CONSTITUTION OF SCARBORO SURF LIFE SAVING CLUB INC

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1. NAME OF THE CLUB, CLUB COLOURS AND BADGE

1.1 The name of the incorporated association is Scarboro Surf Life Saving Club Inc (the Club).

1.2 The Club colours shall be Emerald Green, Gold and Black. Any change shall be subject to the approval of SLSWA.

1.3 The style and form of the Club Badge will be as defined in the By-Laws from time to time and any change shall be subject to the approval of SLSWA.

2. DEFINITIONS AND INTERPRETATIONS

2.1 Definitions

In this Constitution unless the context requires otherwise:

Act means the *Associations Incorporation Act 2015* (WA).

AGM or **Annual General Meeting** means the annual General Meeting of the Club required to be held by the Club in each calendar year.

Annual Subscription means the annual fees payable by each category of Member in advance as determined by the Board under **clause 9(a)**.

Appointed Director means a Director appointed under **clause 19**.

Board or **Directors** means the body consisting of the Directors under **clause 17.1**.

By-Law means a by-law made under **clause 25**.

Chair means the person elected under **clause 22.6**.

Commissioner means the person referred to under clause **6.5(a)**.

Committee means a committee established by the Board under **clause 24**.

Constitution means this Constitution as amended from time to time, and a reference to a particular clause is a reference to a clause of this Constitution.

Director means a director of the Club and includes Elected Directors and Appointed Directors.

Elected Director means a Director of the Club elected under **clause 18**.

Financial Year means the year commencing 1st May in any calendar year.

General Meeting means a general meeting of Members and includes the AGM and any SGM.

Honorary Officers means those persons listed under **clause 24.1**.

Intellectual Property means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Club or any activity of or conducted, promoted or administered by the Club.

Life Member means a Member admitted to the Club under **clause 7.3**.

Local Area means the geographical area at Scarborough Beach in which the Club operates as determined by SLSWA and City of Stirling.

Member means a registered, financial Member of the Club in any category under **clause 7**.

Objects mean the objects of the Club in **clause 3**.

Officers means those Members who are appointed by the Board under **clause 24.2** to carry out certain functions and/or activities of the Club and whose duties are laid down in the By-Laws.

Policy means a policy made under **clause 25**.

Register means the register of Members kept in accordance with **clause 10**.

Special General Meeting or SGM means a General Meeting other than an AGM.

Special Resolution has the same meaning as that given to it in the Act.

SLSA means Surf Life Saving Australia Limited, the national organisation for Surf Life Saving in Australia.

SLSWA means Surf Life Saving Western Australia Incorporated, the State Centre for Surf Life Saving in Western Australia.

Voting Member means those Members of the Club entitled to vote in a General Meeting as set out under **clause7.2** and any Member appointed by the Board as an Officer for the immediately preceding season.

2.2 Interpretation

In this Constitution unless the context requires otherwise:

(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 By-Law or Policy includes reference to the other, the terms being interchangeable;

(h) a reference to a statute, ordinance, code or other law includes Regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and

(i) 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.

2.3 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.

2.4 The Act

(a) In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act.

(b) The model rules created under the Act are displaced by this Constitution and accordingly do not apply to the Club.

3. OBJECTS

The Club is a charitable organisation established solely for these Objects. The Objects of the Club are to:

(a) Protect and preserve life in the Western Australian and local marine environment as a member of SLSWA and SLSA;

(b) Liaise with the City of Stirling on measures to ensure the safety, preservation of life and relief of distress of the public on Scarborough Beach and other agreed patrol areas;

(c) Encourage, promote and administer the Club as a beneficial, volunteer, member-based, community service, charity and emergency service;

(d) Encourage Members to realise their potential by providing them the opportunity of education, training and participation in Surf Lifesaving competition;

(e) Promote mutual trust and confidence within the Club;

(f) Promote the financial, community and emergency service success, strength and stability of the Club;

(g) Appropriately develop, use and protect the Intellectual Property of SLSA, SLSWA and the Club;

(h) Appropriately apply the property and capacity of the Club towards the fulfilment of these Objects;

(i) Protect public safety and have regard to the public interest in its operations.

4. POWERS OF THE CLUB

Solely for furthering the Objects, the Club has the legal capacity and powers as set out under section 14 of the Act.

5. INCOME AND PROPERTY OF THE CLUB

5.1 Sole Purpose

The income and property of the Club must be applied solely towards the promotion of the Objects of the Club.

5.2 Payments to Members

No part of the income or property of the Club may be paid or otherwise distributed, directly or indirectly, to any Member except for payments to a Member in good faith in the promotion of the Objects as follows:

(a) in return for any services rendered or goods supplied; or training subsidies; or awards presented; or travel subsidies as authorised by the Board in the ordinary and usual course of business of the Club; or

(b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent; or

(c) of reasonable rent for premises let by them to the Club.

6. STATUS AND COMPLIANCE OF CLUB

6.1 Recognition of Club

The Club is a member of SLSWA and as such a member of SLSA and is recognised by SLSWA as the entity responsible for the delivery of surf lifesaving in the Local Area and is subject to compliance with the SLSWA constitution. The SLSWA constitution shall continue to be so recognised and the Club shall administer surf lifesaving in the Local Area in accordance with the Objects and the objects of SLSWA.

6.2 Constitution of the Club

This Constitution will clearly reflect the objects of SLSWA and SLSA and will conform to the constitution of SLSWA, subject always to the Act.

6.3 SLSWA

The Club must not resign, disaffiliate or otherwise seek to withdraw from SLSWA without approval by Special Resolution.

6.4 Amendment of the Constitution

No addition, alteration or amendment shall be made to this Constitution unless the same has been approved by Special Resolution of the Club.

6.5 Constitutional Amendment Notification

(a) Within one (1) month of the passing of a Special Resolution to amend the Constitution, the Board shall provide to the Commissioner of the Department of Mines, Industry Regulation and Safety (or its equivalent) certified particulars of the change. No effect will be given to the change without prior approval of the Commissioner.

(b) The Directors of the Board must notify the Australian Taxation Office of any alterations made to the Constitution which will affect the Club's entitlement for endorsement.

(c) The Board will notify SLSWA of any proposed alterations to the Constitution and must notify SLSWA of any alterations made to the Constitution.

7. MEMBERSHIP

7.1 Minimum number of Members

The Club must have at least 6 Voting Members.

7.2 Categories of Members

The Members of the Club shall consist of:

(a) Junior Members, who are younger than 15 years of age and subject to this Constitution, shall have the right to receive notice of General Meetings and to be present and debate but not vote at General Meetings;

(b) Active Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, debate and vote at General Meetings;

(c) Associate Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, debate but not vote at General Meetings;

(d) Honorary and Service Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, debate but not vote at General Meetings, with the exception of Life Members and Long Service Members who may vote at General Meetings;

(e) Community Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, debate but not vote at General Meetings; and

(f) such new or other categories of Members as may be established by the Board. Any new category of Member established by the Board cannot be granted voting rights without the approval of the Club in General Meeting.

7.3 Life Members

(a) Life Membership may be granted to current or past Members who have rendered special and outstanding service to the Club and have completed at last ten (10) years consecutive membership from the age of 18 years or twelve (12) years in the case of broken service, in any case excluding leave of absence.

(b) Life Members shall be appointed by the Life Membership Committee, defined under **clause 24.3(d)**, which shall report any such appointment to the next Annual General Meeting following such appointment.

7.4 Temporary Members

(a) Temporary membership may be accorded to a person visiting the Club as a member or an official of another club if they are to:

(i) engage in a pre-arranged event with the Club conducted for the purposes of any of the Objects; or

(ii) hold a pre-arranged function at the Club involving the use of the Club's facilities.

7.5 Application for Membership

(a) Subject to this Constitution, to be eligible for membership as a Member, except as a Life Member which is governed by **clause 7.3**, the applicant must be a natural person and meet any other criteria set by the Board from time to time.

(b) Subject to this Constitution or any procedures set by the Board from time to time, an application for membership as a Member except a Life Member must be:

(i) in writing on the form (if any) prescribed from time to time by the Board, from the applicant or their nominated representative and lodged with the Club; and

(ii) accompanied by the appropriate fee (if any).

7.6 Discretion to Accept or Reject Application

(a) The Board may accept or reject an application, irrespective of whether:

(i) the applicant is a new applicant making an application under **clause 7.5** or an expiring Member reapplying under **clause7.7**; or

(ii) the applicant has complied with the requirements in **clause 7.5** or not.

(b) Where the Board accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Board. The Register shall be amended accordingly as soon as practicable.

(c) Where the Board rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Club.

(d) The Board is not required or compelled to provide any reason for such acceptance or rejection.

(e) There is no right of appeal where the Board rejects an application for membership, whether a new application or a renewal application.

7.7 Renewal of Membership

(a) Membership of the Club (other than Life Membership) expires annually at 5.00pm on the day immediately prior to the Annual General Meeting.

(b) Members (other than Life Members) must reapply for membership of the Club each Financial Year and in accordance with the procedures set down by the Board from time to time.

(c) Life Members, in order to retain current active membership status in consideration of the provisions of this Constitution, shall comply with any SLSA requirements that may apply at any time.

(d) The Board may accept or reject a reapplication for membership in accordance with **clause7.6**.

(e) Upon reapplication a Member must provide details of any change in their personal details, and any other information reasonably required by the Board.

7.8 General

(a) No Member whose membership ceases has any claim against the Club or the Directors for damages or otherwise arising from cessation or termination of membership.

(b) Membership is personal to each Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.

(c) Members must treat all staff, contractors and representatives of the Club and all other Members with respect and courtesy at all times.

(d) Members must not act in a manner unbecoming of a Member or prejudicial to the Objects and/or interests of the Club, SLSWA or surf lifesaving.

7.9 Limited Liability

Members have no liability except as set out in **clause 30(b)**.

8. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

(a) this Constitution constitutes a contract between each of them and the Club and that they are bound by this Constitution, the By-Laws, the SLSWA constitution and the SLSA constitution and regulations;

(b) they shall comply with and observe this Constitution, the By-Laws and the SLSWA constitution, the SLSA constitution and any determination, resolution or policy which may be made or passed by the Board or any duly authorised committee;

(c) by submitting to this Constitution and the By-Laws they are subject to the jurisdiction of the Club;

(d) this Constitution is made in pursuit of a common purpose, namely for the mutual and collective benefit of the Club, the Members and surf lifesaving;

(e) this Constitution and By-Laws are necessary and reasonable for promoting the Objects and particularly the advancement and protection of the Club;

(f) neither membership of the Club nor this Constitution gives rise to:

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

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

(iii) subject to the Act and the Club acting in good faith, the right of Members to natural justice unless expressly provided for in this Constitution; and

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

9. FEES AND SUBSCRIPTIONS

(a) The Directors must determine from time to time:

(i) the amount (if any) payable by an applicant for membership;

(ii) the amount of the annual membership fee payable by each Member, or any category of Members;

(iii) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and

(iv) the payment method and due date for payment.

(b) The Board is empowered to prevent any Member whose Annual Subscription or any other fees or obligations as a Member are in arrears from exercising the whole or any of the rights or privileges of membership of the Club, including but not limited to the right to vote at General Meetings.

(c) If a Member's Annual Subscription or any other fees are in arrears for one month from the due date that Member's membership ceases.

10. REGISTERS

10.1 Club to keep Register

The Club shall keep and maintain a Register in accordance with the Act in which shall be entered (as a minimum):

(a) the full name, one or more of the residential or postal or email address, category of membership, and date of entry of each Member including Life Members;

(b) the full name, one or more of the residential or postal or email address and date of entry to office of each Director, person who is authorised to use the common seal of the Club and any person appointed to act as trustee on behalf of the Club; and

(c) where applicable, the date of termination of membership of any Member.

Members, Directors and any person referenced in this **clause 10.1** shall provide notice of any change and required details to the Club within 28 days of such change.

10.2 Inspection of Register

(a) Having regard to the Act and subject to this **clause 10.2**, the Register shall be available for inspection and copying by Members, upon reasonable request to the Board. A Member may also in writing request the Board provide the Member with a copy of the Register.

(b) Where a Member wishes to copy, or wishes to receive a copy, of the Register, the Member must first provide to the Board a statutory declaration setting out the purpose for which the copy is required and declaring the purpose is connected with the affairs of the Club.

(c) Subject to the Act, the Board may determine a reasonable charge for the cost of complying with a request under **clause 10.2(a)**.

10.3 Use of Register

Subject to the Act, confidentiality considerations and privacy laws:

(a) the Board may use the Register to further the Objects, in such manner as the Board considers appropriate; and

(b) a Member must only use or disclose information in the Register for a purpose that is in good faith, is directly connected with the affairs of the Club or that is related to the administration of the Act.

11. DISCONTINUANCE OF MEMBERSHIP

11.1 Notice of Resignation

Any Member who has paid all monies due and payable to the Club may resign from the Club by giving thirty days' notice in writing to the Board of such intention to resign. Upon the expiration of that period of notice, the Member shall cease to be a member.

11.2 Expiration of Notice Period

Upon the expiration of a notice given under **clause 11.1**, an entry, recording the date on which the Member who gave notice ceased to be a Member, shall be recorded in the Register.

11.3 Resignation by failure to pay subscription

(a) Subject to **clause 11.4**, a Member is taken to have resigned if:

(i) the Member's Annual Subscription is outstanding more than one month after the due date determined by the Board in accordance with **clause 9(a)(iv)**; or

(ii) no Annual Subscription is payable:

(A) the Board has made a written request to the Member to confirm that they wish to remain a Member; and

(B) the Member has not, within one month after receiving that request, confirmed in writing that they wish to remain a Member.

(b) Should a sufficient explanation be made to the Board for the failure to pay subscription or reason for not responding to a request, the Board shall have the power to restore the Membership upon payment of the amount due (if any).

11.4 Discontinuance for Failure to Renew

Membership of the Club (except Life Membership) is automatically discontinued if a Member (except a Life Member) has not reapplied for membership of the Club before the end of the first month of rostered patrols in each season.

11.5 Forfeiture of Rights

A Member who ceases to be a Member, for whatever reason, shall forfeit all rights in and claim upon the Club and its property.

12. DISCIPLINE OF MEMBERS

12.1 Establishing a Disciplinary Committee

Where the Board is advised of an allegation (not being vexatious, trifling or frivolous) or considers that a Member has allegedly:

(a) breached, failed, refused or neglected to comply with a provision of this Constitution, the By-Laws or any resolution or determination of the Board or any duly authorised Committee; or

(b) acted in a manner unbecoming of a Member or prejudicial to the Objects and the interests of the Club and/or surf lifesaving, or another Member; or

(c) brought themselves, another Member, the Club or surf lifesaving into disrepute,

the Board may by resolution establish a disciplinary hearing in accordance with **clause24.3(e)**, to convene to hear a matter against any Member and to determine what action, if any, to take against that Member (**Disciplinary Hearing**), and that Member, will be subject to, and submits unreservedly to the jurisdiction, disciplinary procedures and penalties and the appeal mechanisms (if any) in this Constitution or such other procedures and mechanisms as may be adopted or implemented by the Board from time to time.

12.3 Provisional Suspension

The Board may by resolution provisionally suspend a Member subject to a Disciplinary Hearing until such time as a disciplinary hearing can consider a matter and make a finding.

13. GRIEVANCE PROCEDURE

(a) The grievance procedure set out in this clause applies to disputes relating to this Constitution between a Member and:

(i) another Member, or

(ii) the Club.

(b) The parties to the dispute must meet (which may, if agreed by the parties, take place by using any technology that allows the parties to clearly and simultaneously communicate with each other) and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all parties.

(c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties may, within 10 days, refer the dispute to the Western Australian State Administrative Tribunal, (or such other similar body in circumstances where the Western Australian State Administrative Tribunal is no longer in existence) for resolution.

(d) The Board may prescribe additional grievance procedures in By-Laws consistent with this **clause 13**.

14. GENERAL MEETINGS

14.1 Annual General Meeting

AGMs of the Club are to be held:

(a) according to the Act, including a least once in each calendar year and within six (6) months after the end of the Financial Year; and

(b) otherwise as determined by the Directors (including date and venue).

14.2 Power to convene General Meeting

(a) The Directors may convene a General Meeting when they think fit and must do so if required by the Act.

(b) The Board must, within seven (7) days of receipt of a requisition in writing, which shall clearly state the business to be conducted, from at least twenty percent (20%) of the Voting Members, convene a General Meeting.

14.3 Notice of General Meeting

(a) Notice of a General Meeting of Members must be given:

(i) to all Members, the Directors, and the auditor of the Club; and

(ii) in accordance with **clause 28** and the Act.

(b) At least thirty five (35) days' prior to the proposed date of the General Meeting, the Board will request from Voting Members notices of motion, which must be received no less than twenty one (21) days prior to the General Meeting.

(c) At least fourteen (14) days' notice of the time and place of a General Meeting must be given, together with:

(i) all information required to be included in accordance with the Act;

(ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;

(iii) where applicable, any notice of motion received from any Voting Member or Director; and

(iv) where applicable, a list of all nominations received for positions to be elected at the relevant General Meeting.

14.4 No other business

No business other than that stated in the notice of meeting may be transacted at a General Meeting.

14.5 Cancellation or postponement of General Meeting

Where a General Meeting (including an AGM) is convened by the Directors they may, if they think fit, cancel the meeting or postpone the meeting to a date and time they determine. However, this clause does not apply to a General Meeting convened by:

(a) Voting Members according to the Act;

(b) the Directors at the request of Members;

(c) the Commissioner; or

(d) a Court.

14.6 Written notice of cancellation or postponement of General Meeting

Notice of the cancellation or postponement of a General Meeting must state the reasons for doing so and be given to:

(a) each Member; and

(b) each other person entitled to notice of a General Meeting under this Constitution or the Act,

at least 7 days prior to the date of the General Meeting.

14.7 Contents of notice postponing General Meeting

A notice postponing a General Meeting must specify:

(a) the new date and time for the meeting;

(b) the place where the meeting is to be held, which may be either the same as or different from the place specified in the notice originally convening the meeting; and

(c) if the meeting is to be held in 2 or more places, the technology that will be used to hold the meeting in that manner.

14.8 Number of clear days for postponement of General Meeting

The number of clear days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of clear days' notice of that General Meeting required to be given by **clause 14.6**.

14.9 Business at postponed General Meeting

The only business that may be transacted at a postponed General Meeting is the business specified in the notice originally convening the meeting.

14.10 Non-receipt of notice

The non-receipt of a notice convening, cancelling or postponing a General Meeting by, or the accidental omission to give a notice of that kind to, a person entitled to receive it, does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of the meeting.

14.11 No proxy voting

Proxy voting is not permitted at General Meetings of the Club.

14.12 Postal voting

Postal voting or voting by electronic communication at General Meetings of the Club may be permitted from time to time in such instances as the Directors may determine and shall be conducted in accordance with procedures prescribed by the Directors.

15. PROCEEDINGS AT GENERAL MEETING

15.1 Number for a quorum

The number of Voting Members who must be present and eligible to vote for a quorum to exist at a General Meeting is twenty percent (20%) of Voting Members.

15.2 Requirement for a quorum

An item of business may not be transacted at a General Meeting unless a quorum is present and remains throughout the General Meeting.

15.3 Quorum and time – Special General Meetings

If within 30 minutes after the time appointed for a SGM, or at any other time during the meeting, a quorum is not present, the meeting:

(a) if convened by, or on requisition of, Members is dissolved; and

(b) in any other case stands adjourned to such other day, time and place as the chair determines.

15.4 Quorum and time – AGMs

(a) If within 30 minutes after the time appointed for an AGM, or at any other time during the meeting, a quorum is not present, the AGM stands adjourned to such other day, time and place as the chair determines.

(b) Where an AGM has been adjourned under **clause 15.4(a)**, such Voting Members as are present on the adjourned date shall constitute a quorum.

15.5 President to preside over General Meetings

(a) The President is entitled to preside as chair at General Meetings.

(b) If a General Meeting is convened and there is no Chair, or the President is not present within 15 minutes after the time appointed for the meeting or is unable or unwilling to act, the following may preside as chair (in order of entitlement):

(i) a Director (or other person) chosen by a majority of the Directors present;

(ii) the only Director present; or

(iii) a Voting Member chosen by a majority of the Voting Members present.

15.6 Conduct of General Meetings

(a) The chair of a General Meeting:

(i) has charge of the general conduct of the meeting and of the procedures to be adopted;

(ii) may require the adoption of any procedure which in their opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and

(iii) may, having regard where necessary to the Act or the *Corporations Act 2001* (Cth), terminate discussion or debate on any matter whenever they consider it necessary or desirable for the proper conduct of the meeting.

(b) A decision by the chair under this **clause 15.6** is final.

15.7 Adjournment of General Meeting

(a) The chair may with the consent of any General Meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.

(b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the members present.

(c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

15.8 Notice of adjourned meeting

(a) It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 30 days or more.

(b) In that case, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

15.9 Questions decided by majority

Subject to the requirements of the Act (if any) and except in the case of a Special Resolution, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it.

15.10 Equality of votes

Where an equal number of votes are cast in favour of and against a resolution, that resolution is not carried. For the avoidance of doubt the chair does not have a casting vote where voting is equal.

15.11 Declaration of results

(a) At any General Meeting, a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.

(b) A declaration by the chair 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 minutes of the meetings of the Club, is conclusive evidence of the fact.

(c) Neither the chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

15.12 Poll

(a) If a poll is properly demanded in accordance with the *Corporations Act 2001* (Cth) or by the chair of the meeting, it must be taken in the manner and at the date and time directed by the chair, and the result of the poll is the resolution of the meeting at which the poll was demanded. On a poll, each Voting Member will have the number of votes fixed under **clause 16**.

(b) A poll demanded on the election of a chair or on a question of adjournment must be taken immediately.

(c) A demand for a poll may be withdrawn.

(d) A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

15.13 Objection to voting qualification

(a) An objection to the right of a person to attend or vote at a General Meeting (including an adjourned meeting):

(i) may not be raised except at that meeting; and

(ii) must be referred to the chair, whose decision is final.

(b) A vote not disallowed under the objection is valid for all purposes.

15.14 Chair to determine any poll dispute

If there is a dispute about the admission or rejection of a vote, the chair must decide it and the chair's decision made in good faith is final.

15.15 Minutes

(a) The Board must ensure that minutes are taken and kept of each General Meeting.

(b) The minutes must record:

(i) the business considered at the meeting;

(ii) any resolution on which a vote is taken and the result of the vote; and

(iii) the names of persons present at all meetings.

(c) In addition, the minutes of each AGM must include:

(i) the financial statements submitted to the Members in accordance with the Act; and

(ii) any audited accounts and auditor's report or report of a review accompanying the financial statements that are required under the Act.

16. VOTES OF MEMBERS

(a) At a General Meeting, on a show of hands and on a poll, each Voting Member shall have one vote.

(b) No Members other than Voting Members are entitled to vote at General Meetings. In order to vote, Voting Members must be financial and compliant with all obligations of the Club as at the cut off time set by the Directors (at their absolute discretion) and details in the Notice of General Meeting.

17. BOARD OF DIRECTORS

17.1 Composition of the Board

The Board shall consist of:

(a) eight (8) Elected Directors all of whom will be elected under **clause 18.4**; and

(b) up to 2 additional Appointed Directors who shall be appointed in accordance with **clause 19**.

17.2 Qualifications

The Board may determine from time to time, job descriptions and qualifications for Directors. Eligibility is also subject to a potential director meeting the requirements of the Act.

17.3 Remuneration of Directors

A Director must not be paid for services as a Director but, with the approval of the Directors and subject to the Act, may be:

(a) where approved by resolution of the General Meeting, paid by the Club for services rendered to it other than as Directors; and

(b) reimbursed by the Club for their reasonable travelling, accommodation and other expenses when:

(i) travelling to or from meetings of the Directors, a Committee or the Club; or

(ii) otherwise engaged on the affairs of the Club.

18. ELECTED DIRECTORS

18.1 Elected Directors' Portfolios

The eight (8) Elected Directors of the Club shall be:

a) President, Director Administration, Director Business Development, Director Finance, Director Beach Operations, Director Surf Sports, Director Member Services, Director Member Development.

b) Directors' portfolio responsibilities shall be as defined in the By-Laws.

18.2 Nomination for Board

Nominations for Elected Directors shall be called for by the Board at least thirty five (35) days prior to the General Meeting at which the election is to be held (usually the AGM).

18.3 Form of Nomination

Nominations must be:

(a) in writing on the prescribed form (if any);

(b) signed by a Voting Member;

(c) certified by the nominee expressing their willingness to accept the position for which they are nominated; and

(d) delivered to the Club not less than 21 days before the date fixed for the holding of the General Meeting.

18.4 Elections

(a) If the number of nominations received for positions on the Board is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Board, then those nominated shall only be declared elected if they are elected by a simple majority of members by secret ballot. If after the poll, a simple majority has not been achieved, the positions will be deemed casual vacancies under **clause 20.1**.

(b) If there are insufficient nominations received to fill all vacancies on the Board, the positions will be deemed casual vacancies under **clause 20.1**.

(c) 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 order drawn by ballot, for each vacancy on the Board.

(d) The voting shall be conducted in such manner and by such method as may be determined by the Board from time to time.

18.5 Term of Appointment

(a) Subject to this Constitution, and in particular **clause 18.5(b)**, Elected Directors shall be elected in accordance with this Constitution for a term of 2 years, which shall commence from the conclusion of the General Meeting at which the election occurred until the conclusion of the second AGM following.

(b) Over each two year period, four Elected Directors shall be elected in the first year and four Elected Directors shall be elected in the second year.

(c) To ensure rotational terms:

(i) at the first AGM following adoption of **clause 18.5(a)**, President, Director Administration, Director Beach Operations and Director Member Development shall retire at the first AGM after their election; and

(ii) Director Finance, Director Business Development, Director Surf Sports and Director Member Services shall retire at the second AGM after their election;

(iii) after which subsequent elections shall proceed in accordance with the rotational terms under **clause 18.5(a)**

(d) No person who has served as an Elected Director for a period of 5 consecutive full terms (10 years) shall be eligible for re-election as a Director for at least 1 year following the date of conclusion of their last term as a Director.

19. APPOINTED DIRECTORS

19.1 Appointment of Appointed Director

The Elected Directors may appoint up to 2 Appointed Directors in accordance with this Constitution.

19.2 Qualifications for Appointed Directors

Appointed Directors should have skills that complement and/or supplement any skill gaps that may exist in the Board, with the aim of ensuring that the Board has all the necessary skills to govern the organisation. Appointed Directors do not need to be Members or have experience in, or exposure to, surf lifesaving.

19.3 Term of Appointment

(a) Directors appointed under **clause 19.1** may be appointed by the Elected Directors in accordance with this Constitution for a term of up to 2 years, which shall commence and conclude on dates as determined by the Elected Directors.

(b) Following the adoption of this Constitution, no person who has served as an Appointed Director for a period of up to2 consecutive full terms (4 years) shall be eligible for re-appointment as a Director for at least 1 year following the date of conclusion of their last term as a Director.

20. VACANCIES ON THE BOARD

20.1 Casual Vacancies

(a) Any casual vacancy that occurs in the position of an Elected Director may be filled by the remaining Elected Directors from among appropriately qualified persons.

(b) Any casual vacancy filled in the first year of a term shall be put to the next AGM for endorsement in accordance with **clause 18.4(a)**, notwithstanding that any casual vacancy may only be filled for the remainder of the vacating Director's term under this Constitution.

(c) Any period served under this **clause 20.1** counts as a full term for the purposes of **clause 18.5(d)**.

20.2 Grounds for Termination of Director

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

(a) dies;

(b) becomes bankrupt or makes any arrangement or composition with their creditors generally;

(c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;

(d) resigns their office in writing to the Club;

(e) is absent without the consent of the Board from meetings of the Board held during a period of 3 months;

(f) is an employee of the Club;

(g) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of their interest;

(h) after reasonable consideration by the Board it determines the Director:

(i) has acted in a manner unbecoming or prejudicial to the Objects and/or interests of the Club and/or surf lifesaving; or

(ii) has brought themself, the Club or surf lifesaving into disrepute,

provided the Director is first given the opportunity to make written or oral submissions to the Board before a determination is made;

(i) is removed by Special Resolution; or

(j) would otherwise be prohibited from sitting on the Board under the Act or from being a director of a corporation under the *Corporations Act 2001* (Cth).

20.3 Board May Act

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

21. POWERS AND DUTIES OF DIRECTORS

21.1 Directors to manage the Club

The Directors are to manage the Club's business and may exercise those of the Club's powers that are not required, by the Act or by this Constitution, to be exercised by the Club in General Meeting.

21.2 Specific powers of Directors

Without limiting **clause 21.1**, the Directors may exercise all the Club's powers to manage the Club's funds, to borrow or raise money, to charge any property or business or to give any other security for a debt, liability or obligation of the Club or of any other person.

21.3 Time, etc.

Subject to the Act, where this Constitution requires that something be done by a particular time, or within a particular period, or that an event is to occur or a circumstance is to change on or by a particular date, the Directors may in their absolute discretion, extend that time, period or date as they think fit.

21.4 Code of Conduct

The Directors must:

(a) adopt a code of conduct for Directors; and

(b) periodically review the code of conduct in light of the general principles of good corporate governance.

21.5 Delegate of Club

(a) The Board shall appoint a delegate to attend meetings and events on the Club's behalf from time to time. This shall include, but is not limited to, representing the Club at general meetings of SLSWA.

(b) The Club's delegate must be:

(i) an Individual Member over the age of 18 years;

(ii) be a current financial Member of the Club;

(iii) be empowered by the Board to make decisions and vote in proceedings at meetings of SLSWA on the Club's behalf; and

(iv) not be a delegate for more than one member club of SLSWA.

(c) The Board shall advise SLSWA prior to a relevant meeting or event of who its delegate will be. If the Club does not provide notification to SLSWA, the President of the Club shall be deemed to be the delegate. The Club shall advise SLSWA within seven days of any change to its nominated delegate.

22. PROCEEDINGS AT DIRECTORS' MEETINGS

22.1 Directors' meetings

(a) Subject to **clause 22.1(b)**, the Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.

(b) the Directors must meet within 14 days of the AGM to review the Club's governance principles and conduct business as determined under this Constitution; and at least five (5) other times prior to the next AGM.

(c) within 42 days of its first meeting following the AGM, the Directors shall cause to be held a meeting of the Directors and Appointed Officers to set out a course of action for the ensuing season, among other things as may be pertinent.

22.2 Questions decided by majority

A question arising at a Directors' meeting is to be decided by a majority of votes of the Directors present in person and entitled to vote. Each Director present has 1 vote on a matter arising for decision by Directors.

22.3 Chair's casting vote

The chair of the meeting will not have a casting vote.

22.4 Quorum

50% plus 1 of the Directors present in person constitutes a quorum.

22.5 Convening meetings

(a) A Director may convene a Board meeting.

(b) Unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced in writing or by their presence) not less than two days written notice of a Board meeting shall be given to each Director.

(c) Written notice of each Board meeting, specifying the general nature of the time, date and place of the Board meeting and the business to be transacted, shall be served on each Director by:

(i) delivering it to that Director personally; or

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

in accordance with the Director's last notified contact details.

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

22.6 President to chair meetings of Directors

(a) The President shall Chair meetings of Directors.

(b) Despite **clause 22.6(a)**, if:

(i) the President is not present within 15 minutes after the time appointed for the holding of the meeting; or

(ii) the President is unwilling to act,

the Directors present may elect one of their number to be chair of the meeting.

22.7 Circulating resolutions

(a) The Directors may pass a resolution without a Board meeting being held if the required majority of the Directors who are entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.

(b) Separate copies of the document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy.

(c) The resolution is passed when the last Director required to achieve the required majority signs.

22.8 Validity of acts of Directors

Everything done at a Board meeting or a Committee meeting, or by a person acting as a Director, is valid even if it is discovered later that there was some defect in the appointment, election or qualification of any of them or that any of them was disqualified or had vacated office.

22.9 Directors' interests

(a) A Director shall declare to the Board at the relevant meeting and to the Members at the next AGM of the Club, that Director's interest in any matter in which any material personal interest or related party transaction arises as defined by the *Corporations Act 2001* (Cth); and that Director must absent themselves from discussion of such matter and shall not be entitled to vote in respect of such matter.

(b) In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Directors or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.

(c) The Board shall maintain a register of declared interests.

22.10 Minutes

(a) The Directors must cause minutes of meetings to be made and kept according to the Act and relevant corporate governance practices.

(b) The minutes of Directors meetings shall not be available for inspection or copying by the members. However, a Member may, on written request to the Board, stating the reason for access, be given approval to inspect the minutes, at the sole discretion of the Board. Regardless, a summary of decisions shall be made available for the information of members, within one month of the meeting at which the minutes are adopted by the Board.

23. TELECOMMUNICATION MEETINGS OF THE CLUB

23.1 Telecommunication meeting

(a) A General Meeting or a Board meeting may be held by means of a telecommunication meeting, provided that:

(i) the number of Members or Directors (as applicable) participating is not less than a quorum required for a General Meeting or Board meeting (as applicable); and

(ii) the meeting is convened and held in accordance with the Act and this Constitution.

(b) All provisions of this Constitution relating to a meeting apply to a telecommunication meeting in so far as they are not inconsistent with the provisions of this **clause 23**.

23.2 Conduct of telecommunication meeting

The following provisions apply to a telecommunication meeting of the Club:

(a) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;

(b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;

(c) at the commencement of the meeting each person must announce their presence to all other persons taking part in the meeting;

(d) a person may not leave a telecommunication meeting by disconnecting their telephone, audio-visual or other communication equipment unless that person has previously notified the chair;

(e) a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a telecommunication meeting unless that person has previously notified the chair of leaving the meeting; and

(f) a minute of proceedings of a telecommunication meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the chair.

24. COMMITTEES AND OFFICERS

24.1 Honorary Officers

(a) the Honorary Officers of the Club shall be Patron, Vice Patrons, Solicitor/s, Medical Adviser/s;

(b) nominations for Honorary Officers shall be solicited by the Board as it may determine and shall be put to the AGM for election in accordance with **clause 14.3(c)(iv)**.

24.2 Appointed Officers

(a) Other Officers of the Club, as specified in the By-Laws, shall be appointed by the Board, nominations for which shall be sought as may be determined by the Board;

(b) qualifications for appointment, duties and responsibilities of Appointed Officers shall be defined in the By-Laws.

24.3 Standing Committees

(a) Beach Operations Committee

(i) shall comprise those Officers as defined in the By-Laws and be appointed by the Board at its first meeting following the AGM.

(ii) the Committee shall operate in accordance with its charter as laid down in the By-Laws.

(b) Surf Sports Committee

(i) shall comprise those Officers as defined in the By-Laws and be appointed by the Board at its first meeting following the AGM.

(ii) the Committee shall operate in accordance with its charter as laid down in the By-Laws.

(c) Member Development Committee

(i) shall comprise those Officers as defined in the By-Laws and be appointed by the Board as soon as practical following the AGM.

(ii) the Committee shall operate in accordance with its charter as laid down in the By-Laws.

(d) Life Membership and Honours Committee

(i) shall comprise seven (7) Life Members, three (3) of whom shall each have at least 25 years' service, elected annually at the AGM from nominations, signed by a nominator and seconder, both of whom shall be members with the right to vote, delivered to the Club not less than 21 days prior to the AGM; and two (2) Directors, appointed by the Board at its first meeting following the AGM. Five (5) members personally present shall form a quorum.

(ii) one of the two (2) appointed Directors shall, within one (1) month of their appointment to the Committee, convene a meeting of the Committee for the purpose of the election of a Chair and to determine the process for consideration of the business of the Committee.

(e) Disciplinary Panel

(i) shall comprise five (5) Life Members, elected annually at the AGM from nominations, signed by a nominator and seconder, both of whom shall be members with the right to vote, delivered to the Club not less than 21 days prior to the AGM.

(ii) when acting to convene a Disciplinary Hearing, the Board shall communicate to any three (3) members of the Disciplinary Committee to convene the Disciplinary Hearing, appointing one member as chairman, who will undertake to take charge of the proceedings of the matter before it.

(iii) a Disciplinary Hearing will convene and proceed in accordance with the requirements as laid down in the By-Laws and any supporting SLSWA and/or SLSA Regulations.

(iv) an appeal against a decision of a Disciplinary Hearing shall be governed by SLSA Regulation 4.2, as may be amended from time to time.

(f) Audit and Finance Committee

(i) shall comprise Director Finance, who shall Chair the Committee, and two (2) members, one (1) of whom shall be a Director, appointed by the Board at its first meeting following the AGM.

(ii) the Committee shall, within two (2) months of the end of the Financial Year, determine the budget for the Club for the ensuing season, based on submissions sought from all the Club Committees and Officers, and the

Director Finance shall present same to the Board for endorsement, or adjustment as the Board may determine.

(g) Constitution and Policy Review Committee

(i) shall comprise three (3) members (one of whom shall be appointed as Chairman), appointed annually by the Board at its first meeting following the AGM.

(ii) the Committee shall meet at least twice annually to:

(A) review and make recommendations to the Board for an update of the Constitution and Policies;

(B) draft and recommend additional Policies where gaps may be identified;

(C) first receive any and all notices to amend the Constitution and/or Policies to ensure such notices are properly worded in accordance with the intent of the change/s to be made and submit a report to the Board; and

(D) consider and make recommendations on any matters of interpretation of the Constitution and/or Policies or any other matters referred to it by the Board.

24.4 Committees

The Directors may by written instrument delegate any of their powers to Committees consisting of such persons they think fit (including Directors, individuals and consultants), and may vary or revoke any delegation.

24.5 Powers delegated to Committees

(a) A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the Directors. A Committee is responsible to and reports to the Board.

(b) Powers delegated to and exercised by a Committee are taken to have been exercised by the Directors.

24.6 Committee meetings

Committee meetings are governed by the provisions of this Constitution dealing with Board meetings, as far as they are capable of application.

25. BY-LAWS & POLICIES

25.1 Making and amending By-Laws & Policies

(a) The Directors may from time to time make, adopt, amend and/or interpret By-Laws and/or Policies which, in their opinion are necessary or desirable for the control, administration and management of the Club's affairs and surf lifesaving in the Local Area and may amend, repeal and replace those By-Laws or Policies.

(b) Alteration of the Club By-Laws or Policies may be made at any Board meeting providing that notice of such change is advised to voting members by posting on the Club notice board or in the Club newsletter not less than 14 days prior to the meeting at which such alteration is to be considered.

(c) Any amendment/s, deletion/s or new By-Law/s and/or Policies so made shall be communicated to the Members within 14 days of the making of such amendment/s, deletion/s or addition/s.

(d) Interpretation of the By-Laws & Policies is solely the responsibility of the Directors.

25.2 Effect of By-Laws & Policies

A By-Law and/or Policy:

(a) is subject to this Constitution;

(b) must be consistent with this Constitution; and

(c) when in force, is binding on all Members and has the same effect as a provision in this Constitution.

26. KEEPING AND INSPECTION OF RECORDS

26.1 Records

(a) The Board shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Club and the Board and shall produce these as appropriate at each Board meeting or General Meeting.

(b) The Directors will cause the Club records to be kept for a period of 7 years from their creation.

26.2 Inspection of Records

(a) Members may on request inspect free of charge:

(i) the minutes of general meetings; and

(ii) subject to **clause 26.2(b)**, the financial records, books, securities, this Constitution and any other relevant document of the Club.

(b) The Board may refuse to permit a member to inspect records of the Club that relate to confidential, personal, employment, commercial or legal matters or where to do so may be prejudicial to the interests of the Club or where the Board reasonably considers the member seeking to inspect the records is not doing so in good faith.

(c) The Board must on request make copies of these rules available to Members and applicants for membership free of charge.

(d) Subject to **clause 26.2(b)**, a Member may make a copy of any of the other records of the Club referred to in this clause and the Club may charge a reasonable fee for provision of a copy of such a record.

(e) For the purposes of this clause **relevant documents** mean the records and other documents, however compiled, recorded or stored, that relate to the incorporation and management of the Club and includes the following:

(i) its financial statements;

(ii) its financial records;

(iii) this Constitution; and

(iv) records and documents relating to transactions, dealings, business or property of the Club.

27. ACCOUNTS

27.1 Records kept in accordance with Act

Books, documents, securities and proper accounting and other records shall be kept in accordance with the Act, generally accepted accounting principles and/or any applicable code of conduct. All such records and the books of account shall be kept in the care and control of the Board.

27.2 Board to submit accounts

The Board is responsible for the management of the Club's funds and shall submit to the AGM the accounts of the Club in accordance with the Act and will distribute copies of financial statements as required by the Act.

27.3 Transactions

All cheques, promissory notes, bankers' drafts, bills of exchange, other negotiable instruments, electronic transactions, and all receipts for money paid to the Club, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board may determine from time to time.

27.4 Auditor

(a) A properly qualified auditor or auditors shall be appointed by the Directors and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the *Corporations Act 2001* (Cth).

(b) Members may remove an auditor from office by resolution made at a General Meeting in accordance with the Act.

28. SERVICE OF DOCUMENTS

28.1 Document includes notice

In this **clause 28**, document includes a notice.

28.2 Methods of service on a Member

The Club may give a document to a Member:

(a) personally;

(b) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or

(c) by sending it to a fax number or electronic address nominated by the Member.

28.3 Methods of service on the Club

A Member may give a document to the Club:

(a) by delivering it to the Club's registered office;

(b) by sending it by post to the Club's registered office; or

(c) by sending it to a fax number or electronic address nominated by the Club.

28.4 Post

A document sent by post:

(a) if sent to an address in Australia, may be sent by ordinary post; and

(b) if sent to an address outside Australia, or sent from an address outside Australia, must be sent by airmail,

and in either case is taken to have been received on the second business day after the date of its posting.

28.5 Electronic transmission

If a document is sent by any form of electronic transmission, delivery of the document is taken to:

(a) be effected by properly addressing and transmitting the electronic transmission; and

(b) have been delivered on the business day following its transmission.

29. INDEMNITY

(a) Every Director, officer, auditor and employee of the Club shall be indemnified out of the property or assets of the Club against any liability incurred by them in their capacity as Director, officer, auditor or employee in defending any proceedings, whether civil or criminal, in which judgment is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is, under the Act, granted to them by the Court.

(b) The Club shall indemnify its Directors, officers, auditors and employees against all damages and costs (including legal costs) for which any such Directors, officer, auditor or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:

(i) in the case of a Director or officer, performed or made whilst acting on behalf of and with the authority, express or implied of the Club; and

(ii) in the case of an employee, performed or made in the course of, and within the scope of their employment by the Club.

30. DISSOLUTION

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

(b) If the Association is wound up, the liability of the Member shall be limited to any outstanding monies due and payable to the Association, including the amount of the Annual Subscription payable in respect of the current Financial Year. No other amount shall be payable by the Member.

(c) If upon winding up or dissolution of the Association, there remains after satisfaction of all its debts and liabilities any surplus assets or property such surplus assets or property shall not be paid to or distributed amongst the Members but shall be given or transferred to some organisation(s) as determined by Special Resolution by reference to the persons mentioned in section 24(1) of the Act.

(d) If the Association's endorsement as a deductible gift recipient is revoked the Association must by Special Resolution transfer all remaining gifts, deductible contributions and money received in relation to such gifts and contributions to a gift deductible fund, authority or institution which has objects similar to the Objects and which is charitable at law.

31. COMMON SEAL

(a) If the Club has a common seal it shall:

(i) be kept in the custody of the Board; and

(ii) not be affixed to any instrument except by the authority of the Board and the affixing of the common seal shall be attested by the signatures of 2 Directors.

(b) A Director may not sign a document to which the seal of the Club is fixed where the Director is interested in the contract or arrangement to which the document relates.

32. SOURCE OF FUNDS

The funds of the Club may be derived from annual membership subscriptions, fees and levies payable by Members, donations, grants, sponsorships and such other sources as the Directors determine. Such funds will be managed by the Board in the best interests of the Club and the Members subject always to the Act and this Constitution.

33. REGISTERED ADDRESS

The registered address of the Club is:

(a) the address determined from time to time by resolution of the Board; or

(b) if the Board has not determined an address to be the registered address, the postal address of one of the Directors.

34. LICENSED PREMISES

(a) The Club may hold and maintain any liquor licence available under the Liquor Control Act 1988 (WA) and may operate licensed premises in accordance with that Act.

(b) Liquor may be sold or supplied:

(i) to members;

(ii) to guests of members;

(iii) to visitors authorised under the Club's policies;

(iv) to persons attending a function, event, reception, meeting, conference, competition, community activity or special occasion conducted at the Club; and

(v) to any person authorised under the Club's liquor licence or any permit issued under the Liquor Control Act 1988 (WA).

(c) The Board may establish policies governing:

(i) admission of visitors;

(ii) operation of licensed areas;

(iii) function bookings;

(iv) responsible service of alcohol;

(v) access by non-members; and

(vi) compliance with liquor licensing requirements.

(d) Functions and Special Events: The Club may conduct receptions, weddings, corporate functions, conferences, community events, sporting presentations, fundraising events and other special occasions attended by members and non-members where approved by the Board and where permitted under the Club's liquor licence or any permit issued under the Liquor Control Act 1988 (WA).

AMENDMENTS TO THE CONSTITUTION

AMENDMENTS ADOPTED AT AGM 5/7/2019

Clause 7.5 Discretion to Accept or Reject Application

Deleted clause 7.5 (b) and re-numbered subsequent sub-clauses (c) becomes (b), (d) becomes (c) and (e) becomes (d)

Clause 7.8 Limited Liability

Deleted in the body of clause 7.8 the reference to "clause 29(a)" and replaced with "clause 30.1(b)"

Clause 10. Registers

Amended clause 10.1 to read "Register of Members"

Amended clause 10.2 to read "Inspection of Register of Members"

Amended clause 10.3 to read "Use of Register of Members"

Added new clause "10.4 Register of Working with Children Card Holders"

Added new clause "10.5 Other Registers"

Clause 12.2 Matters referred to the Disciplinary Committee

Amended the para following sub-clause (c) by adding after the words "the Club or Surf Lifesaving into disrepute" the words "and that the alleged misconduct is not covered under the By-Laws to be dealt with by the Beach Operations Committee,"

Clause 12.5 Determination of Disciplinary Committee

Amended sub-clause (c) (iii) by deleting the words "fine a member" and replaced with the words "impose a financial penalty"

Clause 14. Notice of General Meeting

Deleted current clause 14.3 (b) and replaced with new clause 14.3 (b)

Deleted current clause 14.3 (c) and replaced with new clause 14.3 (c)

Clause 18. Elected Directors

Amended clause 18.2 by adding after the word "Nominations" the words "of Members" and replaced "45 days" with "thirty five (35) days".

Amended clause 18.3 (d) by replacing "28 days" with "twenty one (21) days".

Clause 22.10 Minutes

Deleted current sub-clause (b) and replaced with new sub-clause (b)

Clause 24.3 Standing Committees

Added new sub-clause (g) "Constitution and Policy Review Committee"

Clause 25.1 Making and Amending By-Laws & Policies

Amended by adding new sub-clause (b) and re-numbered current sub-clauses (b) becomes (c) and (c) becomes (d)

Clause 30.1 Contributions of Members and Excess Property on Dissolution

Amended sub-clause (b) by replacing the word "Member" with the word "Members".

AMENDMENTS ADOPTED AT AGM 31/7/2020

Clause 2.2 Interpretation

Amended sub-clause (d) by replacing the word "the" with the word "any"

Clause 14.2 Power to Convene General Meeting

Added new sub-clause 14.2 (b) and re-numbered current sub-clause (b) to become (c)

Clause 7.6 Renewal of Membership

Amended sub-clause (a) by replacing the words "at the conclusion of each Financial Year" with the words "at 5.00pm on the day immediately prior to the Annual General Meeting"

Clause 22.1 Directors' Meetings

Amended sub-clause (b) by adding after the words "AGM to" in the first line, the words "review the Club's governance principles and"

Clause 24.3 (e) Disciplinary Committee

Amended sub-clause (ii) to replace the word "Committee" in the second line where it appears after the words "as the", with the word "Panel".

AMENDMENTS ADOPTED AT AGM 16/7/2021

Clause 5.2 Payments to Members

Amended sub-clause (a) to include travel subsidies as approved by the Board

Clause 17.1 Composition of the Board

Amended sub-clause (a) to provide for 7 elected directors

Clause 18.1 Elected Directors' Portfolios

Amended sub-clause (a) to include Director Member Services

Clause 18.5 Term of Appointment

Amended sub-clause (b) (ii) to include Director Member Services

Clause 22.7 Circulating Resolutions

Amended by replacing sub-clauses (a) (b) (c) with new sub-clauses (a) and (b) to better provide for circular resolutions between meetings.

Clause 24.3 Standing Committees

Amended sub-clause 24.3 (c) (i) to correct anomaly in reference to appointment of Officers

Amended sub-clause 24.3 (d) (i) to provide for the calling of nominations

AMENDMENTS ADOPTED AT AGM 1/7/2022

Clause 4 Powers of the Club

Amended by deleting reference to the Corporations Act.

Clause 6.5 Notification of Constitutional Amendments

Amended by deleting sub-clause 6.5 (b), which required notification to Director of Liquor Licensing of any amendments. Sub-clause 6.5 (c) becomes 6.5 (b).

Clause 13 Grievance Procedure

Amended sub-clause (a) to include disputes between a Member and another Member.

Clause 14.1 Annual General Meeting

Amended sub-clause (a) to delete reference to a set date and provide for the calling of the AGM within 6 months of the end of the Club's financial year.

Clause 14.2 Power to Convene General Meeting

Amended by deleting sub-clause (b), which provided for the calling of a General Meeting in December. Sub-clause (c) becomes (b).

Clause 14.2 Power to Convene General Meeting

Amended sub-clause (b) (which was sub-clause (c)), by deleting reference to a specific number of members required to call for a General Meeting and consolidating on a set 20%.

Clause 14.3 Notice of General Meeting

Amended sub-clause (b) and sub-clause (c) by deleting the word "Voting" in each.

Clause 15.1 Number for a Quorum

Amended by deleting reference to a specific number of members.

Clause 17.1 Composition of the Board

Amended sub-clause (a) by increasing the number of elected directors to 8.

Clause 18.1 Elected Directors' Portfolios

Amended by increasing the number of elected directors to 8.

Amended sub-clause (a) by adding "Director Member Development".

Clause 18.5 Term of Appointment

Amended sub-clause (b) (i) by adding "Director Member Development".

Clause 22.10 Minutes

Amended sub-clause (a) by deleting reference to the Corporations Act.

Clause 24.3 Standing Committees

Amended sub-clause (c) by changing title to "Member Development Committee".

Amended sub-clause (c) (i) by deleting "on a recommendation of the Surf Sports Committee".

Clause 30 Dissolution

Amended by deleting current clause 31.1 in its entirety and replacing with new sub-clauses (a) to (c) as listed.

AMENDMENTS ADOPTED AT AGM 30/06/2023

Clause 3 Objects

Amended by deleting current clause 3 in its entirety and replacing with new clause 3.

Clause 30 Dissolution

Amended by deleting current clause 30 in its entirety and replacing with new clause 30.

Clause 34 Liquor Licensing

Added new clause 34.

Various Clauses

Various clauses amended in accordance with markup included in Agenda for the AGM held on 30/06/2023.

AMENDMENTS ADOPTED AT AGM 11/07/2025

Clause 7 Membership

Amended by deleting current clause 7.8(e) in its entirety.

Clause 34 Liquor Licensing

Added new clause 34(c).

AMENDMENTS ADOPTED AT AGM 24/07/2026

Clause 22.1(c) Directors' Meetings

Amended to increase the number of days to hold a meeting of the Directors and Appointed Officers by deleting the reference to '21 days' and replacing with '42 days'.

Clause 34 Liquor Licensing

Amended by deleting current clause 34 in its entirety and replacing with new clause 34.