WOOLGOOLGA SURF LIFE SAVING CLUB INCORPORATED

CONSTITUTION

ABN 11 434 864 088
JULY 2017

TABLE OF CONTENTS

1. NAME
2. INCORPORATION
3. OBJECTS OF THE CLUB
4. POWERS OF THE CLUB
5. DEFINITIONS and INTERPRETATIONS
5.1 Definitions
5.2 Interpretations
5.3 Severance
6. STATUS
6.1 Recognition of the Club
6.2 Compliance of the Club
6.3 Operation of the Constitution
7. CLUB CONSTITUTION
7.1 Constitution of the Club
7.2 Operation of the North Coast Branch and SLSNSW Constitution
7.3 Alteration of the Constitution
8. MEMBERSHIP OF THE CLUB
8.1 Minimum Number of Members
8.2 Categories of Members
8.3 Application for Membership
8.4 Discretion to Accept or Reject Application
8.5 Renewal of Membership
8.6 Membership Transitional Arrangements
8.7 Life Members
8.8 Effect of the Membership
8.9 Liability of the Members
9. SUBSCRIPTION AND FEES
10. REGISTER
10.1 Register
10.2 SurfGuard
10.3 Changes to Member Details
10.4 Inspection of Register
10.5 Use of Register
11. DISCONTINUANCE OF MEMBERSHIP
11.1 Discontinuance by Notice of Resignation
11.2 Discontinuance by Breach
11.3 Discontinuance by Failure to Pay Subscription
11.4 Resignation by Failure to Reapply
11.5 Amendment to Register
11.6 Forfeiture of Rights
11.7 Membership maybe Reinstated
12. GRIEVANCES, JUDICIAL AND DISCIPLINE
13. ANNUAL GENERAL MEETINGS
13.1 Annual General Meetings to be Held
13.2 Business
13.3 Additional Meetings
14. SPECIAL GENERAL MEETINGS
14.1 Special General Meetings may be Held
14.2 Requests for Special General Meetings

15. GENERAL MEETINGS
    15.1 Notice to be given for General Meetings
    15.2 Business of Meeting
    15.3 Quorum
    15.4 President to Chair
    15.5 Chairperson may Adjourn Meeting
    15.6 Use of Technology
16. VOTING AT GENERAL MEETINGS
    16.1 Members Entitled to Vote
    16.2 Voting Procedure
    16.3 Recording Determination
    16.4 Where Poll Demanded
    16.5 Casting Vote
    16.6 Proxy Voting
    16.7 Postal Voting
17. MINUTES OF THE GENERAL MEETING
18. BOARD
    18.1 Powers of the Board
    18.2 Composition of the Board
    18.3 Portfolios
    18.4 Right to Co-opt
    18.5 Appointment of Delegate
    18.6 Transitional Arrangements
    18.7 Term of Office of Directors
19. ELECTION OF DIRECTORS
    19.1 Nomination of Candidates
    19.2 Voting Procedures
20. VACANCY ON THE BOARD
    20.1 Grounds for Termination
    20.2 Removal of Director
    20.3 Casual Vacancy
21. QUORUM AND PROCEDURE AT BOARD MEETINGS
    21.1 Convening a Board Meeting
    21.2 Urgent Board Meeting
    21.3 Quorum
    21.4 Procedures at Board Meetings
    21.5 Leave of Absence
    21.6 Material Personal Interests
    21.7 Financial Interests
    21.8 Conflicts
22. DELEGATED POWERS
    22.1 Board may Delegate Functions
    22.2 Exercise of Delegated Functions
    22.3 Procedure of Delegated Entity
23. DUTIES
    23.1 General Duties
    23.2 Public Officer
24. MINUTES OF BOARD MEETINGS
25. BY-LAWS
    25.1 Board to Formulate By-Laws
    25.2 By-Laws Binding

25.3 By-Laws Transitional Arrangements
25.4 Notices Binding on Members
26. FUNDS, RECORDS AND ACCOUNTS
26.1 Source of Funds
26.2 Club to Keep Records
26.3 Board to Submit Accounts
26.4 Accounts Conclusive
26.5 Accounts to Members
27. APPLICATION OF INCOME
28. NEGOTIABLE INSTRUMENTS
29. AUDITOR
30. SERVICE OF NOTICES
31. COMMON SEAL
32. REGISTERED ADDRESS
33. INDEMNITY
34. DISSOLUTION
35. CUSTODY OF BOOKS AND OTHER DOCUMENTS
36. LIQUOR LICENCE OBLIGATIONS
36.1 No Payments
36.2 Guests
36.3 Records
37. TRANSITIONAL ARRANGEMENTS

CONSTITUTION

1. NAME

The name of the association is Woolgoolga Surf Life Saving Club Incorporated (herein called 'the Club').

2. INCORPORATION

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

3. OBJECTS OF THE CLUB:

The Club is established solely for the objects. The Objects of the Club are to:

(a) provide for the conduct, encouragement, promotion and administration of surf lifesaving throughout Woolgoolga Beach;

(b) participate as a Member of SLSNSW and SLSA through and by which surf lifesaving and the preservation of life in the aquatic environment can be conducted, encouraged, promoted, advanced and administered;

(c) ensure the maintenance and enhancement of the Club, North Coast Branch SLS, SLSNSW, 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 Club, North Coast Branch SLS, SLSNSW, 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 Club, North Coast Branch SLS, SLSNSW, Surf Life Saving Clubs, SLSA and surf lifesaving;

(g) affiliate with and otherwise liaise with SLSNSW and SLSA in the pursuit of these objects and surf lifesaving;

(h) conduct, encourage, promote, advance and control surf lifesaving in Woolgoolga, 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 Guidelines;

(k) apply the property and capacity of the Club 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 lifesaving;

(m) strive for Governmental, commercial and public recognition of the Club as the authority on aquatic safety and management in Woolgoolga;

(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 Club throughout North Coast;

(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 (which are not in conflict with other SLS bodies), including sponsorship and marketing opportunities as are appropriate to further the interests of surf lifesaving in North Coast and Woolgoolga;

(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 in the North Coast;

(u) have regard to the public interest in its operations;

(v) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these objects.

4. POWERS OF THE CLUB

Solely for the furthering of these Objects, the Club has, in addition to the powers and functions under the Act, the legal capacity and powers of a company as set out in Section 124 *Corporations Act* so far as they are permitted by, or not in contravention of, the Act.

5. DEFINITIONS AND INTERPRETATION

5.1 Definitions

In this constitution, unless the contrary intention appears:

Act means the Associations Incorporation Act 2009(NSW) and any amendments to that Act.

Annual General Meeting means a meeting of Delegates and Directors convened under Rule 13.

Association means Woolgoolga Life Saving Club Incorporated.

Board means the body managing the Association and consisting of the Directors under Rule 18.

By-Laws means any By-Laws made by the board under Rule 25.

Club means Woolgoolga Surf Life Saving Club Incorporated.

Committee means committee of the Board created under these rules.

Constitution means this Constitution of the Club.

Delegate means the person/s appointed from time to time to act for and on behalf of the Club and to attend and debate at general meetings of North Coast Branch SLS.

Director means a member of the Board appointed in accordance with this Constitution.

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

General Meeting means the annual or any special general meeting of the Club convened under Rule 13 and 14 of this Constitution.

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

Life Member means an individual appointed as a Life Member of the Club under Rule 8.7.

Member means a financial member for the time being of the Club.

North Coast Branch means the body designated by SLSNSW as representative of the surf lifesaving clubs in the area designated by SLSNSW from time to time as North Coast.

Objects means the objects of the Club under Rule 3.

President means the President for the time being of the Club appointed under Rule 18.2.

Public Officer means the person appointed to the position of Public Officer in the Club.

Register means the record or database to be kept under Rule 10.

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

SLSA means Surf Life Saving Australia Limited.

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

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

State means and includes a State or Territory of Australia.

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

Surf Life Saving Club means a surf lifesaving club which is a member of, or otherwise affiliated with, SLSNSW or SLSA.

5.2 Interpretations

i) A reference to a function includes a reference to a power, authority and duty; and

A reference to the exercise of a function includes, where the function is a duty, a reference to the performance of a duty.

a) The provisions of the *Interpretations Act, 1987*, apply to and in respect to these Rules in the same manner of those provisions would so apply if these Rules were an instrument made under the Act.

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

5.3 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.

6. STATUS AND COMPLIANCE OF THE CLUB

6.1 Recognition of the Club

Subject to compliance with this Constitution, the SLSNSW constitution, and the SLSA constitution, the Club shall continue to be recognised as a member of North Coast Branch and SLSNSW and shall administer surf lifesaving activities in Woolgoolga in accordance with the Objects.

6.2 Compliance of the Club

The Members acknowledge and agree the Club shall:

(a) be or remain incorporated in New South Wales;

(b) appoint a delegate or delegates as required by North Coast Branch annually to represent the Club at general meetings of North Coast Branch and SLSNSW under Rule 18.5;

(c) nominate such other persons as may be required to be appointed to North Coast Branch and SLSNSW committees from time to time under this Constitution or the North Coast Branch and SLSNSW constitutions or otherwise;

(d) forward to the North Coast Branch and SLSNSW a copy of its Constitution documents and details of its Directors;

(e) adopt the objects of SLSNSW (in whole or in part as are applicable to the Club) and adopt rules which reflect, and which are, to the extent permitted or required by the Act, generally in conformity with the SLSNSW 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 the benefit of Members and surf lifesaving;

(i) at all times act on behalf of and in the interests of Members and surf lifesaving; and

(j) by adopting the objects of SLSNSW, abide by SLSNSW Constitution.

6.3 Operation of the Constitution

The Club and Members acknowledge and agree:

(a) that they are bound by this Constitution and that this Constitution, operates to create uniformity in the way in which the Objects and surf lifesaving are to be conducted, promoted, encouraged, advanced and administered throughout North Coast;

(b) to ensure the maintenance and enhancement of surf lifesaving, its standards, quality and reputation for the benefit of 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 interest of surf lifesaving and Members;

(f) where the Club considers or is advised that a Member has allegedly:

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

(ii) acted in a manner prejudicial to the Objects and interests of the Club or surf lifesaving; or

(iii) brought themselves, the Club, any Surf Life Saving Club or surf lifesaving into disrepute;

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

7. CLUB CONSTITUTION

7.1 Constitution of the Club

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

(a) the objects of the SLSNSW;

(b) the structure and membership categories SLSA;

(c) recognising SLSA as the national peak body for surf lifesaving in Australia;

(d) recognising SLSNSW as the national peak body for surf lifesaving in New South Wales;

(e) recognising the North Coast Branch;

(f) recognising SLSA as the final arbiter on matters pertaining to surf lifesaving in Australia, including disciplinary proceedings;

(g) such other matters as are required to give full effect to the SLSNSW constitution;

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

7.2 Operation of the North Coast Branch and SLSNSW Constitutions

(a) The Club will take all steps to ensure its Constitution is in conformity with the North Coast Branch and SLSNSW constitution, at least to the extent set out in Rule 7.1 and in respect of those matters set out in Rule 7.1 shall ensure this Constitution is amended in conformity with future amendments made to the North Coast Branch and SLSNSW constitutions, subject to any prohibition or inconsistency in the Act.

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

7.3 Alteration of the Constitution

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

8. MEMBERSHIP of the CLUB

8.1 Minimum Number of Members

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

8.2 Categories of Members

The Members of the Club shall consist of:

Probationary Members shall be the designation of any person for the time period between making applying for membership and the gaining of an award and/or the granting of a formal category of membership of the Club. Probationary Members are not entitled to vote at General Meetings;

Junior Activities Members shall be a person who shall be a minimum age of five (5) years and up to a maximum age of thirteen (13) years and such person shall be required to gain the relevant Surf Education Certificate for that person's age group. Junior Activities Members are not entitled to vote at General Meetings;

Cadet Members shall be a Member of the age qualification as defined in SLSA's Manuals (i.e. Under 15) and who has obtained the Surf Rescue Certificate or has passed the annual skills maintenance test. Cadet Members are not entitled to vote at General Meetings;

Active Members who shall hold an SLSA Bronze Medallion/Certificate II in Public Safety and Aquatic Rescue, fulfil patrol and Club obligations and qualify in an annual skills maintenance test (unless that Member has obtained their Bronze Medallion/Certificate II in Public Safety and Aquatic Rescue in that season). Active

Members shall have the right to be present, to debate and to vote at General Meetings;

Reserve Active Members may be granted to Active Members who have satisfactorily completed (from the gaining of the Bronze Medallion) at least eight (8) years of patrol and Club obligations as provided by SLSA and Club Constitution. Reserve Active Membership shall not be automatic, but shall be granted by resolution of the appropriate club body. Reserve Active Members shall have the right to be present, to debate and to vote at General Meetings;

General Members who may be granted such membership by the Club regardless of whether they hold an SLSA award. General Members are not entitled to vote at General Meetings;

Long Service Members may be deemed as such by the Club after having completed ten (10) years active service or eight (8) years active service plus four (4) years reserve active service. These Members shall have the right to be present, to debate and to vote at General Meetings, and may be exempt from patrol obligations and granted other special privileges;

Award Members who must hold an SLSA award of one or more of the following qualifications: Surf Rescue Certificate, Radio Award, Resuscitation Certificate, Advance Resuscitation Certificate or First Aid Certificate. Award Members may be granted voting rights by the Club if they are undertaking lifesaving patrol duties.

Associate Members who may or may not have an SLSA award. Associate Members shall not have voting rights unless elected to office or position, which is provided voting rights by this Constitution;

Honorary Members may be granted to Members who may or may not hold an SLSA award. Honorary Members are not entitled to vote at General meetings; and

Life Membership may be granted by the Club to Members who have rendered distinguished or special service and shall have the right to be present, to debate and to vote at General meetings.

8.3 Application for Membership

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

(a) in writing on the prescribed form from time to time by SLSNSW and/or SLSA from the applicant and lodged with the Club;

(b) submitted online via the Lifesaving Online membership portal and in accordance with the process (if any) as prescribed by the Board from time to time; and

(c) accompanied by the appropriate fee, if any.

8.4 Discretion to Accept or Reject Application

(a) The Club may accept or reject the application whether the applicant has completed the requirements of Rule 8.3 or not, and shall not be required or compelled to give any reasons for such acceptance or rejection.

(b) Where the Club accepts the application, the applicant shall, subject to notification to SLSNSW, become a Member.

(c) Membership of the Club shall be deemed to commence upon acceptance of the application by the Club. The Register shall be updated accordingly as soon as practicable.

(d) If the Club rejects the application, it shall refund any fees paid with the application and the application shall be deemed rejected by the Club. No reasons for rejection need be given.

8.5 Renewal of Membership

Members must re-apply annually for membership of the Club in accordance with the procedures set down by the Club from time to time. Rule 8.3 applies to applications for renewal of membership.

Upon re-application a Member must provide details of any change in their personal details, and any other information reasonably required by the Club.

8.6 Membership Transitional Arrangements

Notwithstanding any other rule of this Constitution, the transitional arrangements set out at Rule 37 shall apply to the continuation of membership from the date of adoption of this Constitution.

8.7 Life Members

The Board may recommend to the Annual General Meeting that any Member who has 15 years cumulative service and rendered distinguished service to the Club and surf lifesaving, where such service is deemed to have assisted the advancement of the Club and surf lifesaving in the North Coast be appointed as a Life Member.

Nomination for Life Membership is made on recommendation by 10 members in writing. A resolution of the Annual General Meeting to confer life membership on the recommendation of the Board must be a Special Resolution and passed by two thirds majority attending the Special/Annual General Meeting.

A Member must accept or reject the Club's resolution to confer life membership in writing. Upon written acceptance, the Member's details shall be entered upon the register, and from the time of entry on the register the Member shall be a Life Member.

8.8 Effect of the 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 and the Regulations;

(b) they shall comply with and observe this Constitution and the Regulations;

(c) by submitting to this Constitution and the Regulations they are subject to the jurisdiction of the Club, North Coast Branch, SLSNSW and SLSA;

(d) this Constitution and Regulations are necessary and reasonable for promoting the Objects; and

(e) they are entitled to all benefits, advantages, privileges and services of their membership as determined by the Board;

(f) a right, privilege or obligation of a person by reason of their membership of the Club;

(g) is not capable of being transferred or transmitted to another person; and

(h) terminates upon the cessation of membership whether by death, resignation or otherwise.

8.9 Liability of the Members

The liability of the Members of the Club is limited.

9. SUBSCRIPTIONS AND FEES

(a) The annual subscription shall be set by the Board:

(b) A new member's subscription shall be paid at the time of nomination, but shall be returned if his/her nomination is not accepted. In addition to these fees, members shall pay education and assessment fees prior to commencing training for their awards at the Club's discretion:

  (i) different fees may be fixed for different classes of membership.

  (ii) concessions may be granted where more than one member of a family applies for membership of the Club.

(c) Life Membership, if Active, are required to complete the annual application for renewal.

(d) Joining fees, as well as membership fees, may be imposed on members of any particular category of membership but joining fees, if imposed, may only be charged in that member's first year of membership.

(e) The Annual Subscription and any other fees or levies payable by Members or categories of Members to the Club, the benefits which apply, the time for, and manner of payment, shall be determined by the Board from time to time.

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

10. REGISTER

10.1 Register

The Club shall keep and maintain a register in which shall be entered (as a minimum) the following in respect of each Member;

(a) full name, address of the Member;

(b) category of membership;

(c) date on which the member became a Member;

(d) any other information determined by the Board; and

(e) for each former Member the date of ceasing to be a Member.

10.2 SurfGuard

SurfGuard shall be used as the Register of Members

10.3 Changes to Member Details

Members shall provide notice of any change and required details to the Club within one month of such change, either in writing or electronically.

10.4 Inspection of Register

Inspection of the Register will only be available as required by the Act and under Rule 35.

10.5 Use of Register

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

11. DISCONTINUANCE OF MEMBERSHIP

11.1 Discontinuance by Notice of Resignation

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

11.2 Discontinuance by Breach

(a) Membership of the Association may be discontinued by the Board upon breach of any clause of this Constitution, including but not limited to the failure to pay any monies owed to the Club, failure to comply with the By-Laws or any resolution or determination made or passed by the Board or any duly authorised committee.

(b) Membership shall not be discontinued by the Board under Rule 11.2 (a) without the Board first giving the accused Member the opportunity to explain the breach and/or remedy the breach. The accused Member shall be granted seven (7) days notice of their right to appear and be heard by the Board to explain the breach and/or to remedy the breach.

(c) Where a Member fails, in the Board's view, to adequately explain to remedy the breach, the Member's membership shall be discontinued under Rule 11.2 (a) by the Club giving written notice of the discontinuance.

(d) Any Member's membership that is discontinued under Rule 11.2 (a) shall have the right to appeal the discontinuation under the Grievances, Judicial and Discipline Regulations of SLSA as amended from time to time.

(e) Any Special General Meeting in accordance with Rule 11.2 (d) shall be convened under this Constitution and in particular Rule 14.

11.3 Discontinuance by Failure to Pay Subscription

(a) A Member is taken to have resigned if:

(i) the Member's annual subscription is outstanding more than one month after the date on which subscription fees fall due and payable; or

(ii) if no annual subscription is payable:

A. the Club has made a written request to the Member to confirm that he or she wishes to remain a Member; and

B. the Member has not, within three months after receiving that request, confirmed in writing that he or she wishes to remain a Member, or

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

11.4 Resignation by Failure to Re-Apply

If a Member has not re-applied for Membership with the Club within one month of re-application falling due, that Member's membership will be deemed to have lapsed from that time.

11.5 Amendment to the Register

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

11.6 Forfeiture of Rights

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

11.7 Membership May be Reinstated

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

12. GRIEVANCES, JUDICIAL AND DISCIPLINE

The Club adopts the Grievances, Judicial and Discipline Regulations of SLSA as amended from time to time. These shall be replicated in the By-Laws.

13. ANNUAL GENERAL MEETINGS

13.1 Annual General Meeting to be held

The Club shall convene and hold an Annual General Meeting of its Members annually within six months after the end of the financial year and in accordance with the Act.

The Annual General Meeting of the Club shall, subject to and be convened at a time, date and venue to be determined by the Board.

13.2 Business

In addition to any business required to be transacted at the Annual General Meeting under the Act, the business of the Annual General Meeting shall include the consideration of accounts and the reports of the Board and auditors, the election of Directors under this Constitution, the appointment and fixing of the remuneration of the auditors and any other business of which notice is given in accordance with this Constitution.

13.3 Additional Meetings

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

14. SPECIAL GENERAL MEETINGS

14.1 Special General Meetings may be held

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

14.2 Requests for Special General Meetings

The Board shall on the requisition in writing of 30 Members entitled to vote convene a Special General Meeting.

The requisition for a Special General Meeting shall:

- state the object(s) of the meeting; and
- be signed by the Members making the requisition; and
- be sent to the Club.

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

If the Board does not cause a Special General Meeting to be held within one month after the date on which the requisition is sent to the Club, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than three months after that date.

A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board.

15. GENERAL MEETINGS

15.1 Notice to be given for General Meetings

(a) Notice of every General Meeting shall be given to every Member entitled to receive notice, at the address appearing in the Register kept by the Club. The auditor (if any) and Directors shall also be entitled to notice of every General Meeting, which shall be sent to their last notified address. No other person shall be entitled as of right to receive notices of General Meetings.

(b) A notice of a General Meeting shall be in writing and shall specify the time, date and place of the meeting and shall state the business to be transacted at the meeting. Notice may be given in any form permitted under Rule 30.

(c) At least 21 day's notice of a General Meeting shall be given to those Members entitled to receive notice, together with:

(i) the agenda for the meeting;

(ii) any nominations for candidates to be elected to the Board received under Rule 19.1; and

(iii) any notice of motion received from Members under Rule 15.2 (b).

The accidental omission to give any notice of any General Meeting to any Member shall not invalidate the meeting or any resolution passed at any such meeting.

15.2 Business of Meeting

(a) No business other than that set out in the notice convening the meeting shall be transacted at the General Meeting.

(b) A Member desiring to bring any business before a meeting shall give at least 30 days' notice in writing of that business to the Club which shall include that business in a notice calling the next General Meeting after the receipt of the notice.

15.3 Quorum

(a) No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Club shall be 5 Board/Committee Members represented personally.

(b) If within half an hour after the appointed time for the commencement of a General Meeting, a quorum is not present, the meeting:

(i) if convened upon the requisition of Members, shall be dissolved; and

(ii) in any other case, shall stand adjourned to:

(iii) the same day in the next week at the same time and (unless Members are notified of an alternate venue) at the same place; or

(iv) any date, time and place determined by the chairperson;

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

15.4 President to Chair

The President shall, subject to this Constitution, preside as chairperson 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.

(c) if the President is not present, or is unwilling or unable to preside the Vice President/Director shall preside as chairperson for that meeting only.

15.5 Chairperson May Adjourn Meeting

(a) The chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(b) When a meeting is adjourned for 30 days or more, a notice of the adjourned meeting shall be given as in the case of the original meeting.

(c) Except as provided in Rule15.5 (b) it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

15.6 Use of Technology

(a) A Member not physically present at a General Meeting may participate in the meeting by the use of technology that allows that Member and the Members present at the meeting to clearly and simultaneously communicate with each other.

(b) A Member participating in a General Meeting under Rule 15.6 (a) is taken to be present at the meeting and, if the Member votes at the meeting, is taken to have voted in person.

16. VOTING AT GENERAL MEETINGS

16.1 Members Entitled to Vote

Subject to any other provision of this Constitution, each category of membership that has a right to vote under Rule 8.2 shall be entitled to one vote at General Meetings.

16.2 Voting Procedure

(a) Subject to this Rule 16, votes at a General Meeting shall be given in person by those present and entitled to vote.

(b) Subject to Rule 16.4, all questions arising at a General Meeting shall be determined on a show of hands.

16.3 Recording of Determinations

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

16.4 Where Poll Demanded

(a) A poll may be demanded for any resolution put to the vote of the meeting (before or on the declaration of the result of the show of hands) by:

(i) the chairperson; or

(ii) a simple majority of Members.

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

16.5 Casting Vote

The chairperson shall not have a casting vote at General Meetings. Where voting at General Meetings is equal, the motion will be lost.

16.6 Proxy Voting

Proxy voting shall not be permitted at all General Meetings.

16.7 Postal Voting

No motion shall be determined by a postal ballot unless determined by the Board. If the Board so determines, the postal ballot shall be conducted under the procedures set by the Board from time to time.

17. MINUTES OF GENERAL MEETINGS

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

(b) The minutes must record:

(i) the business considered at the meeting;

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

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

(c) In addition, the minutes of each Annual General Meeting must include:

(i) any reports or financial statements submitted to the Members at the Annual General Meeting; and

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

18. BOARD

18.1 Powers of Board

(a) The affairs of the Club shall be managed by the Board constituted under Rule 18.2.

(b) Subject to this Constitution and the Act, the Board:

(i) shall control and manage the business and affairs of the Club;

(ii) may exercise all such powers and functions as may be exercised by the Club other than those powers and functions that are required by this Constitution to be exercised by the Members in General Meeting; and

(iii) has power to perform all such acts and things as appear to the Board to be essential for the proper management of the business and affairs of the Club.

18.2 Composition of Board

The Board shall comprise:

- President
- Vice-President
- Director of Administration
- Director of Finance
- Director of Lifesaving
- three (3) other Directors

Who must all be Members and who shall be elected under Rule 19.

18.3 Portfolios

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

18.4 Right to Co-Opt

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

18.5 Appointment of Delegates

(a) The Board shall, from amongst its Members, appoint 2 Delegates to attend general meetings of the North Coast Branch for such term as the Board determines, and otherwise in accordance with the North Coast Branch Constitution.

(b) The Club must advise the Branch in writing of its Delegates.

18.6 Transitional Arrangements

Notwithstanding any other rule of this Constitution, the transitional arrangements set out in rule 37 shall apply from the date of adoption of this Constitution.

18.7 Term of Office of Directors

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

(b) Directors may be re-elected.

19. ELECTION OF DIRECTORS

19.1 Nominations of Candidates

(a) The Club shall call for nominations for candidates to be elected to the Board not less than 21 days prior to the Annual General Meeting. When calling for nominations the Club shall also provide details of the necessary qualifications and job description for the positions (if any). Qualifications and job descriptions shall be as determined by the Board from time to time.

(b) Candidates must:

(i) be aged 18 years or over; and

(ii) reside in Australia.

(c) Nominations of candidates for election as Directors 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 Club, by close of business, not less than 7 days before the date fixed for the holding of the Annual General Meeting.

The Club shall send the nominations to the Members entitled to receive notice under Rule 15.1.

(d) If insufficient nominations are received to fill all available vacancies on the Board:

(i) the candidates nominated shall, subject to declaration by the chairperson, be deemed to be elected; and

(ii) all remaining positions will be deemed casual vacancies under Rule 20.3.

(e) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated shall, subject to declaration by the chairperson, be deemed to be elected.

(f) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order, for each vacancy on the Board.

19.2 Voting Procedures

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

20. VACANCY ON THE BOARD

20.1 Grounds for Termination of Director

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

(a) Ceases to be a Member;

(b) Dies;

(c) Becomes bankrupt or makes any arrangement or composition with their creditors generally;

(d) Becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;

(e) Resigns their office in writing to the Club;

(f) Is absent from meetings of the Board held during a period of three months without having previously obtained leave of absence in accordance with Rule 21.5 or provided reasonable excuse for such absence;

(g) Without the prior consent or later ratification of the Members in a General Meeting holds any office of profit under the Club;

(h) Is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of his/her interest;

(i) Is removed from office in accordance with this Constitution;

(j) Has been expelled or suspended from membership (without further recourse under this Constitution or any of the Constitutions of the Branch, SLSNSW or SLSA);

(k) In the opinion of the Board (but subject always to this Constitution):

(l) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Club; or

(m) has brought themselves or the Club into disrepute; or

(n) Would otherwise be prohibited from being a Director of a Corporation under the *Corporations Act*.

20.2 Removal of Director

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

(b) Where the Director to whom a proposed resolution referred to in Rule 20.1(a) makes representations in writing to the President and requests that such representations be notified to the Members, the President may send a copy of the representations to each Member or, if they are not so sent, the Director may require that they be read out at the meeting, and the representations shall be so read.

20.3 Casual Vacancy

In the event of a casual vacancy in the office of any Director, the Board may appoint a Member to the vacant office and the person so appointed may continue in office up to the conclusion of the Annual General Meeting at which the term of the previous appointee would have expired.

21. QUORUM AND PROCEDURE AT BOARD MEETINGS

21.1 Convening a Board Meeting

(a) The Board shall meet as often as is deemed necessary for the dispatch of business. Subject to this Constitution the Board may adjourn and otherwise regulate its meetings as it thinks fit.

(b) Unless all Directors agree to hold a meeting at shorter notice either by agreement that is sufficiently evidenced in writing or by their presence, or in accordance with Rule 21.2, not less than seven days written notice of Board meeting shall be given to each Director.

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

(i) delivering it to that Director personally;

(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);

(iii) In accordance with the Directors last notified contact details.

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

21.2 Urgent Board Meetings

(a) In cases of urgency, a meeting can be held without notice being given under Rule 21.1 provided that as much notice as practicable is given to each Director by the most effective means.

(b) Any resolution made at an urgent Board meeting must be passed by a majority of the Board.

21.3 Quorum

(a) At meetings of the Board the number of Directors whose presence is required to constitute a quorum is four (4).

(b) No business shall be transacted unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same place and at the same hour of the same day in the following week, or any date, time and place determined by the President.

(c) The Board may act notwithstanding any casual vacancy. However, if there are casual vacancies in the office of a Director such that the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Board, those Directors may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum.

21.4 Procedures at Board Meetings

(a) At meetings of the Board, the President shall chair the meeting. If the President is absent or unwilling to act, the Board shall appoint its Vice President to chair the meeting.

(b) Questions arising at any meeting of the Board shall be determined on a show of hands, or if demanded by a Director, by a poll taken in such manner as the person presiding at the meeting may determine.

(c) Questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of Directors shall be deemed a determination of the Board. All Directors shall have one vote on any question. The chairman may exercise a casting vote where voting is equal.

(d) Voting by proxy is not permitted at Board meetings.

(e) A resolution in writing signed or assented to by facsimile or other form of electronic communication by all the voting Directors, shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Directors.

(f) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Directors may be held where one or more of the Directors is not physically present at the meeting, provided that:

(i) all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication;

(ii) notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board;

(iii) in the event that a failure in communications prevents Rule 21.4(f)(i) from being satisfied by that number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this rule to be held then the meeting shall be suspended until Rule 21.4(f)(i) is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption the meeting shall be deemed to have terminated; and

(iv) any meeting held where one or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Director is there present and if no Director is there present the meeting shall be deemed to be held at the place where the President of the meeting is located.

21.5 Leave of Absence

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

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

21.6 Material Personal Interests

(a) A Director who has a material personal interest in a matter being considered at a Board meeting must disclose the nature and extent of that interest to the Board.

(b) A Director with such a material personal interest must not:

(i) be present while the matter is being considered at the meeting; and

(ii) must not vote on the matter.

(c) A general notice that a Director is to be regarded as having a material personal interest in a matter being considered is sufficient declaration for such Director and the said matter. After such general notice it is not necessary for such Director to give a special notice relating to the said matter.

(d) Any declaration made or any general notice as aforesaid given by a Director in accordance with this Rule 21.6 must be recorded in the minutes of the relevant meeting.

21.7 Financial Interest

(a) A Director is disqualified from:

(i) holding any place of profit or position of employment in the Club, or in any company or incorporated Club in which the Club is a shareholder or otherwise interested; or

(ii) contracting with the Club either as vendor, purchaser or otherwise;

except with express resolution of approval of the Board.

(b) Any contract or arrangement in which any Director is in any way interested which is entered into by or on behalf of the Club without the approval of the Board, will be voided for such reason.

(c) The nature of the financial interest of such Director must be declared by the Director at the meeting of the Board at which the contract or arrangement is first taken into consideration if the interest then exists, or in any other case at the first meeting of the Board after the acquisition of the interest.

(d) A general notice that a Director is a Member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under Rule 21.7(c) for such Director and the said transactions. After such general notice it is not necessary for such Director to give a special notice relating to any particular transaction with that firm or company.

(e) Any declaration made or any general notice as aforesaid given by a Director in accordance with Rule 21.7 must be recorded in the minutes of the relevant meeting.

21.8 Conflicts

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

22. DELEGATED POWERS

22.1 Board May Delegate Functions

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

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

(i) this power of delegation; and

(ii) a function imposed on the Board by the Act or any other law, or this Constitution or by resolution of the Club in General Meeting.

(c) delegation made under this clause, and may amend or repeal any decision made by such body or person under this clause.

22.2 Exercise of Delegated Functions

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

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

22.3 Procedure of Delegated Entity

(a) The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under Rule 21.

(b) The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the Board with details of all material decisions.

(c) The entity shall also provide any other reports, minutes and information required by the Board.

23. DUTIES

23.1 General Duties

(a) As soon as practicable after being elected or appointed to the Board, each Director must become familiar with this Constitution and the Act.

(b) The Board is collectively responsible for ensuring that the Club complies with the Act and that individual Directors comply with this Constitution.

(c) The Board must ensure that the Club complies with all requirements in the Act regarding financial statements.

23.2 Public Officer

(a) As per Section 34 of the Act, the Club must have a Public Officer position appointed.

(b) The Board will determine from time to time who will act as the Club's Public Officer under the Act. Such person shall be appointed by the Board for such term and upon such conditions as the Board thinks fit.

(c) The Public Officer must give the registrar notice of their appointment within 28 days after the appointment.

(d) If the position of Public Officer becomes vacant, the Board must appoint a person to the position within 28 days after the vacancy arises.

24. MINUTES OF BOARD MEETINGS

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

(b) As a minimum, the minutes must record:

(i) the business considered at the meeting;

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

(iii) any interest declared under Rules 21.6 or 21.7.

25. BY-LAWS

25.1 Board to Formulate By-laws

The Board may formulate, issue, adopt, interpret and amend such By-Laws for the proper advancement, management and administration of the Club, the advancement of the Objects and surf lifesaving in the North Coast as it thinks necessary or desirable. Such By-Laws must be consistent with the Constitution, the Branch Constitution, the SLSNSW Constitution, the SLSA Constitution and any regulations or By-Laws or the Standard Operating Procedures made by SLSNSW or SLSA. If any By-Laws are inconsistent with the SLSNSW or SLSA Constitution and regulations the By-Laws shall be null and void and will be inapplicable.

25.2 By-Laws Binding

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

25.3 By-Law Transitional Arrangements

Notwithstanding any other rule of this Constitution, the transitional arrangements set out at Rule 37 shall apply from the date of adoption of this Constitution.

25.4 Notices Binding on Members

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

26. FUNDS, RECORDS AND ACCOUNTS

26.1 Sources of Funds

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

26.2 Club to Keep Records

(a) The Club shall establish and maintain, in accordance with the Act and this Constitution, proper accounting and other records and minutes concerning all transactions, business, meetings and dealings of the Club and the Board.

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

26.3 Board to Submit Accounts

The Clubs statements of account are required to be audited as per the Charitable Fundraising Act 1991. At the Clubs Annual General Meeting the audited statements of account will be presented to the Members.

26.4 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 three months after such approval or adoption.

26.5 Accounts to Members

The Board shall make available to all persons entitled to receive notice of Annual General Meetings in accordance with this Constitution, a copy of the statements of account, the Board's report, the full auditor's report and every other document required under the Act (if any).

27. APPLICATION OF INCOME

(a) The income and property of the Club shall be applied solely towards the promotion of the purposes of the Club as set out in this Constitution.

(b) No portion of the income or property of the Club shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member.

(c) Nothing in this Rule 27 shall preclude payment to a Member in good faith for expenses incurred or services rendered, including, but not limited to:

(i) any services actually rendered to the Club whether as an employee or otherwise;

(ii) goods supplied to the Club in the ordinary and usual course of operation;

(iii) interest on money borrowed from any Member;

(iv) rent for premises demised or let by any Member to the Club; or

(v) any out-of-pocket expenses incurred by the Member on behalf of the Club,

Provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

28. NEGOTIABLE INSTRUMENTS

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

29. AUDITOR

(a) A properly qualified auditor or auditors shall be appointed, and the remuneration of such auditor or auditors fixed by the Club in General Meeting. The auditor's duties shall be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with the *Corporations Act 2001* and generally accepted principles, and/or any applicable code of conduct. The auditor may be removed by the Club in the General Meeting.

(b) The accounts of the Club shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each Financial Year.

30. SERVICE OF NOTICES

(a) Notices may be given to any person entitled under this Constitution to receive any notice by sending the notice by post or 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 at the time the letter would have been delivered in the ordinary course of post.

(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 by upon receipt of a confirmation report confirming the electronic mail message was received at the electronic mail address to which it was sent.

31. COMMON SEAL

(a) The Club may have a Seal upon which its' corporate name shall appear in legible characters.

(b) The Seal shall not be used without the express authorisation of the Board. Every use of the Seal shall be recorded in the Club's minute book. Two Directors must witness every use of the Seal, unless the Board determines otherwise.

32. REGISTERED ADDRESS

The registered address of the Club is:

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

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

33. INDEMNITY

(a) Every Director, officer, auditor, manager, employee or agent of the Club shall be indemnified out of the property or assets of the Club against any liability incurred by him/her in his/her capacity as Director, officer, auditor, manager, employee or agent in defending any proceedings, whether civil or criminal, in which judgement is given in his/her favour or in which he/she is acquitted or in connection with any application in relation to any such proceedings in which relief is, under the Act, granted to him/her by the Court.

(b) The Club shall indemnify its Directors, Officers, Managers and Employees against all damages and costs (including legal costs) for which any such Director, Officer, Manager 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 his employment by the Club.

34. DISSOLUTION

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

(b) In the event of the Club being wound up, the liability of the Member shall be limited to any outstanding monies due and payable to the Club, 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 Club there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members but shall be given or transferred to some registered or exempt charity, having 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 Club by this Constitution. Such registered or exempt charity will be determined by the Members at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of New South Wales or other Court as may have or acquire jurisdiction in the matter.

35. CUSTODY OF BOOKS AND OTHER DOCUMENTS

(a) Except as otherwise provided in this Constitution, the Board shall keep in its custody or control all books, minutes, documents and securities of the Club.

(b) Subject to the Act, the Board may determine whether and to what extent, and at what times and places and under what conditions, the financial records, accounts, books, securities or other relevant documents of the Club will be open for inspection by the Members.

36. LIQUOR LICENCE OBLIGATIONS

36.1 No Payments

No officer or servant of the Club can be paid by way of commission or allowance from the receipts of the Club from the sale and disposal of liquor.

36.2 Guests

A visitor to the Club's premises must not be supplied with liquor in those premises unless the visitor is:

(a) a guest in the company of an adult Member; or

(b) an authorised gaming visitor admitted in accordance with any relevant rules of the Club.

36.3 Records

The Club must maintain records of guests to the Club's premises.

37. TRANSITIONAL ARRANGEMENTS

(a) Notwithstanding any other rule of this Constitution, the transitional arrangements set out in this Rule 37 shall apply from the date of adoption of this Constitution.

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

(c) All clauses, rules, By-Laws and regulations of the Club 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 Rule 25.

(d) All individuals who are, prior to the approval of this Constitution, Members of the Club shall be deemed Members of the Club from the time of approval of this Constitution under the Act. All such Members shall provide the Club with such details as may be required by the Club under this Constitution within one month of the approval of this Constitution under the Act.

WOOLGOOLGA SLSC Inc

BY LAWS

1. OFFICERS OF THE CLUB:

A) HONORARY OFFICERS

The Club may elect the following Honorary Officers who shall have no voting rights and who need not be members of the Club:

- Patrons
- Solicitor
- Medical Officer/s
- Auditor

These Officers shall have the right to attend Annual and Special General Meetings and to speak or express opinions on business conducted at those meetings.

B) SUB BOARD

- Vice-Captain/Race Secretary
- Chief Training Officer/Club Coach
- Registrar/Member Protection Information/Child Protection Officer/Member Services
- Boat Captain
- I.R.B. captain
- Publicity Officer
- Delegates to Branch
- Gear Steward
- Social Organiser
- Communications Officer
- Junior Captain
- JAC Superintendent
- Board and Ski Captain
- First Aid Officer/WHS Officer

The nominations for Sub Board shall be in writing on the official nomination form signed by both the nominee and the proposer, who must be financial members prior to nomination. Nominations must be received by the Returning Officer or Director of Administration/Public Officer if the Returning Officer is not available or elected, no later than Twenty One (21) days prior to the Annual General Meeting (AGM), on receipt the Director of Administration shall notify nominees. Vacant positions not nominated for shall be filled from the floor at the AGM.

2. SUB COMMITTEES

A general meeting or a Board Meeting may appoint officers and/or members to a Sub Committee to undertake any matter referred to it and to report back to the body appointing it.

A Sub Committee shall meet and adjourn as it thinks proper, and it shall commence to attend its business within 28 days of appointment or in any time frame as determined by the Board, any member/s of the Club may attend Sub Committee meetings but shall not participate in the debate unless invited to do so and shall have no right to vote.

The Board may elect or appoint any of the following Sub Committees to facilitate the efficient running of the affairs of the Club:-

JUNIOR ACTIVITIES

a) The Club shall have a Board of Junior Activities Committee (herein called the BJA) who shall be responsible to the Board. The Board shall ensure that all aspects of the BJA including administration and duties of the Officers, are in accordance with the Rules or the NSW SLS BJA.

   Persons eligible to vote at a BJA Sub Committee Meeting shall be financial BJA parent members and other financial members of the Club who express interest in Junior Activities affairs.

b) The BJA shall be subject to the following terms of reference:-

   i) The responsibility for the conduct and co-ordination of all matters relating to Junior Activities.

   ii) To provide BJA members with an educational and teaching experience in a wide range of subjects and skills within the aquatic/marine environment.

   iii) To prepare BJA members for their eventual transition to the marine and patrol involvement of the surf lifesaving.

c) i) The BJA shall elect:-

   - President
   - Vice President
   - Director of Administration
   - Director of Finance

- Registrar/ Member Services Officer
- Superintendent
- Member Protection Information/Child Protection Officer/s

ii) and may elect:

- Deputy Superintendent
- Publicity Officer
- Gear Steward
- Assistant Director of Administration
- Social Activities Coordinator
- Age Managers
- March Past Coach
- Education Officer

(All with voting rights within the BJA)

d) The Officers mentioned in Sub Rule c) i) above shall constitute the Executive of the BJA and shall have the power to deal with matters requiring immediate attention.

e) The BJA shall elect two Officers from their number to act as delegates to the Club Board. They will report on the activities of the BJA to the Board and be eligible to vote on matters affecting the BJA.

f) Officers specified in Sub Rule c) i) and c) ii) shall be elected at the BJA Annual General Meeting from the nominations submitted by the financial Junior Activities members.

g) Voting and ballots shall be conducted in accordance with the constitution of the club

h) In the event of a committee position becoming vacant, due to resignation or other reason, such vacancy may be filled at a meeting of the BJA.

i) The BJA may raise their own funds and operate their own bank accounts, within the clubs' financial structure, but are answerable to the Senior Club Board at all times. Where due to unforeseen circumstances the BJA have financial difficulties, they may submit a costing of expenditure to the Club Management seeking assistance.

j) Business shall be conducted at the following BJA meetings:-

i) The Annual General Meeting, which shall be held in each calendar year, and prior to the Club's Annual General Meeting;

ii) Ordinary General Meetings which shall be held if required;

iii) Special General Meetings shall be held if required;

iv) Committee Meetings shall be held at least monthly during the Surf Lifesaving Season;

v) Executive Committee Meetings which shall be held as and when required.

QUORUM FOR ALL GENERAL MEETINGS SHALL BE FOUR (4).

Minutes of all meetings shall be recorded and shall be circulated to Officers of the BJA and to the Club Director of Administration.

SOCIAL shall be under the control of the Social Organiser and/or Social Committee.

LIFESAVING shall consist of Boat, Gear, IRB, Chief Training Officer, Board and Ski under the Director of Lifesaving and Vice- Captain.

HOUSE/WHS shall attend to maintenance, care and upkeep, recommendations for safety and welfare of the Club.

SELECTION shall consist of Club Captain, IRB Captain, Board and Ski Captain, Boat Captain and Club Coach (Development Officer).

NEW MEMBER LIAISON Junior Captain, Chief Training Officer, Registrar and Director of Lifesaving to assist new members integrating into the Club.

JUDICIARY COMMITTEE is made up of three (3) Life members, appointed by the Board as necessary, at any time, to assist the Club in disciplinary and complaint matters. The duties of the Judiciary Committee shall be to hear an appeal and to make final judgement of any appeal which may be made by a member who has been dealt with by the Board under Rule 12.

3. DUTIES OF OFFICERS:

PRESIDENT shall administer all administrative affairs of the Club and shall chair meetings. The President or his nominated director at the commencement of the season will hold the inventory on SurfGuard of all Club equipment. At the conclusion of the season, each Director will resubmit their inventory including added or deleted articles, giving a cost estimate of replacement for the next season.

VICE PRESIDENT shall assist the President, deputize as required and in the President's, absence assume the responsibility and authority of that office. Should the President and Vice President both be absent from a meeting or are unwilling to act as Chairperson, the members present at the meeting, shall elect one of their own numbers to act as Chairperson. Minutes of proceedings at a meeting shall be signed by the Chairperson of the meeting or by the Chairperson of the succeeding meeting.

DIRECTOR OF FINANCE Shall ensure all money due to the club is collected and banked promptly and that all payments are authorised by the club are made and correct books and accounts are kept showing the financial affairs of the club including full details of all receipts and expenditure connected with activities of the club:

a) Before each general meeting and at other times requested prepare a statement showing details of receipts and expenditure and particulars relating to accounts payable for the period since the previous statement and arrange to produce such statements to the Annual general Meeting and meetings of the club together with a bank statement reconciling balance shown therein with balance as shown in the statement.

b) Keep or cause to be kept proper books of record and also prepare books of account showing all receipts and expenditure and assets and liabilities in connection with the club.

c) Liaise with the Registrar and Assets Officer regarding all assets within the club, including market value and depreciation.

d) Prepare a schedule of assets and liabilities of the club if and when requested to do so by the Board of Directors or Board of Management meeting.

e) Once in every year prepare a statement of Income and Expenditure together with a Balance Sheet showing the position of the club as at the date of the close of the financial year and cause same to be included in the Annual Report.

f) In conjunction with the Director of Administration carry out the duties of purchasing insurance within the club.

g) All club finance records are to be audited prior to the Annual General Meeting as per NSW Articles of Incorporation.

DIRECTOR OF ADMINISTRATION shall conduct all the correspondence of the Club, be concerned for the clerical administration of the Club and for the exhibiting of all instructions and notices on the noticeboard. The Director of Administration shall ensure that records are kept of the business of the club, including the Rules, By Laws and Regulations, Register of Members, Minutes of all General and Committee Meetings and a File of Correspondences. These records shall be held in the custody of the Director of Administration.

a) The Director of Administration may also hold the position of Public Officer.

b) All Club Letterheads and Envelopes shall be under security by the Director of Administration and totally prohibited for individual use.

DIRECTOR OF LIFESAVING is the Chief Lifesaver and shall be concerned with all operational Life Saving Activities of the Club. The following Officers report directly to the Director of Lifesaving or Assistant Director of Lifesaving:

- Chief Training Officer
- IRB Captain
- Patrol Captains
- First Aid Officer
- Gear Steward
- Communications Officer

All these Officers should submit their programs for the coming season to the Director of Lifesaving, who will submit recommendations to the Board for approval. The Director of Lifesaving and Assistant Director of Lifesaving look at these programs, then have a meeting with the relevant Officers. It is recommended that the Director of Lifesaving and Assistant Director of Lifesaving divide the duties between them.

ASSISTANT DIRECTOR OF LIFESAVING shall assist the Director of Lifesaving and shall be concerned with all lifesaving gear and shall be directly responsible to ensure sufficient persons to man patrols and will communicate with patrol defaulters to maintain efficiency of patrols and in the absence of the Director of Lifesaving shall exercise that Officer's functions.

REGISTRAR shall keep and maintain a register of members of the Club on SurfGuard, showing the name, address and date of commencement of membership of each member. Provision for noting the date of cessation of membership shall also be contained in the register. The registrar shall also keep a list of all awards gained by members.

CHIEF TRAINING OFFICER shall arrange and be concerned for classes of instruction in the methods of surf lifesaving as outlined in the manuals of the SLSA and shall arrange for assessments for awards.

BOAT CAPTAIN shall be qualified, proficient and have concern for the housing and maintenance of all surf boats and surfboat equipment and shall supervise and organise the training of members in conjunction with the Chief Training Officer, in surf boat practices, and shall at times be subject to the direction of the Director of Lifesaving, Assistant Director of Lifesaving and Directors.

INFLATABLE RESCUE BOAT CAPTAIN (IRB) shall be qualified and currently proficient as an IRB driver in accordance with the manuals of the SLSA. The IRB Captain shall be concerned for the care, maintenance and housing of the IRB's, IRB gear and shall also be concerned with the training of members, in conjunction with the Chief Training Officer.

PUBLICITY OFFICER shall be concerned for the overall media coverage of relevant matters pertaining to events conducted by the Club and shall endeavour to create a good public relations image with the media, general public and supporters of the Club. The Publicity Officer shall maintain a full record of all publicity coverage and report same to the Board Director in charge. No mention shall be made of any domestic affairs of members, nor shall any media controversy be entered into involving any member, Club or the SLSA.

DELEGATE/S TO THE BRANCH shall attend all general meetings of the North Coast Branch SLS and shall submit a report in writing to the Director of Administration of the proceedings of the meetings attended. Should a Delegate be unable to attend a meeting, the Club will be required to appoint a proxy delegate. The Delegate/s shall carry out all instructions that are received from the Board.

GEAR STEWARD shall be concerned for the care, repair and maintenance of all the Clubs Life Saving Equipment in consultation with other responsible officers and report to the appropriate Director.

SOCIAL ORGANISER/COMMITTEE shall organise and supervise the conduct of all approved functions held by the Club, under the direction of the Director of Finance.

COMMUNICATION OFFICER shall be responsible for the upkeep, maintenance and supervision of all Club equipment relevant to communications and shall be concerned for the training of members in the proper use and care of this equipment and shall report to the appropriate Director.

JUNIOR CAPTAIN shall liaise between the Under 17 and Under 15 members, Director of Lifesaving and Directors to retain and further these members' advancement in surf lifesaving.

BJA CLUB SUPERINTENDENT shall be directly concerned with all matters which affect the Junior Activity Members, and report to the appropriate Director.

BOARD AND SKI CAPTAIN shall be qualified, proficient and have concern for the care, maintenance and allocation of craft to members/ competitors/trainees of this Club and shall at times be subject to the direction of the Director of Lifesaving, Vice-Captain, Directors.

FIRST AID OFFICER shall be qualified, proficient and have concern with all matters pertaining to the care and maintenance of all first aid equipment, facilities and first aid stock.

CLUB COACH shall have the minimum qualifications and be concerned for all competition training within the Club and all education for Life Saving Competition enhancement.

4. PATROLS:

All members who are eligible to patrol, other than those who are exempt from patrol duties and those who leave of absence has been granted by the Board, shall patrol Woolgoolga Beach during the patrol season and at such hours as may be determined by the North Coast Branch of SLS. Patrolling by members shall be in accordance with Rule 8.2.

5. POLITICS AND RELIGION:

The Club shall be strictly non- political and non- sectarian.

6. DISPLAY OF RULES, BY LAWS AND REGULATIONS:

A copy of the Rules, By Laws and Regulations shall be readily available from the Director of Administration at all reasonable times and each member shall be deemed to have read and to have agreed to accept them.

A copy of these Rules and By Laws shall be posted in a prominent position in the Clubhouse and shall be presented to each new member.

7. SAVING PROVISO:

In the event of anything occurring not within the scope of these By Laws, the Board shall first determine if the matter is covered in Branch, State or SLSA Rules and By Laws. If not provided for, shall deal with same and the decision shall be binding.

Members shall accept the direction of any Members of the Board on matters associated with the Club and its activities.

Any member who shall commit a breach of the Rules or By Laws or who shall be guilty of misconduct or act contrary to the general policy of the Club shall be dealt with by the Board as provided in Rule 12 of the Club's Constitution.

8. PROPERTY OF THE CLUB:

The property of the Club shall be vested in the Board and belong to the members, but no member shall have any transmissible interest therein and on ceasing to be a member any interest shall become void.

9. DISCIPLINING OF MEMBERS:

The Woolgoolga Surf Life Saving Club will adhere to the SLSA Regulation and Grievance Procedure as amended from time to time.

10. REGULATIONS FOR PATROLS:

A) **APPOINTMENT OF PATROLS** shall be appointed by the Director of Lifesaving in conjunction with the Assistant Director of Lifesaving and approved by the Board.

Once appointed, patrol members shall be under the immediate direction of the Patrol Captain, assisted by the Patrol Vice Captain.

Family members may, upon written request to the Director of Lifesaving or Assistant Director of Lifesaving, elect to be allocated to the same patrol, subject to operational requirements and approval by the Director of Lifesaving.

B) PATROL ROSTERS AND HOURS OF DUTY for each patrol member shall be set out on the patrol roster and forwarded or otherwise made available to each rostered patrol member.

Receipt or publication of the patrol roster shall be deemed sufficient notice of the times the member is required to be on duty.

Patrol members must ensure that they are at the beach, ready for duty and suitably attired at least fifteen (15) minutes prior to the rostered commencement time of their patrol.

C) SUBSTITUTION OF PATROLS may be arranged by members unable to attend an allotted patrol, provided that the substitute holds the required and equivalent status, qualification and proficiency necessary to perform the patrol.

All substitutions must be arranged in accordance with Club patrol procedures and any applicable SLSA, SLSNSW or North Coast Branch requirements.

D) LEAVING THE PATROL AREA by members during their period of duty is not allowed unless permission has been gained from the Patrol Captain or, in the absence of the Patrol Captain, the Patrol Vice Captain or person responsible for the patrol.

E) DUTIES OF PATROL MEMBERS shall perform any duty allotted by the Patrol Captain in connection with lifesaving operations or any other task reasonably considered necessary for the safe and efficient patrolling of the beach.

F) ATTENDANCE AT TRAINING AND AWARD COURSES by members on patrols who are candidates for any SLSA, SLSNSW or other recognised lifesaving award shall be granted reasonable leave from patrol duties to attend authorised classes, assessments or training activities upon notification to the Director of Lifesaving or Assistant Director of Lifesaving. Such leave does not automatically remove or reduce any patrol-hour obligation unless otherwise permitted under applicable SLSA, SLSNSW or Club requirements.

G) LIFESAVING PRACTICE and training may be carried out from time to time under the instruction of the Patrol Captain or the Patrol Captain's nominee.

H) DUTIES OF PATROL CAPTAINS shall:

a) check and ensure that all equipment required by North Coast Branch, SLSNSW, SLSA and the Club is placed on the beach and available for use;

b) allocate duties to each patrol member immediately upon commencement of the patrol;

c) ensure that the last patrol on duty each day returns all equipment in a clean and serviceable condition and that such equipment is securely stowed;

d) enter appropriate information into the relevant SLSA, SLSNSW and/or Club patrol records and logbooks;

e) supervise the signing on and signing off of patrol members in the relevant patrol records;

f) be familiar with applicable Local Government requirements and any relevant legislation, regulations, policies or procedures relating to the powers and responsibilities of surf clubs, lifeguards, beach inspectors and patrol members; and

g) exercise the utmost discretion and professionalism in all dealings with members of the public.

I) FAILURE TO COMPLETE A ROSTERED PATROL

Any patrol member who:

a) fails to attend a rostered patrol without arranging an approved substitute; or

b) fails to fulfil a duty reasonably allocated by the Patrol Captain, may be required to provide an explanation to the Board, in person or in writing, within fourteen (14) days.

The Board may determine what action, if any, is appropriate having regard to the circumstances and any applicable Club policies, Constitution, By-Laws, SLSA requirements, SLSNSW requirements and principles of procedural fairness.

J) PATROL NOT RELIEVED

If a patrol reaches the end of its rostered period of duty and has not been relieved, the Patrol Captain shall retain sufficient patrol members to maintain the required level of operational effectiveness until the patrol is relieved or an alternative arrangement is authorised.

K) BEACH CLOSURE

In the event that the beach is closed, a minimum of three (3) appropriately qualified and currently proficient Bronze Medallion/Certificate II Public Safety and Aquatic Rescue holders shall remain on duty for the duration of the rostered patrol period, unless otherwise directed or permitted under the applicable Lifesaving Service Agreement, SLSNSW requirements or other applicable authority.

L) PATROL REQUIREMENTS FOR COMPETITORS

a) General Competition Requirements

All members wishing to compete for Woolgoolga Surf Life Saving Club Inc. ("the Club") at any Surf Life Saving sanctioned competition or event must:

i) be a financial member of the Club;

ii) hold and maintain all awards, proficiencies, qualifications and other eligibility requirements prescribed by Surf Life Saving Australia (SLSA), Surf Life Saving NSW (SLSNSW), North Coast Branch and/or the relevant competition rules;

iii) comply with all applicable SLSA and SLSNSW patrol-hour requirements and competition eligibility requirements; and

iv) fulfil the Club's patrol requirements contained in this By-Law.

Nothing in this By-Law is intended to replace, reduce or override any mandatory requirement imposed by SLSA, SLSNSW, North Coast Branch or the rules of the relevant competition.

Where an SLSA, SLSNSW or North Coast Branch requirement is greater than or inconsistent with a Club requirement, the applicable SLSA, SLSNSW or North Coast Branch requirement shall prevail.

b) Club Patrol Requirement

In addition to the minimum patrol requirements prescribed by SLSA, SLSNSW or North Coast Branch, a member wishing to compete for the Club must complete a minimum of eighty percent (80%) of their rostered patrols for the relevant patrol season.

A member must also not be more than twelve (12) patrol hours in deficit at any time during the patrol season.

A member who reaches or exceeds twelve (12) hours of patrol deficit shall be regarded as non-compliant with the Club's patrol requirements until the deficit has been reduced below twelve (12) hours, unless an exemption or alternative arrangement has been approved in accordance with this By-Law.

The eighty percent (80%) rostered patrol requirement and twelve (12) hour maximum patrol deficit are additional Club requirements and apply regardless of whether a member has otherwise satisfied the minimum competition patrol-hour requirements prescribed by SLSA or SLSNSW.

c) Patrol Deficit and Repayment

For the purposes of this By-Law, a member is considered to be in patrol deficit where the member has failed to complete a rostered patrol obligation, and the relevant patrol hours have not been completed or otherwise accounted for in accordance with this By-Law.

A patrol deficit may arise from:

i) failing to attend a rostered patrol without arranging an approved substitute;

ii) arranging an approved substitute to perform a rostered patrol on the member's behalf;

iii) leaving a rostered patrol before completing the required period of duty without approval; or

iv) any other failure to complete a rostered patrol obligation which has not been otherwise approved by the Director of Lifesaving or Assistant Director of Lifesaving.

d) Repayment of Patrol Deficit

A member may repay a patrol deficit by completing additional patrol or eligible lifesaving duties approved by the Director of Lifesaving or Assistant Director of Lifesaving.

Unless otherwise approved, the following may be used to repay a patrol deficit:

i) additional voluntary patrols;

ii) additional rostered patrols undertaken above the member's normal roster obligation;

iii) an approved patrol undertaken for another patrol team where the member is suitably qualified and proficient;

iv) eligible water safety duties for Club Junior Activities;

v) eligible lifesaving or specialist service duties recognised by SLSA, SLSNSW or the Club; and

vi) other patrol or lifesaving duties specifically approved by the Director of Lifesaving.

A patrol undertaken as a substitute for another member shall be credited to the member who actually performs the patrol. Where a member performs a substitute patrol for another member, the hours may also be applied to reduce the performing member's own patrol deficit, where applicable.

Club administration, fundraising, social activities or other non-lifesaving activities shall not ordinarily be used to repay a patrol deficit.

e) Timing of Repayment

A member who incurs a patrol deficit must make reasonable arrangements to repay the deficit as soon as practicable.

Where a member has incurred a deficit of more than four (4) hours, the member should notify the Director of Lifesaving or Assistant Director of Lifesaving and agree on a reasonable repayment plan.

Unless otherwise approved by the Director of Lifesaving, a patrol deficit must be repaid:

i) before the member reaches or exceeds twelve (12) hours of patrol deficit;

ii) before the end of the relevant patrol season; and

iii) sufficiently in advance of any competition for which the member intends to be entered, where necessary to ensure that the member satisfies the Club's competition eligibility requirements.

A member shall not deliberately accumulate patrol deficit with the intention of repaying the deficit immediately before a competition or at the end of the patrol season where doing so would adversely affect the Club's ability to provide required patrol services.

f) Recording of Deficit and Repayment

All patrol deficit and repayment hours shall be recorded in the Club's patrol records and, where applicable, the SLSA Members Portal or other system nominated by the Club.

The member is responsible for checking that their patrol deficit and repayment hours have been correctly recorded and must raise any discrepancy with the Director of Lifesaving or Assistant Director of Lifesaving as soon as practicable.

Patrol hours used to repay a deficit may also count as the member's personal patrol hours for competition purposes only where those hours are recognised as personal patrol hours under the applicable SLSA and SLSNSW requirements.

g) Effect of Repayment

Once a member has completed sufficient approved patrol or lifesaving duties to repay their outstanding deficit, the member's patrol deficit shall be reduced by the number of hours completed.

A member's deficit shall be considered fully repaid when all outstanding deficit hours have been completed and recorded.

Repayment of a patrol deficit does not, by itself, guarantee competition eligibility.

The member must continue to satisfy all applicable SLSA, SLSNSW, North Coast Branch and Woolgoolga SLSC competition eligibility requirements, including the Club's eighty percent (80%) rostered patrol requirement.

h) Exceptional Circumstances

The Director of Lifesaving may approve an alternative arrangement for repayment where a member is unable to repay a patrol deficit through normal patrol arrangements because of exceptional circumstances.

Any such arrangement must:

i) be documented;

ii) specify the number of hours outstanding;

iii) specify the duties or arrangements by which the deficit will be addressed; and

iv) remain consistent with all applicable SLSA, SLSNSW and North Coast Branch requirements.

Where the proposed arrangement may affect the members' eligibility to compete, the Director of Lifesaving shall refer the matter to the Board for determination.

i) Personal Patrol Hours

Subject to applicable SLSA and SLSNSW requirements, personal patrol hours may include:

i) rostered patrols completed by the member;

ii) voluntary patrols completed by the member;

iii) eligible water safety duties undertaken for Club Junior Activities; and

iv) other patrol or lifesaving duties recognised by SLSA, SLSNSW or the Club for patrol-hour purposes.

Patrol hours undertaken as a substitute for another member shall be credited to the member who actually performs the patrol and shall not be credited to the member for whom the substitution was arranged.

Penalty patrol hours shall not be used as personal patrol hours for competition purposes unless expressly recognised as such by the applicable SLSA or SLSNSW requirements.

Members are responsible for monitoring their own patrol hours and may check their recorded hours through the SLSA Members Portal or other system nominated by the Club.

j) Competition and Carnival Attendance

A member who is rostered for patrol on a day on which they intend to attend a carnival, or competition must arrange an approved substitute in accordance with Club patrol procedures.

Attendance at a carnival, competition or other Surf Life Saving event does not, of itself, relieve a member of their rostered patrol obligation.

The member remains in patrol deficit for any substituted hours until those hours are repaid, unless otherwise approved in accordance with this By-Law and applicable SLSA and SLSNSW requirements.

k) New and Returning Members

New members, members re-joining the Club after not being a member during the previous season, members returning from an approved leave of absence, and members who have recently obtained their Surf Rescue Certificate (SRC) or Bronze Medallion shall comply with the applicable SLSA and SLSNSW pro-rata patrol-hour and competition eligibility requirements in force at the relevant time.

Where the applicable SLSA or SLSNSW requirements permit a member to compete after completing a specified number of patrol hours, the member must also satisfy the Club's patrol requirements applicable to their circumstances.

Once a member obtains their SRC or Bronze Medallion and is eligible to patrol, they shall be allocated to a patrol team and shall be required to fulfil the Club's rostered patrol obligations from the date of allocation.

If a member has not been notified of their patrol-team allocation within three (3) weeks of obtaining their SRC or Bronze Medallion, it is the member's responsibility to contact the Director of Lifesaving or Assistant Director of Lifesaving to have the matter rectified.

l) Members Transferring Competition Rights

A member transferring their competition rights from another Surf Life Saving Club to Woolgoolga SLSC must satisfy all applicable SLSA,

SLSNSW and North Coast Branch requirements for competition eligibility.

In addition, the member must satisfy the Club's patrol requirements applicable to members competing for Woolgoolga SLSC.

Transfer of competition rights to the Club does not, by itself, exempt a member from the Club's patrol requirements.

m) Seasonal Patrol Exemption I Roving Patrol

A member seeking a seasonal patrol exemption, including approval to undertake roving patrol arrangements, must submit an application in writing to the Director of Lifesaving or Assistant Director of Lifesaving, together with supporting evidence demonstrating the circumstances relied upon.

The application shall be presented to the next scheduled monthly Board meeting for consideration.

The member shall be notified of the Board's decision following that meeting.

Unless otherwise approved by the Board and permitted under applicable SLSA and SLSNSW requirements, the member must continue to fulfil their rostered patrol obligations while the application is being considered.

Any seasonal patrol exemption granted by the Club:

i) applies only for the patrol season for which it is granted;

ii) does not override any SLSA, SLSNSW or North Coast Branch requirement;

iii) does not automatically provide an exemption from SLSA or SLSNSW competition eligibility or patrol-hour requirements; and

iv) must be reapplied for in each subsequent patrol season.

n) Administration and Monitoring

The Director of Lifesaving, or a person nominated by the Director of Lifesaving, shall be responsible for monitoring compliance with the patrol requirements contained in this By-law.

The Club may notify a member when the member is approaching or has exceeded the permitted patrol deficit or has otherwise failed to meet the Club's patrol requirements.

Where a member does not satisfy the requirements of this By-Law, the Club may determine that the member is not eligible to be entered as a competitor representing Woolgoolga SLSC, subject to the members' rights under the Club Constitution and any applicable SLSA, SLSNSW or North Coast Branch requirements.

o) External Requirements

The Club's patrol and competition requirements shall be read subject to any current SLSA, SLSNSW or North Coast Branch Constitution, regulation, policy, competition requirement, circular, bulletin, patrol-hour requirement or other applicable direction.

Where an external requirement is amended after adoption of this By-Law, the amended external requirement shall apply to the extent that it is mandatory and inconsistent with this By-Law.

11. VISITORS:

A member may invite a visitor into the Club premises provided that such visitor is first introduced to a Board Director. The introducing member shall be responsible for such visitor. Notwithstanding the foregoing, a Director may permit distinguished visitors to use the Club premises at his discretion and shall report such permission to the Board.

12. PREMISES AND PROPERTY:

A) The security of the Surf Clubhouse shall be vested in the Board.

B) The President shall have custody of all keys and will be responsible to the Board for the proper allocation of them to selected Office Bearers at each Annual General Meeting and throughout the season.

C) A register of all keys issued shall be kept and be under the President's control and the keys shall be returned to the President at the Annual General Meeting.

D) The Surf Clubhouse is for the use of the Club Members and/or others at the discretion of the Board.

E) The Club's consent must be obtained for the hiring or leasing of the building or its precincts.

F) Unseemly conduct likely to interfere with the comfort of the Club Members will not be permitted, and all members shall use their individual efforts in preserving the cleanliness of the premises.

G) A member shall not remove from the Club or use any of the Club's property for any purpose other than that for which it is intended without the sanction of the Club President.

H) All property willfully damaged or destroyed shall be paid for or replaced by those found to be responsible.

I) The Board shall at all times ensure that the Club property is adequately insured.

J) a) Clubhouse accommodation:

Members who wish to utilise accommodation shall obtain;

i) permission from President

ii) sign attendance book

iii) bedding and personal belongings to be stowed away by 0800 hrs.

iv) the kitchen shall be vacated, cleaned by 0900hrs including stove, floor, sink and fridge of used food stuffs.

b) Junior members may utilize accommodation only under the supervision of a Senior Active Member at all times.

13. INTOXICATING LIQUOR:

Intoxicating liquor shall not be bought to the Club premises by any person except with the permission of the Board.

When liquor is provided in the Club premises it shall only be at the direction of the Board.

14. ANIMALS ON PREMISES:

Animals shall not be allowed in the Clubhouse.

15. THE CLUB PREMISES:

The Club premises shall be available for training and other purposes connected with the work of the Club at all times as may be required by the Director of Lifesaving, Assistant Director of Lifesaving or Chief Training Officer, and no games or other forms of amusement shall be permitted while training or meetings are in progress.

16. CLUB CHAMPIONSHIPS:

The Club Championships shall be held during the season at the discretion of the Board, and the format will be decided by the Board, and all competitors will be given due and timely notice.

Events to be conducted will be:

Surf Race U/15, U17, U19, Open and Masters – Male and Female

Board Race U/15, U17, U19, Open and Masters – Male and Female

Iron Person U/15, U17, U19, Open and Masters – Male and Female

Beach Sprint U/15, U17, U19, Open and Masters – Male and Female

Beach Flags U/15, U17, U19, Open and Masters – Male and Female

Other events such as Tube Race, Team Events and Surf Ski Race may be held dependent on the number of competitors and availability of equipment, but do not count in the Overall Points Score.

17. SURF RESCUE CRAFT:

A) I.R.B. or other rescue crafts shall not be used for any other purpose than surf lifesaving, training and instruction, except with permission of the Board.

B) Any member or members of the Club shall not use a boat or rescue craft unless it is in charge of the respective Craft Captain or Vice-Captain, except if none of these Officers is available, a member of the Board may grant permission to a member of the Club (who in his/her opinion is qualified to do so) to take charge of a craft and such member shall be held responsible to the Board for the conduct of the crew and the manner in which the craft is used while it is under his/her control and for any breach of these By Laws.

C) The I.R.B. or any other rescue craft must not be taken away from the area patrolled by the Club without special permission of the Patrol Captain except for the express purpose of rescuing persons in danger in the vicinity of that area, but Patrol Captains must be notified at earliest convenience.

D) Members, except members on patrol, may be called on to assist in getting a boat or craft in or out of the water if it has been used in a rescue, refusal to do so will be a matter for report to the Board for action thereon.

E) An I.R.B. must be in attendance on all occasions when surf events, award training or assessments are being conducted, including all Junior Activities in the water.

18. COSTUMES AND COLOURS:

A) The Club colours shall be RED, CHOCOLATE and WHITE.

B) The Club Costume shall be Red and shall be worn by all members taking part in interclub competitions.

C) The Club Cap shall be white with an approximate 12mm red, 12mm white and 12mm chocolate-coloured stripes down the centre (as per Diagram 1 on Page 59). The red stripe is worn on the Members' right.

Woolgoolga SLSC Club Cap (as per Surf Life Saving Australia)

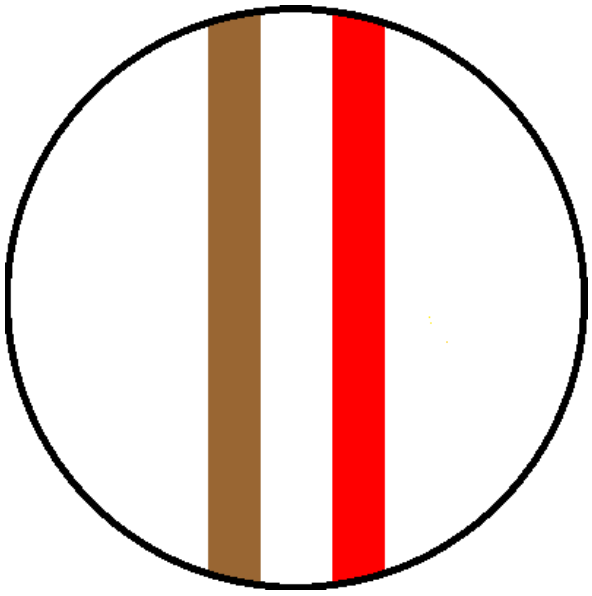

Diagram 1: Top View – Looking Towards the Front

D) Any dress worn displaying the Club's Name shall be of a design and colour approved by the Board.