety and management at Clifton 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 at Clifton Beach;
- (p) further develop surf lifesaving into an organised institution and with these objects in view, to foster, regulate, organise and manage assessments, competitions, displays and other activities and to issue badges, medallions and certificates and award trophies to successful Members;
- (q) review and/or determine any matters relating to surf lifesaving which may arise, or be referred to it, by any Member;
- (r) pursue through itself or other such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of surf lifesaving at Clifton Beach;
- (s) adopt and implement appropriate policies, including in relation to sexual harassment, equal opportunity, equity, drugs in sport, health, safety, junior and senior programs, infectious diseases and such other matters as arise from time to time as issues to be addressed in surf lifesaving;
- (t) represent the interests of its Members and of surf lifesaving generally in any appropriate forum at Clifton Beach;
- (u) have regard to the public interest in its operations;
- (v) 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;
- (w) ensure that environmental considerations are taken into account in all surf lifesaving and related activities conducted by the Association;
- (x) promote the health and safety of Members and all other users of the aquatic environment;
- (y) 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;
- (z) encourage and promote performance-enhancing drug free competition;

- (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 surf lifesaving and other distinguished services and acts;
- (bb) give, and seek where appropriate, recognition for Members to obtain awards or public recognition in fields of endeavour other than surf lifesaving;
- (cc) seek and obtain improved facilities for the enjoyment of the aquatic environment at Clifton Beach;
- (dd) promote uniformity of laws for the control and regulation of the aquatic environment at Clifton Beach and to assist authorities in enforcing these laws;
- (ee) effect such objects as may be necessary in the interests of surf lifesaving and the aquatic environment at Clifton Beach; and
- (ff) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these objects.

3. POWERS OF THE ASSOCIATION

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

4. APPLICATION OF INCOME

- (a) The income and property of the Association shall be applied solely towards the promotion of the Objects.
- (b) Except as prescribed in this Constitution:
 - (i) no portion of the income or property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member; and
 - (ii) no remuneration or other benefit in money or money's worth shall be paid or given by the Association to any Member who holds any office of the Association.
- (c) Nothing contained in **clauses 4(a)** or **4(b)** shall prevent payment in good faith of or to any Member for:
 - (i) any services actually rendered to the Association whether as an employee or otherwise;
 - (ii) goods supplied to the Association 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 Association;

- (v) any out-of-pocket expenses incurred by the Member on behalf of the Association;

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.

5. LIABILITY OF MEMBERS

The liability of the Members of the Association is limited.

6. MEMBER'S CONTRIBUTIONS

Every Member of the Association undertakes to contribute to the assets of the Association in the event of it being wound up while the 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 it ceases to be a Member and the costs, charges and expenses of winding up the Association, such an amount not exceeding one dollar (\$1.00).

7. DISTRIBUTION OF PROPERTY

7.1 Winding Up

If upon winding up or dissolution of the Association there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members but shall be given or transferred to some registered or exempt charity, having 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 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 Tasmania or other Court as may have or acquire jurisdiction in the matter.

7.2 Revocation

If the organisation is wound up or its endorsement as a deductible gift recipient is revoked (whichever occurs first), any surplus of the following assets shall be transferred to another organisation with similar objects, which is charitable at law, to which income tax deductible gifts can be made:

- o gifts of money or property for the principal purpose of the organisation
- o contributions made in relation to an eligible fundraising event held for the principal purpose of the organisation
- o money received by the organisation because of such gifts and contributions.

8. DEFINITIONS AND INTERPRETATION

8.1 Definitions

In this Constitution unless the contrary intention appears:

"Act" means the *Associations Incorporation Act 1964 (Tas)*.

"Association" means Clifton Beach Surf Life Saving Club Incorporated.

“By-Laws” means any By-Law made by the Committee under **clause 33**.

“Committee” means the body managing the Association and consisting of the Committee Members under **clause 28**.

“Committee Member” means a member of the Committee appointed in accordance with this Constitution.

“Constitution” means this Constitution of the Association.

“Delegate” means the person appointed from time to time to act for and on behalf of the Association and to attend, debate but not vote at General Meetings.

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

“General Meeting” means the annual or any special general meeting of the Association.

“Individual Member” means a registered member of the Association and can only include junior (*“Nipper”*) members; cadet members; active members; reserve active members; general members; long service members; award members; associated members; honorary members; and life members of the Association which are defined in the By-Laws.

“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 Association or any championship, competition, series or event or surf lifesaving activity of or conducted, promoted or administered by the Association.

“Life Member” means an individual appointed as a Life Member of the Association under **clause 11.2**.

“Surf Life Saving Club” means a surf lifesaving club which is a member of or otherwise affiliated with SLST or SLSA.

“SLST” means the body recognised by SLSA as the body administering surf lifesaving in Tasmania.

“Member” means a member for the time being of the Association.

“Objects” means the objects of the Association under **clause 2**.

“President” means the President for the time being of the Association.

“Seal” means the common seal of the Association and includes any official seal of the Association.

“SLSA” means Surf Life Saving Australia Limited.

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

“State” means and includes a State or Territory of Australia.

8.2 Interpretation

In this Constitution:

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

8.3 Severance

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

8.4 Expressions in the Act

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

8.5 Sole Purpose

The Association is established solely for the Objects.

8.6 Model Rules

The model rules under the Act are expressly displaced by this Constitution.

9. STATUS AND COMPLIANCE OF ASSOCIATION

9.1 Recognition of Association

Subject to compliance with this Constitution, the SLST constitution, and the SLSA constitution the Association shall continue to be recognised as a Member of SLST

and shall administer surf lifesaving activities at Clifton Beach in accordance with the Objects.

9.2 Compliance of Association

The Members acknowledge and agree the Association shall:

- (a) be or remain incorporated in Tasmania;
- (b) appoint a Delegate annually to represent the Association at General Meetings;
- (c) nominate such other persons as may be required to be appointed to SLST committees from time to time under this Constitution or the SLST constitution or otherwise;
- (d) forward to SLST a copy of its constituent documents and details of its Committee Members;
- (e) adopt the objects of SLST (in whole or in part as are applicable to the Association) and adopt rules which reflect, and which are, to the extent permitted or required by the Act, in conformity with the SLST constitution;
- (f) apply its property and capacity solely in pursuit of the Objects and surf lifesaving;
- (g) do all that is reasonably necessary to enable the Objects to be achieved;
- (h) act in good faith and loyalty to ensure the maintenance and enhancement of surf lifesaving, its standards, quality and reputation for benefit of the Members and surf lifesaving;
- (i) at all times act on behalf of and in the interests of the Members and surf lifesaving; and
- (j) by, adopting the objects of SLST, abide by the SLST Constitution.

9.3 Operation of 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 at Clifton 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 Surf Life Saving Club or surf lifesaving into disrepute;

the Association may after allowing the Member a reasonable opportunity to explain, adjudicate and if necessary penalise the Member with such penalty as it thinks appropriate.

10. ASSOCIATION'S CONSTITUTION

10.1 Constitution of the Association

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

- (a) the objects of SLST;
- (b) the structure and membership categories of SLST;
- (c) recognising SLSA as the national peak body for surf lifesaving in Australia, in accordance with the SLSA Constitution;
- (d) recognising SLST as the peak body for surf lifesaving in Tasmania;
- (e) recognising SLSA as the final arbiter on matters pertaining to surf lifesaving in Australia, including disciplinary proceedings; and
- (f) such other matters as are required to give full effect to the SLST constitution;

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

10.2 Operation of the SLST Constitution

- (a) The Association will take all steps to ensure its Constitution is in conformity with the SLST constitution at least to the extent set out in **clause 10.1** and in respect of those matters set out in **clause 10.1** shall ensure this Constitution is amended in conformity with future amendments made to the SLST constitution, subject to any prohibition or inconsistency in the Act.
- (b) The Association shall provide to SLST a copy of its Constitution and all amendments to this document. The Association acknowledges and agrees that SLST has power to veto any provision in its Constitution which, in SLST's opinion, is contrary to the objects of SLST.

11. MEMBERS

11.1 Categories 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;
- (b) Individual Members, who shall have the right to be present, to debate and to vote at General Meetings. For the avoidance of doubt only Individual Members over the age of fifteen (15) years of age will be entitled to vote at General Meetings; and
- (c) Social Members, who shall have the right to be present, to debate at General Meetings, but shall have no voting rights.

11.2 Life Members

- (a) The Committee may appoint, by unanimous resolution, any natural person who has rendered distinguished service to the Association and surf lifesaving during a minimum of fifteen (15) years, where such service is deemed to have assisted the advancement of the Association and surf lifesaving at Clifton Beach, as a Life Member.
- (b) A resolution of the Annual General Meeting to ratify the appointment of life membership by the Committee must be a Special Resolution.
- (c) A person must accept or reject the Association's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the register, and from the time of entry on the register the person shall be a Life Member.

12. 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 Committee from time to time.

13. APPLICATION

13.1 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 SLST and/or SLSA, from the applicant or its nominated representative and lodged with the Association;
- (b) accompanied by the appropriate fee, if any.

13.2 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 13.1** or not, and shall not be required or compelled to provide any reason for such acceptance or rejection.

In considering an application for membership the Association must act reasonably and in good faith.

- (b) Where the Association accepts an application the applicant shall, subject to notification to SLST, become a Member.
- (c) Membership of the Association shall be deemed to commence upon acceptance of the application by the Association. The Register shall be updated 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. No reasons for rejection need be given.

13.3 Re-Application

- (a) Members must re-apply for membership of the Association in accordance with the procedures set down by the Association from time to time. Membership renewal is not automatic and a re-application may be accepted or rejected by the Association in its discretion but acting reasonably and in good faith at all times. If the Association rejects a re-application, it shall refund any fees forwarded with the application, and the re-application shall be deemed rejected by the Association. No reasons for rejection need be given.
- (b) Upon re-application a Member must provide details of any change in their personal details, and any other information reasonably required by the Association.

13.4 Deemed Membership

- (a) All individuals who are, prior to the approval of this Constitution, members of the Association shall be deemed 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 may be 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 13.4(a)** shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

14. REGISTER OF MEMBERS

14.1 Register

The Association shall keep and maintain a Register in which shall be entered (as a minimum):

- (a) the full name, address, class of membership and date of entry of the name of each Member; and
- (b) the full name, address and date of entry of the name of each Committee Member and Delegate.

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

14.2 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, Committee Member or Delegate, shall be available for inspection (but not copying) by Members, upon reasonable request.

14.3 Use of Register

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

14.4 Right of SLST to Register

The Association shall provide a copy of the Register at a time and in a form acceptable to SLST, and shall provide regular updates of the Register to SLST. The Association agrees that SLST may utilise the information contained in the Register and the Register itself to further the objects of SLST, subject always to reasonable confidentiality considerations and privacy laws.

15. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) this Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution and By-Laws, the SLST constitution and regulations and the SLSA constitution and regulation;
- (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 Committee 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, SLST 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 at Clifton Beach; and
- (e) they are entitled to all benefits, advantages, privileges and services of Association membership.

16. DISCONTINUANCE OF MEMBERSHIP

16.1 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 of resignation or withdrawal.

16.2 Discontinuance by Breach

- (a) Membership of the Association may be discontinued by the Committee 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 resolution or determination made or passed by the Committee or any duly authorised committee.
- (b) Membership shall not be discontinued by the Committee under **clause 16.2(a)** without the Committee first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the Committee's view to adequately explain to remedy the breach, that Member's membership shall be discontinued under **clause 16.2(a)** by the Association giving written notice of the discontinuance.

16.3 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 16.3** as soon as practicable.

16.4 Member to Re-Apply

A Member whose membership has been discontinued or has lapsed under **clause 16.3**:

- (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 Committee.

16.5 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.

16.6 Membership may be Reinstated

Membership which has been discontinued under this **clause 16** may be reinstated at the discretion of the Committee, upon such conditions as it deems appropriate.

16.7 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.

17. GRIEVANCES, JUDICIAL AND DISCIPLINE

The Association adopts the Grievances, Judicial and Discipline Regulations of SLSA as amended from time to time.

18. 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 Committee.
- (b) All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with this Constitution.

19. NOTICE OF GENERAL MEETING

- (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 Committee 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 and 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.

20. BUSINESS

- (a) 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, the motion for affiliation with SLST and the appointment and fixing of the remuneration of the auditors.
- (b) 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 20(a)** shall be special business.
- (c) No business other than that stated on the notice shall be transacted at that meeting.

21. NOTICES OF MOTION

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 Secretary not less than 30 days (excluding receiving date and meeting date) prior to the General Meeting.

22. SPECIAL GENERAL MEETINGS

22.1 Special General Meetings May be Held

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

22.2 Requisition of Special General Meetings

- (a) The Secretary shall on the requisition in writing of fifteen (15) voting Members 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. 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 Secretary does not cause a Special General Meeting to be held within one month 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 Committee.

23. PROCEEDINGS AT GENERAL MEETINGS

23.1 Quorum

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings shall be 15 Members represented personally or by their proxies.

23.2 President to Preside

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

- (a) in relation to any election for which the President is a nominee; or
- (b) where a conflict of interest exists.

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

23.3 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 thirty (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 23.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

23.4 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 by:

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

23.5 Recording of Determinations

Unless a poll is demanded under **clause 23.4**, 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.

23.6 Where Poll Demanded

If a poll is duly demanded under **clause 23.4** it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairman directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

24. VOTING AT GENERAL MEETINGS

24.1 Members entitled to Vote

Each Member entitled to vote as set out in **clause 11.1** shall have one vote at General Meetings which, subject to this Constitution, shall be exercised by him or his validly appointed proxy.

24.2 Casting Vote

Where voting at General Meetings is equal the chairman may exercise a casting vote. The chairman does not have a deliberative vote.

25. PROXY VOTING

Proxy voting is not permitted at any General Meeting.

26. EXISTING COMMITTEE MEMBERS

The members of the governing or managing body (by whatever name called) of the Association in place immediately prior to approval of this Constitution under the Act shall continue in those positions until the next Annual General Meeting following such approval, and thereafter the positions of the President and other Committee Members shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

27. POWERS OF THE COMMITTEE

Subject to the Act and this Constitution, the business of the Association shall be managed, and the powers of the Association shall be exercised, by the Committee.

28. COMPOSITION OF THE COMMITTEE

28.1 Composition of the Committee

The Committee shall comprise:

- (a) the President;
- (b) the Secretary;
- (c) the Treasurer;
- (d) the Club Captain; and
- (e) two (2) other Committee Members;

who must all be Individual Members and who shall be elected under **clause 29**.

28.2 Portfolios

If the Committee considers it appropriate, in order to further the Objects, it may allocate Committee Members to specific portfolios, with specific responsibilities, as determined in the discretion of the Committee.

28.3 Right to Co-Opt

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

28.4 Appointment of Delegate

- (a) The Committee shall, from amongst its members, appoint a Delegate to attend general meetings of SLST for such term as the Committee determines, and otherwise in accordance with the SLST Constitution.

- (b) The Association must advise the SLST Chief Executive Officer in writing of its Delegate.

29. ELECTION OF COMMITTEE MEMBERS

29.1 Nominations of Candidates

- (a) Nominations for candidates to be elected to the Committee shall be called for by the Association forty-two days prior to the Annual General Meeting. When calling for nominations the Association 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 Committee from time to time.
- (b) Nominations of candidates for election as Committee Members (including the President) shall be:
 - (i) made in writing, signed by two Members and accompanied by the written consent of the nominee (which may be endorsed on the form of nomination); and
 - (ii) delivered to the Association not less than 7 days before the date fixed for the holding of the Annual General Meeting.
- (c) If insufficient nominations are received to fill all available vacancies on the Committee the candidates nominated shall, subject to declaration by the chairman, be deemed to be elected.
- (d) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated shall, subject to declaration by the chairman, 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 Committee.

29.2 Voting procedures

Elections shall be conducted by such means as is prescribed by the Committee.

29.3 Term of Office of Committee Members

The Committee 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. Committee Members may be re-elected.

30. VACANCIES OF COMMITTEE MEMBERS

30.1 Grounds for Termination of Office of Committee Member

In addition to the circumstances in which the office of a Committee Member becomes vacant by virtue of the Act, the office of a Committee Member becomes vacant if the Committee 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 his office in writing to the Association;
- (e) is absent without the consent of the Committee from meetings of the Committee 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 this constitution or the SLST constitution); or
- (j) would otherwise be prohibited from being a Committee Member of a corporation under the *Corporations Act*.

30.2 Remaining Committee Members May Act

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

30.3 Casual Vacancy

In the event of a casual vacancy in the office of any Committee Member, the Committee 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.

31. MEETINGS OF THE COMMITTEE

31.1 Committee to Meet

The Committee shall meet as often as is deemed necessary in every calendar year for the dispatch of business and subject to this Constitution may adjourn and otherwise regulate its meetings as it thinks fit. A Committee Member may at any time convene a meeting of the Committee within a reasonable time.

31.2 Decisions of Committee

Subject to this constitution, questions arising at any meeting of the Committee shall be decided by a majority of votes and a determination of a majority of Committee

Members shall be deemed a determination of the Committee. All Committee Members shall have one vote on any question. The chairman may exercise a casting vote where voting is equal.

31.3 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 Committee Members for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Committee Members duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Committee Members.
- (b) Without limiting the power of the Committee to regulate its meetings as it thinks fit, a meeting of Committee may be held where one or more of the Committee 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 Committee Members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Committee or this Constitution and such notice specifies that Committee Members are not required to be present in person;
 - (iii) in the event that a failure in communications prevents **clause 31.3(b)(i)** from being satisfied by that number of Committee Members which constitutes a quorum, and none of such Committee Members are present at the place where the meeting is deemed by virtue of the further provisions of this clause to be held then the meeting shall be suspended until **clause 31.3(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 Committee Members is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Committee Member is there present and if no Committee Member is there present the meeting shall be deemed to be held at the place where the Chairman of the meeting is located.

31.4 Quorum

At meetings of the Committee the number of Committee Members whose presence is required to constitute a quorum is a majority of the Committee Members.

31.5 Notice of Committee Meetings

Unless all Committee Members agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their presence) not less than 7 days oral or written notice of the meeting of the Committee must be given to each Committee Member.

31.6 Conflict of Interest

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

32. DELEGATIONS

32.1 Committee may Delegate Functions

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

32.2 Delegation by Instrument

The Committee 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 Committee by the Act or any other law, or this Constitution or by resolution of the Association in General Meeting.

32.3 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.

32.4 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 Committee under **clause 31**. 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.

32.5 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.

32.6 Revocation of Delegation

The Committee 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.

33. BY-LAWS

33.1 Committee to Formulate By-Laws

The Committee may formulate, issue, adopt, interpret and amend such By-Laws for the proper advancement, management and administration of the Association, the advancement of the Objects and surf lifesaving at Clifton Beach as it thinks necessary or desirable. Such By-Laws must be consistent with the Constitution, the SLST constitution, the SLSA constitution and any regulations or by-laws made by SLST or SLSA. If any By-Laws are inconsistent with the SLST or SLSA constitution and regulations the By-Laws shall be null and void and will be inapplicable.

33.2 By-Laws Binding

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

33.3 By-Laws Deemed Applicable

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

33.4 Notices Binding on Members

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

34. FUNDS, RECORDS AND ACCOUNTS

34.1 Source of Funds

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

34.2 Association to Keep Records

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

34.3 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 Committee.

34.4 Association to Retain Records

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

34.5 Committee to Submit Accounts

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

34.6 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.

34.7 Accounts to be Sent to Members

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

34.8 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 any two duly authorised Committee Members or in such other manner as the Committee determines.

35. AUDITOR

- (a) A properly qualified auditor or auditors shall be appointed, and the remuneration of such auditor or auditors fixed by the Association in General Meeting. The auditor's duties shall be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with the *Corporations Act* 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.

36. NOTICE

36.1 Manner of Notice

- (a) Notices may be given to any person entitled under this Constitution to receive any notice by sending the notice by pre-paid post or facsimile transmission or where available, by electronic mail, to the Member's registered address or facsimile number or electronic mail address.

- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three days after posting.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- (d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the electronic mail message was received at the electronic mail address to which it was sent.

36.2 Notice of General Meeting

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

37. SEAL

37.1 Safe Custody of Seal

The Committee shall provide for safe custody of the Seal.

37.2 Affixing Seal

The Seal shall only be used by authority of the Committee and every document to which the seal is affixed shall be signed by two Committee Members.

38. ALTERATION OF CONSTITUTION

The Constitution of the Association 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).

39. INDEMNITY

39.1 Committee Members to be Indemnified

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

39.2 Association to Indemnify Committee Members

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

- (a) in the case of a Committee Member of 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 his employment by the Association.

40. DISSOLUTION

Subject to **clauses 6 and 7**, the Association may be wound up in accordance with the provisions of the Act.

41. AUTHORITY TO TRADE

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