



**MOOLOOLABA SURF LIFE SAVING CLUB INCORPORATED  
CONSTITUTION (RULES)**

**February 3, 2019**

**Edition 5**

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# ASSOCIATIONS INCORPORATION ACT 1981 (QLD) CONSTITUTION

Of

## MOOLOOLABA SURF LIFE SAVING CLUB INCORPORATED

### 1. NAME OF ASSOCIATION

The name of the association is **Mooloolaba** Surf Life Saving Club Incorporated (“**Association**”)

### 2. DEFINITIONS AND INTERPRETATION

#### 2.1 Definitions

In this Constitution unless the contrary intention appears:

**Act** means the *Associations Incorporation Act 1981* (Qld).

**Association** means Mooloolaba Surf Life Saving Club Incorporated.

**Management Committee** means the body managing the Association and consisting of the Management Committee Members under Rule 30.

**Branch** means Sunshine Coast Branch which includes the affiliated Surf Life Saving Clubs and their members within the boundaries of that Branch as defined by SLSQ and the Branch.

**By Laws** means any By-Laws made by the Management Committee under Rule 35.

**Constitution** means this Constitution of the Association.

**Delegate** means the person appointed from time to time to act for and on behalf of the Association.

**Eligible Voting Members** any financial member with voting rights as described in Rule 14 of this Constitution

**Management Committee Member** means a member of the Management Committee 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 Association.

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

**Life Member** means an individual appointed as a Life Member of the Association under Rule 14.4 b

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

**Membership Year** means the period between 1<sup>st</sup> October and 30<sup>st</sup> September the following year.

**Objects** means the objects of the Association under Rule 3.

**President** means the President for the time being of the Association.

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

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

**SLSQ** means the body recognised by SLSA as the body administering surf lifesaving in Queensland.

**Special Resolution** means a resolution passed at a general meeting by the votes of 75% of the members who are present and entitled to vote on the resolution (in accordance with the Act).

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

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

## 2.2 Interpretation

In this Constitution:

- (a) a reference to a function includes a reference to a power, authority and duty;
- (b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority or the performance of the duty;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other genders;
- (e) references to persons include corporations and bodies politic;
- (f) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- (h) a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.
- (i) The specification of the Objects and Powers of the Club in Rule 3 of this Constitution are not in any particular order and are not to be construed so as to lead to the construction that any object or power is more important than any other object or power, nor than any object or power which is specified in detail is more important than any object or power which has not been specified in detail, and no particular object or power will be limited by reference to any other and the rule of construction known as the "ejusdem generis" rule shall not apply.

## 2.3 Severance

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

## **2.4 Expressions in the Act**

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

## **2.5 Sole Purpose**

The Association is established solely for the Objects.

## **2.6 Model Rules**

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

## **2.7 Severance**

- (i) The Club shall be subject to the control of SLSQ and the Branch to the extent of the power of SLSQ and the Branch and shall have full control over all surf lifesaving services within that part of the Branch area designated as the Club's Bathing Reserve or as directed by SLSQ or the Branch from time to time. It shall be charged with the fulfilment of the objects of the Association within the boundaries of its jurisdiction.
- (ii) Auxiliary organisations may be formed and affiliated to the Club providing such organisations have similar aims and objects as the Club and are subject to the overall control of the Club.
- (iii) Topics - Religion and politics and matters such as this shall not be part of the Association business and are banned from discussion at any official meetings held within the Association. These items shall remain as an individual commitment only, without reference to the Association in any way.

## **3. OBJECTS OF ASSOCIATION**

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

- (a) provide for the conduct, encouragement, promotion and administration of surf lifesaving throughout Mooloolaba;
- (b) participate as a member of the Branch, SLSQ and SLSA through and by which 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 Association, Branch, SLSQ, Surf Life Saving Clubs, SLSA, and surf lifesaving, its standards, quality and reputation for the benefit of the Members and surf lifesaving;
- (d) at all times promote mutual trust and confidence between the Association, Branch, SLSQ, Surf Life Saving Clubs, SLSA, and the Members in pursuit of these objects;
- (e) at all times act on behalf of and in the interest of the Members and surf lifesaving;
- (f) promote the economic and community service success, strength and stability of the Association, Branch, SLSQ, Surf Life Saving Clubs, SLSA, and surf lifesaving;
- (g) affiliate and otherwise liaise with Branch, SLSQ and SLSA, in the pursuit of these objects and the objects of surf lifesaving;
- (h) conduct, encourage, promote, advance and control surf lifesaving in Mooloolaba, 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 of the Association, Branch, SLSQ and SLSA;
- (k) apply the property and capacity of the Association towards the fulfilment and achievement of these Objects;
- (l) promote the involvement and influence of surf lifesaving standards, techniques, awards and education with bodies involved in surf lifesaving;

- (m) strive for Governmental, commercial and public recognition of the Association as the authority on aquatic safety and management in Mooloolaba;
- (n) promulgate, and secure uniformity in, such rules as may be necessary for the management and control of surf lifesaving and related activities and the preservation of life in the aquatic environment;
- (o) further extend the operations and teachings of the Association throughout Mooloolaba;
- (p) further develop surf lifesaving into an organised institution and with these objects in view, to foster, regulate, organise and manage assessments, competitions, displays and other activities and to issue badges, medallions and certificates and award trophies to successful Members;
- (q) review and/or determine any matters relating to surf lifesaving which may arise, or be referred to it, by any Member;
- (r) pursue through itself or other such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of surf lifesaving in Mooloolaba;
- (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 Mooloolaba;
- (u) have regard to the public interest in its operations;
- (v) do all that is reasonably necessary to enable these objects to be achieved and to enable the Members to receive the benefits which these objects are intended to achieve;
- (w) ensure that environmental considerations are taken into account in all surf lifesaving and related activities conducted by the Association;
- (x) promote the health and safety of Members and all other users of the aquatic environment;
- (y) encourage Members to realise their potential and athletic abilities by extending to them the opportunity of education and participation in surf lifesaving competition and to award trophies and rewards to successful competitors;
- (z) encourage and promote performance-enhancing drug free competition;
- (aa) establish, grant and support awards to Members and others, in honourable public recognition of hard and meritorious rescues from the sea, deeds of exceptional bravery from time to time performed in the course of lifesaving and other distinguished services and acts;
- (bb) give, and seek where appropriate, recognition for Members to obtain awards or public recognition in fields of endeavor other than surf lifesaving;
- (cc) seek and obtain improved facilities for the enjoyment of the aquatic environment in Mooloolaba;
- (dd) promote uniformity of laws for the control and regulation of the aquatic environment in Mooloolaba and to assist authorities in enforcing these laws;
- (ee) effect such objects as may be necessary in the interests of surf lifesaving and the aquatic environment in Mooloolaba; and
- (ff) 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 ASSOCIATION**

Solely for furthering the Objects, the Association has in, addition to the powers and functions under the Act, the legal capacity and powers of a company limited by guarantee as set out under section 124 of the Corporations Act. The Association has the power to honor, guarantee and indemnify and provide any other form of security by way of charge over its assets (Security) to a lender for any loans raised by the Mooloolaba Surf Life Saving Supporters Club (Club). The Security is to be approved and endorsed by the committees of both the Association and the Club, then, ratified by the Governance and Advisory Committee.'

## **5. APPLICATION OF INCOME**

5.1. The income and property of the Association shall be applied solely towards the promotion of the Objects.

5.2. Except as prescribed in this Constitution:

- (a) no portion of the income or property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member; and
- (b) no remuneration or other benefit in money or money's worth shall be paid or given by the Association to any Member who holds any office of the Association.

5.3. Nothing contained in Rules 5.1 or 5.2 shall prevent payment in good faith of or to any Member for:

- (a) any services actually rendered to the Association whether as an employee or otherwise;
- (b) goods supplied to the Association in the ordinary and usual course of operation;
- (c) interest on money borrowed from any Member;
- (d) rent for premises demised or let by any Member to the Association; or
- (e) any out-of-pocket expenses incurred by the Member on behalf of the Association; provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

## **6. LIABILITY OF MEMBERS**

The liability of the Members of the Association is limited.

## **7. MEMBERS' CONTRIBUTIONS**

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

## **8. DISTRIBUTION OF DGR PROPERTY ON REVOCATION OF DGR OR WINDING UP**

If the organisation is wound up or its endorsement as a deductible gift recipient is revoked (whichever occurs first), any surplus of the following assets shall be transferred to Surf Life Saving Queensland or if that association is no longer a deductible gift recipient or has ceased to exist, to another surf lifesaving body organisation to which income tax deductible gifts can be made:

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

Such deductible gift recipient charity will be determined by the Members at or before the time of dissolution.

## **9. DISTRIBUTION OF PROPERTY ON WINDING UP**

**9.1** This rule will apply if the association –

- (a) is wound up under part 10 of the Act; and
- (b) has surplus assets after satisfying Rule 8

**9.2** The surplus assets must not be distributed among the members of the association.

**9.3** The surplus assets must be given or transferred to Surf Life Saving Queensland or if that association has ceased to exist to another surf lifesaving body –

- (a) having objects similar to the association's objects; and
- (b) the rules of which prohibit the distribution of the entity's income and assets to its members.

**9.4** In this rule – **surplus assets** see section 92(3) of the Act.

## **10. STATUS AND COMPLIANCE OF ASSOCIATION**

### **10.1 Recognition of Association**

Subject to compliance with this Constitution, the Branch Constitution, the SLSQ constitution, and the SLSA constitution the Association shall continue to be recognised as a Member of SLSQ and shall administer surf lifesaving activities in **Mooloolaba** in accordance with the Objects.

### **10.2 Compliance of Association**

The Members acknowledge and agree the Association shall:

- (a) be or remain incorporated in Queensland;
- (b) appoint a Delegate annually to represent the Association at meetings of the Branch;
- (c) nominate such other persons as may be required to be appointed to Branch committees from time to time under this Constitution or the Branch constitution or otherwise;
- (d) forward to SLSQ a copy of its constituent documents and details of its Management;
- (e) adopt the objects of SLSQ (in whole or in part as are applicable to the Association) and adopt rules which reflect, and which are, to the extent permitted or required by the Act, generally in conformity with the SLSQ constitution;
- (f) apply its property and capacity solely in pursuit of the Objects and 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 lifesaving, its standards, quality and reputation for benefit of the Members and surf lifesaving;
- (i) at all times act on behalf of and in the interests of the Members and surf lifesaving; and
- (j) by, adopting the objects of SLSQ, abide by the SLSQ Constitution.

### **10.3 Operation of Constitution**

The Association and the Members acknowledge and agree:

- (a) that they are bound by this Constitution and that this Constitution, operates to create uniformity in the way in which the Objects and surf lifesaving are to be conducted, promoted, encouraged, advanced and administered throughout Mooloolaba;
- (b) to ensure the maintenance and enhancement of surf lifesaving, its standards, quality and reputation for the benefit of the Members and surf lifesaving;
- (c) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of surf lifesaving and its maintenance and enhancement;
- (d) to promote the economic and community services success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects;
- (e) to act in the interests of surf lifesaving and the Members;
- (f) where the Association considers or is advised that a Member has allegedly:

- (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the By-Laws, or any resolution or determination of the Association; or
- (ii) acted in a manner prejudicial to the Objects and interests of the Association and/or surf lifesaving; or
- (iii) brought themselves, the Association, any Surf Life Saving Club or surf lifesaving into disrepute; the Association may after allowing the Member a reasonable opportunity to explain, adjudicate and if necessary penalise the Member with such penalty as it thinks appropriate.

## **11. ASSOCIATION'S CONSTITUTION**

### **11.1 Constitution of the Association**

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

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

### **11.2 Operation of the SLSQ Constitution**

- (a) The Association will take all steps to ensure its Constitution is in conformity with the SLSQ constitution at least to the extent set out in Rule 10 and in respect of those matters set out in Rule 10 shall ensure this Constitution is amended in conformity with future amendments made to the SLSQ constitution, subject to any prohibition or inconsistency in the Act.
- (b) The Association shall provide to SLSQ a copy of its Constitution and all amendments to this document. The Association acknowledges and agrees that SLSQ has power to veto any provision in this Constitution which, in SLSQ's opinion, is contrary to the objects of SLSQ.

## **12. BADGES AND COLOURS**

12.1 The Club emblem shall be worn only by accredited representatives and financial members of The Club and shall be to the design appearing in Appendix "G". Such emblem shall be obtained only on the written order of the Club Secretary and such written order shall detail the lettering to be embroidered beneath the emblem.

12.2 The Club Life Membership Badge may be presented by the Club to each duly elected Life Member and shall be to the design appearing in Appendix "G".

12.3 The Club Membership Badge shall be available to members and shall be to the design appearing in Appendix "G". The Club Colours shall be Maroon and White.

### 13. **THE COMMON SEAL**

13.1 The form of the Common Seal shall be as set out in the first part of Appendix "G". of this Constitution together with the words "Mooloolaba Surf Life Saving Club Inc." around its perimeter and the words "The Common Seal of" in its center.

13.2 The Management Committee shall provide for the safe custody of the Seal.

### 14. **MEMBERS**

The membership of the Association shall consist of the following categories of individual membership:

A financial member at any material time is a member who is not then indebted to the Club in respect of any annual subscription or levy or other payment whatsoever.

Note: - Only those members who are financial members at the time shall be entitled, subject to lawful procedure of the meeting, to speak or vote upon any motion at any general meeting.

#### **Membership Declaration:**

\* disclosure of any criminal convictions, and

\* member obligations to respect and protect the organisation's intellectual property

#### **Membership Categories**

All members are now grouped under one of four Primary Membership categories. **The five Primary Membership categories therefore are:**

#### **14.1 Junior membership** - incorporating sub-categories of

##### **a) Junior Activities membership**

A Junior Activity Member shall be a person who shall be a minimum age of five (5) years up to a maximum age of thirteen (13) years and such person shall be required to gain the relevant Surf Education Certificate for that person's age group. Junior Activities Members shall not have voting rights.

##### **b) Cadet [13-15] membership**

A Cadet Member 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 an annual proficiency test. Cadet Members shall not have voting rights. They may be required to attend patrol duties according to their qualifications as directed by the Club and shall attend Surf Races as required by the Captain.

#### **14.2 Active membership** - incorporating sub-categories of

##### **a) Active membership,**

An Active Member shall:

- (i) be a Bronze Medallion holder;
- (ii) Fulfil patrol and Club obligations, as provided by SLSA and this Constitution;
- (iii) qualify in an annual proficiency test unless the Member has obtained their Bronze Medallion in that season;

- (iv) have the right to be present, to debate and to vote, subject to Rule 26 at General Meetings.

The following officers may be granted exemption from patrol duties by the Management Committee viz.; President, Captain, Chief Training Officer, Secretary, Treasurer, Boat Officer and IRB Officer. The Captain may grant exemption of patrol duties for not more than one calendar month, to any Active member, such application having been applied for in writing

#### **b) Reserve Active membership**

Reserve Active Membership 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 Management Committee. Patrol service and Club obligations for consideration include but not limited to:

- Patrol service hours in the order of 240 hours over 8 years;
- Positions held within the Club, such as Committee, Assessor, Trainer, and Age Manager
  - i) Reserve Active Members shall perform a minimum of 15 patrols hours and further patrol duties at the discretion of the Captain and/or the Management Committee.
  - ii) Reserve Active Members shall complete the annual proficiency test.
  - iii) Reserve Active Members shall have the right to be present, to debate and to vote, subject to Rule 26, at General Meetings.
  - iv) Note: Notwithstanding the above Reserve Active Membership may be granted under exceptional circumstances to active members irrespective of years of service.

#### **c) Award membership**

Award Membership may be granted to persons who hold an SLSA award of one, or more, of the following qualifications: - Surf Rescue Certificate, Radio award/s, Resuscitation Certificate, Advanced Resuscitation Technique's or First Aid Certificate (or equivalent). Such Members may be called upon to perform patrol and/or other club obligations within the ability of their qualifications.

Such Members shall have the right to be present at general meetings.

The Club may grant Award Members, the right to debate and to vote, subject to-Rule 26, at general meetings if they are undertaking lifesaving patrol duties.

Award Members shall have voting rights where elected to office or a position which is provided with voting rights by this Constitution.

### **14.3 Associate membership** - incorporating sub-categories of

#### **a) Associate membership**

Associate Membership may be granted to persons who may or may not hold an SLSA award.

Associate Members shall not have voting rights unless elected to office or position, which is provided with voting rights, subject to Rule 26, by this constitution.

Shall carry a minimum age qualification of 18 years.

Maybe granted to a parent or guardian of a Junior Activity Member who complies with By-Law Appendix F 3.

## **b) Probationary membership**

Probationary membership shall be the designation of any person for the time period between applying for membership and the gaining of an award and/or the granting of a formal category membership by the Management Committee. Probationary Members shall not have voting rights.

### **14.4 Honorary and Service membership(s) include**

#### **a) Life Governors**

Life Governor Status may be granted to a maximum of two (2) members who have contributed to the Club with extraordinary service over and above that of Life Membership. Refer to bylaw 1.3

Life Governors have the right to be present, to debate and to vote, subject to Rule 26 at General Meetings.

#### **b) Life Membership**

The Management Committee may recommend to the Annual General Meeting that any natural person who has rendered sustained distinguished/special service to the Association and surf lifesaving, where such service is deemed to have assisted the advancement of the Association and surf lifesaving be appointed as a Life Member as provided for in bylaw 1.4.

A resolution of the Annual General Meeting to confer life membership on the recommendation of the Management Committee must be a Special Resolution.

Upon life membership being conferred the person's details shall be entered in the register, and from the time of entry on the register the person shall be a Life Member.

Life Members are entitled to be nominated and hold office in the Club if elected by the members and are entitled to all rights and privileges of the Club.

Life members may be provided with a Badge and/or Certificate and Club Blazer.

Life members have the right to be present, to debate and to vote, subject to Rule 26. at General Meetings.

#### **c) Long Service Membership**

Long Service Membership may be granted to Members who have completed ten (10) years consecutive active service (including 2 years at MSLSC) or to Members who have completed eight (8) years active service plus four (4) years reserve active service.

Patrol service and Club obligations for consideration include but not limited to:

- Patrol service hours in the order of 300 hours over 10 years;
- Positions held within the Club, such as Committee, Assessor, Trainer, and Age Manager

Such Members may be exempted from all patrol obligations and may be granted other special privileges of Membership as provided in this constitution.

Long Service Members have the right to be present, to debate and to vote, subject to Rule 26, at General Meetings.

Note: Notwithstanding (a) above Long Service Membership may be granted under exceptional circumstances to active members irrespective of years of service.

Should a member join from another Surf Life Saving Club where they are a long Service Member then such a Member's Long Service may be recognized by the Board.

Such member from another Surf Life Saving Club, when recognized by the board, may be required to undertake 25 hours of patrol duties at MSLSC within 12 months of joining.

#### **d) Honorary membership**

Honorary Membership may be granted to persons who may or may not hold an SLSA award.

Honorary Members shall not have voting rights

Honorary Members may be nominated by the Management Committee or at the A.G.M. by voting members.

Life Members partners shall be eligible for annual Honorary Membership of the Club and need to be registered on surf guard each year.

Honorary members shall be appointed annually and shall entail no membership fees

#### **e) Past Active membership**

Past Active Membership may be granted to persons who have held an SLSA Bronze Medallion and been an active patrol member for a minimum of three (3) years.

### **15. SUBSCRIPTIONS AND FEES**

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

### **16. APPLICATION**

#### **16.1 Application for Membership**

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

- (a) in writing on the form prescribed from time to time by SLSQ and/or SLSA from the applicant and lodged with the Association; and
- (b) accompanied by the appropriate fee, if any.

#### **16.2 Public Liability Insurance**

The Management Committee must ensure that as soon as possible after the person applies to become a member of the association, and before Management Committee considers the application, advise the person of the amount of public liability insurance held by the association.

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

- (a) The Association may accept or reject an application whether the applicant has complied with the requirements in Rule 16.1 or not, and shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Association accepts an application the applicant shall, subject to notification to SLSQ, become a Member.

- (c) Membership of the Association shall be deemed to commence upon acceptance of the application by the Association. The Register shall be updated accordingly as soon as practicable.
- (d) If the Association rejects an application, it shall refund any fees forwarded with the application, and the application shall be deemed rejected by the Association. No reasons for rejection need be given and there is no right of appeal.

#### **16.4 Re-Application**

- (a) Members must re-apply for membership of the Association in accordance with the procedures set down by the Association from time to time.
- (b) Upon re-application a Member must provide details of any change in their personal details, and any other information reasonably required by the Association.

#### **16.5 Deemed Membership**

- (a) All individuals who are, prior to the approval of this Constitution, members of the Association shall be deemed Members of the Association from the time of approval of this Constitution under the Act.
- (b) The Members shall provide the Association with such details as may be required by the Association under this Constitution within one month of the approval of this Constitution under the Act.
- (c) Any members of the Association prior to approval of this Constitution under the Act, who are not deemed Members under Rule 16.5(a), shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

### **17. REGISTER OF MEMBERS**

#### **17.1. Register**

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

- (a) the full name, address, class of membership and date of entry of the name of each Member and the current status of that Member, the awards they possess and whether or not they are proficient in each of those awards;
- (b) the full name, address and date of entry of the name of each Management Member and Delegate.

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

#### **17.2. Inspection of Register**

Having regard to confidentiality considerations and privacy laws, an extract of the Register, excluding the address or other direct contact details of any Member, Management Committee Member or Delegate, shall be available for inspection (but not copying) by Members, upon reasonable request.

#### **17.3. Use of Register**

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

#### **17.4. Right of SLSQ to Register**

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

### **18. EFFECT OF MEMBERSHIP**

Members acknowledge and agree that:

- (a) this Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution and By-Laws, the SLSQ constitution and regulations and the SLSA constitution and regulation;
- (b) they shall comply with and observe this Constitution and the By-Laws, and any determination, resolution or policy which may be made or passed by the Management Committee or any other entity with delegated authority;
- (c) by submitting to this Constitution and the By-Laws they are subject to the jurisdiction of the Association, SLSQ and SLSA;
- (d) the Constitution and By-Laws are necessary and reasonable for promoting the Objects and particularly the advancement and protection of surf lifesaving as a community service in Mooloolaba; and
- (e) they are entitled to all benefits, advantages, privileges and services of Association membership.

### **19. DISCONTINUANCE OF MEMBERSHIP**

#### **19.1. Notice of Resignation**

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

#### **19.2. Discontinuance by Breach**

- (a) Membership of the Association may be discontinued by the Management Committee if the member:
  - i) is convicted of an indictable offence;
  - ii) is in breach of any clause of this Constitution, including but not limited to the failure to pay any monies owed to the Association, failure to comply with the By-Laws or any resolution or determination made or passed by the Management Committee or any duly authorised committee; or
  - iii) conducts him or herself in a way considered to be injurious or prejudicial to the Objects, character or interests of the Association.
- (b) Membership shall not be discontinued by the Management Committee under Rule 19.2(a) without the Management Committee first giving the accused Member the opportunity to explain the breach and/or remedy the breach.

- (c) Where a Member fails, in the Management Committee's view to adequately explain or remedy the breach, that Member's membership shall be discontinued under Rule 19.2 (a) by the Association giving written notice of the discontinuance.

**19.3. Failure to Re-Apply**

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

**19.4. Member to Re-Apply**

A Member whose membership has been discontinued or has lapsed under 19.2 & 19.3

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

**19.5. Forfeiture of Rights**

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

**19.6. Membership may be Reinstated**

Membership which has been discontinued may be reinstated at the discretion of the Management Committee, upon such conditions as it deems appropriate.

**Refund of Membership Fees**

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

**20. GRIEVANCES, JUDICIAL AND DISCIPLINE**

The Association adopts the Grievances, Judicial and Discipline Regulations of SLSA as amended from time to time. These shall be replicated in the By-Laws but cannot be amended from the SLSA Regulations without the prior written approval of SLSQ and SLSA.

Refer to bylaw 11 & Appendix "A"

**21. GENERAL MEETINGS**

**21.1 ANNUAL GENERAL MEETING**

An Annual General Meeting of the Association shall be held in accordance with the provisions of the Act and on a date and at a venue to be determined by the Management Committee.

The date of the Annual General Meeting shall be a minimum of two (2) weeks prior to that of the branch. Refer to bylaw 3.1

**21.2 QUARTERLY GENERAL MEETINGS**

Quarterly General Meetings of the Club are to be held for the benefit of the Club and the members. The meeting shall follow the Management Committee meeting format provided that all members may attend, and may ask questions and expect competent and truthful answers.

### **21.3 SPECIAL GENERAL MEETINGS**

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

- (a) The Secretary shall convene a Special General Meeting on the requisition in writing of Eligible Voting Members equal to twice the number of current management committee Members plus one (1) Member.
- (b) The requisition for a Special General Meeting shall state the object(s) of the meeting shall be signed by the Members making the requisition and be sent to the Association. The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisitions.
- (c) If the Secretary does not cause a Special General Meeting to be held within one month after the date on which the requisition is sent to the Association, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than three months after that date.
- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Management Committee.

### **22. NOTICE OF GENERAL MEETING**

- (a) Notice of every General Meeting shall be given to every Member entitled to receive notice, at the address appearing in the Register kept by the Association. The auditor and Management Committee Members shall also be entitled to notice of every General Meeting, which shall be sent to their last notified address. No other person shall be entitled as of right to receive notices of General Meetings.
- (b) Preliminary notice of a General Meeting should be issued twenty-eight (28) days prior to the date of the meeting calling for notices of motion and any other business to be conducted at that meeting. Such meeting shall be held within one month of receipt of such request or directive and at least 14 days' notice on the Club notice board and/or via electronic notification (email/SMS) shall be given stating the business to be discussed. The quorum and time limit for such a meeting shall be as detailed in Constitution
- (c) A notice of a General Meeting shall specify the place and day and hour of meeting and shall state the business to be transacted at the meeting.
- (d) At least fourteen (14) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
  - (i) the agenda for the meeting; and
  - (ii) any notice of motion received from Members.

### **23. BUSINESS**

- (a) The business to be transacted at the Annual General Meeting must include;
  - (i) presentation of the reports of the Management Committee;
  - (ii) consideration of the financial statement and audit report for the last financial year;
  - (iii) the election of Management Committee Members under this Constitution,
  - (iv) the motion for affiliation with the Branch, SLSQ and SLSA;
  - (v) the motion recognising the affiliation of the Association's supporters club; and
  - (vi) the appointment of the auditors for the present financial year

(b) All business that is transacted at a General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of those matters set down in Rule 23(a) shall be special business.

(c) No business other than that provided on the notice shall be transacted at that meeting.

## **24. NOTICES OF MOTION**

Members shall be entitled to submit notices of motion for inclusion as special business at a General Meeting. All notices of motion must be submitted in writing to the Secretary not less than twenty-one (21) days (excluding receiving date and meeting date) prior to the General Meeting.

Notices of motion must include a mover and seconder

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

### **25.1 Quorum**

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings shall be such number of Voting Members over the age of 18 years of age that equate to twice the number of current Management Committee Members plus one (1) Member.

### **25.2 President to Preside**

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.

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

### **25.3 Adjournment of Meeting**

- (a) If within half an hour from the time appointed for the meeting, a quorum is not present the meeting shall be adjourned until the same day in the next week at the same time and place or to such other day and at such other time and place as the chairperson may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, those Members present and entitled to vote will constitute a quorum for that meeting only.
- (b) 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.
- (c) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in Rule 23(c) it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

### **25.4 Voting Procedure**

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

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

## **25.5 Recording of Determinations**

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

## **25.6 Where Poll Demanded**

If a poll is duly demanded under Rule 25.4, it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairman directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

## **25.7 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 as permitted under Rule 25.7(a) is taken to be present at the meeting and, if the Member votes at the meeting, is taken to have voted in person.

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

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

Each Member over the age of 18 years and entitled to vote as set out in Rule 14 shall have one vote at General Meetings which, subject to this Constitution, shall be exercised by that Member.

### **26.2 Casting Vote**

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

## **27. PROXY, POSTAL AND ELECTRONIC VOTING**

- (a) Proxy voting shall not be permitted at any General Meeting.
- (b) Unless otherwise determined by the Management Committee there shall be no postal or electronic voting. If the Management Committee determines that a matter be decided by postal or electronic vote it shall also determine the process by which such postal or electronic vote is undertaken.

## **28. EXISTING MANAGEMENT COMMITTEE**

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

## **29. POWERS OF THE MANAGEMENT COMMITTEE**

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

## **30. COMPOSITION OF THE MANAGEMENT COMMITTEE**

### **30.1 Composition of the Management Committee**

The Management Committee shall comprise:

- (i) the President
- (ii) the Treasurer
- (iii) the Secretary
- (iv) the Club Captain
- (v) the Chief Training Officer
- (vi) the Director of Surf Sports
- (vii) Junior Activities Representative

President of Supporters Club (Guest with non-voting rights. It is his/her choice to attend.)

### **30.2 Portfolios**

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

### **30.3 Right to Co-Opt**

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

### **30.4 Appointment of Delegate**

- (a) The Management Committee shall, from amongst its members, appoint a Delegate to attend general meetings of the Branch for such term as the Management Committee determines, and otherwise in accordance with the Branch and SLSQ Constitution.
- (b) The Association must advise the Branch in writing of its Delegate.

## **31. ELECTION OF MANAGEMENT COMMITTEE MEMBERS**

### **31.1 Nominations of Candidates**

- (a) Nominations for candidates to be elected to the Management Committee shall be called for by the Association forty-two (42) days prior to the Annual General Meeting. Nominations to be delivered to the Secretary not less than twenty-eight (28) days before the date fixed for the holding of the Annual General Meeting.
- (b) When calling for nominations the Association shall also provide details of the necessary qualifications including the requirements under the Act and job description for the positions (if any). Qualifications and job descriptions shall be as determined by the Management Committee from time to time.

- (c) Nominations of candidates for election as Management Committee Members (including the President) shall be:
- (i) made in writing, signed by two Eligible voting 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 for the Governance and Advisory Committee to review not less than fourteen (14) days before the date fixed for the holding of the Annual General Meeting, and the Club shall send nominations to the Eligible voting Members entitled to receive notice under this Constitution together with the agenda for that General Meeting.
  - (iii) all nominees including Assistants need to hold/gain appropriate Governance qualification as detailed by SLSA / SLSQ state body/ CLUBS QUEENSLAND – Governance course prior to AGM
- (d) If insufficient nominations are received to fill all available vacancies on the Management Committee Positions are to remain vacant until a suitable candidate can be endorsed by the Management Committee to be voted on at the next General Meeting.
- (e) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated shall, be confirmed by Eligible voting members and deemed by the chairman be 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 Management Committee. Detailing endorsed 'V' not endorsed

### **31.2 Voting procedures**

Elections shall be conducted by secret ballot and otherwise by such means as is prescribed by the Board.

### **31.3 Term of Office of Management Committee Members**

The Management Committee Members shall be elected in accordance with this Constitution annually, and subject to this Constitution, shall hold office from the conclusion of the Annual General Meeting at which they were elected until the conclusion of the next following Annual General Meeting. Management Committee Members may be re-elected. Their suitability for the position must be assessed by the governance and advisory committee subject to by law 6.3 (iii).

## **32. VACANCIES OF MANAGEMENT COMMITTEE MEMBERS**

### **32.1 Grounds for Termination of Office of Management Committee Member**

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

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (d) resigns his/her office in writing to the Association;

- (e) is absent without the consent of the Management Committee from meetings of the Management Committee held during a period of 6 months;
- (f) without the prior consent or later ratification of the Members in General Meeting holds any office of profit under the Association;
- (g) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of his interest;
- (h) is removed by Special Resolution;
- (i) has been expelled or suspended from membership (without further recourse under this Constitution or the SLSQ Constitution); or
- (j) would otherwise be prohibited from being a director of a corporation under the *Corporations Act 2001 (Cth)*.

### **32.2 Remaining Management Committee May Act**

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

### **32.3 Casual Vacancy**

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

### **32.4 No right of appeal**

A management committee member has no right of appeal against their removal from office under this Rule 32.1.

## **33. MEETINGS OF MANAGEMENT COMMITTEE**

### **33.1 The Management Committee to Meet**

The Management Committee shall meet as often as is deemed necessary and is required by the Act to meet at least once in every 4<sup>th</sup> calendar month for the dispatch of business and subject to this Constitution may adjourn and otherwise regulate its meetings as it thinks fit. A Management Committee Member may at any time convene a meeting of the Management Committee within a reasonable time.

### **33.2 Decisions of the Management Committee**

Subject to this Constitution, questions arising at any meeting of the Management Committee shall be decided by a majority of votes and a determination of a majority of Management Committee Members shall be deemed a determination of the Management Committee. All Management Committee Members shall have one vote on any question. The Chairperson may exercise a casting vote where voting is equal.

### **33.3 Resolutions not in Meeting**

- (a) A resolution in writing, signed or assented to by any form of visible or other electronic communication by all the Management Committee Members for the time being present in

- Australia shall be as valid and effectual as if it had been passed at a meeting of Management Committee Members duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Management Committee Members.
- (b) Without limiting the power of the Management Committee to regulate its meetings as it thinks fit, a meeting of Management Committee may be held where one or more of the Management Committee Members is not physically present at the meeting, provided that:
- (i) all persons participating in the meeting are able to communicate with each other effectively simultaneously and instantaneously whether by means of telephone or other form of communication;
  - (ii) notice of the meeting is given to all the Management Committee Members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Management Committee or this Constitution and such notice specifies that Management Committee Members are not required to be present in person;
  - (iii) in the event that a failure in communications prevents Rule 33.3b) (i) from being satisfied by that number of Management Committee Members which constitutes a quorum, and none of such Management Committee Members are present at the place where the meeting is deemed by virtue of the further provisions of this Rule to be held then the meeting shall be suspended until Rule 33.3b) (i) is satisfied again. If such condition is not satisfied within 15 minutes from the interruption the meeting shall be deemed to have terminated or adjourned; and
  - (iv) any meeting held where one or more of the Management Committee Members is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Management Committee Member is there present and if no Management Committee Member is there present the meeting shall be deemed to be held at the place where the Chairperson of the meeting is located.

### **33.4 Quorum**

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

### **33.5 Notice of Management Committee Meetings**

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

### **33.6 Conflict of Interest**

A Management Committee Member shall declare his interest in any contractual, selection, disciplinary or other matter in which a conflict of interest arises or may arise, and shall unless otherwise determined by the Management Committee absent himself from discussions of such matter and shall not be entitled to vote in respect of such matter. In the event of uncertainty as to whether it is necessary for a Management Committee Member to absent himself /herself from discussion or refrain from voting, the issue should be immediately determined by vote of the Management Committee, or if this is not possible, the matter shall be adjourned or deferred. All disclosed interests must be submitted to the Annual General Meeting in accordance with the Act.

## **34. DELEGATIONS**

### **34.1 Management Committee May Delegate Functions**

The Management Committee may by instrument in writing create or establish or appoint from amongst its own members, or otherwise, special committees, sub-committees, individual officers and

consultants to carry out such duties and functions, and with such powers, as the Management Committee determines.

#### **34.2 Delegation by Instrument**

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

- (a) this power of delegation; and
- (b) a function imposed on the Management Committee by the Act or any other law, or this Constitution or by resolution of the Association in a General Meeting.

#### **34.3 Delegated Function Exercised in Accordance With Terms**

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

#### **34.4 Procedure of Delegated Entity**

The procedures for any entity exercising delegated power shall, be the same as that applicable to meetings of the Management Committee under Rule 33. The entity exercising delegated powers shall make decisions in accordance with the Objects, and shall promptly provide the Association with details of all material decisions and shall provide any other reports, minutes and information as the Association may require from time to time.

#### **34.5 Delegation may be Conditional**

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

#### **34.6 Revocation of Delegation**

The Management Committee may by instrument in writing, revoke wholly or in part any delegation made under this clause, and may amend or repeal any decision made by such body or person under this clause.

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

#### **35.1 Management Committee to Formulate By-Laws**

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

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

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

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

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

#### **35.4 Notices Binding on Members**

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

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

### **36.1 Source of Funds**

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

### **36.2 Expenditure and Borrowings**

**Where the Management Committee proposes to:**

- a) **Expend Association funds expenditure over the sum of \$100,000 and or**
- b) **Seek borrowings by the Association over the sum of \$100,000.**
- c) **Capital Expenditure exceeding \$100, 000 requires notification to SLSQ in accordance with By-Law 7.11**

**The Management Committee must provide details of expenditure and/or borrowings for review and advice from the Governance and Advisory Committee prior to seeking the approval of the Members at a General Meeting.**

### **36.3 Association to Keep Records**

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

### **36.4 Records Kept in Accordance with Act**

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

### **36.5 Association to Retain Records**

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

### **36.6 The Management Committee to Submit Accounts**

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

### **36.7 Accounts Conclusive**

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

### **36.8 Accounts to be sent to Members**

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

### **36.9 Negotiable Instruments**

- (a) All monies shall be banked as soon as practicable after receipt thereof.
- (b) All amounts of one hundred dollars or over shall be paid by electronic transfer or by cheque signed or authorized by any two of the President, Secretary, Treasurer or other member authorised from time to time by the Management Committee.
- (c) Cheques shall be crossed "Not Negotiable" except those in payment of wages, allowances or petty cash recoupment which may be open.
- (d) The Management Committee shall determine the amount of petty cash, which shall be kept on hand.
- (e) All the expenditure shall be approved or ratified at a Management Committee meeting.

### **36.10 Members' Access to books, minutes and other documents**

- (a) Members of the Association may apply to the Management Committee to access the financial records, books, securities and other relevant documents of the Association. Upon receiving such a request, the Management Committee may, at its absolute discretion, decide to permit or refuse the request. If the Management Committee permits the request, it may impose conditions upon the member's access.
- (b) Members of the Association may request to access the Minutes of Management Committee Meetings. Upon receiving such a request, the Board may, at its absolute discretion, decide to permit or refuse the request."

## **37. AUDITOR**

- (a) A properly qualified auditor or auditors shall be appointed by the Association in General Meeting. The auditor's duties shall be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with the *Corporations Act 2001 (Cth)* and generally accepted principles, and/or any applicable code of conduct. The auditor may be removed by the Association in General Meeting.
- (b) The accounts of the Association shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each Financial Year.

## **38. NOTICE**

### **38.1 Manner of Notice**

- (a) Notices may be given to any person entitled under this Constitution to receive any notice by sending the notice by pre-paid post or facsimile transmission or where available, by electronic mail, to the Member's registered address or facsimile number or electronic mail address.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three days after posting.
- (c) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the electronic mail message was received at the electronic mail address to which it was sent.

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

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

## **39. SEAL**

### **39.1 Safe Custody of Seal**

The Management Committee shall provide for safe custody of the Seal.

### **39.2 Affixing Seal**

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

## **40. ALTERATION OF CONSTITUTION**

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

## **41. INDEMNITY**

### **41.1 Management Committee Members to be indemnified**

Every Management Committee Member, officer, auditor, manager, employee or agent of the Association shall be indemnified out of the property or assets of the Association against any liability incurred by him/her in his/her capacity as a Management Committee Member, officer, auditor or agent in defending any proceedings, whether civil or criminal, in which judgment is given in his favor or in which he is acquitted or in connection with any application in relation to any such proceedings in which relief is, under the Act, granted to him by the Court.

### **41.2 Association to Indemnify Management Committee Members**

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

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

## **42. DISSOLUTION**

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