BURLEIGH HEADS - MOWBRAY PARK

SURF LIFE SAVING CLUB INC.

CONSTITUTION

2024

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BURLEIGH HEADS
MOWBRAY PARK
SURF LIFE SAVING CLUB INC.

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ASSOCIATIONS INCORPORATION ACT 1981 (QLD)

CONSTITUTION

of

BURLEIGH HEADS - MOWBRAY PARK SURF LIFE SAVING CLUB INC.

1. NAME OF CLUB

The name of the club is Burleigh Heads - Mowbray Park Surf Life Saving Club Inc. (the **Club**).

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

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

AGM means the Annual General Meeting of the Club

Branch means the South 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 clause **28**

Club means Burleigh Heads - Mowbray Park Surf Life Saving Club Inc.

Committee means the Management Committee of the Club

Common Seal means the common seal of the Club set out in clause **26.2**

Constitution means this Constitution of the Club as amended from time to time

Delegate means the person appointed by the Management Committee from time to time to act for and on behalf of the Club in its dealings with the Branch

Director means a member of the Management Committee appointed under this Constitution

Director of Administration & Planning means the role of Secretary where referred to in the Act

Director of Finance & Property means the role of Treasurer where referred to in the Act

Director of Life Saving means the role of Club Captain

Financial Member means a Member who has paid their membership fee for the current Membership Year and is not indebted to the Club in respect of any annual subscription, levy or other payment whatsoever, and in respect of any Annual General Meeting, has paid the membership fee for the Membership Year prior to the meeting

Financial year means the year ending 30 April in each year

General Meeting (Information Sessions) means a meeting of Members under this Constitution other than the AGM or a Special General Meeting

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 Club or any championship, competition, series or event or lifesaving activity of or conducted, promoted or administered by the Club

Management Committee means the body managing the Club and consisting of the Directors under clause **15**

Member means a registered member of the Club recognised in the section "MEMBERSHIP" in this Constitution and the By-Laws

Membership Year means from 1 October in a year until 30 September the following year

Objects means the objects of the Club set out in the section "OBJECTS' in this Constitution

President means the President for the time being of the Club

Registrar means the officer elected to manage and maintain the Register of Members and perform such other related tasks as set out in the Bylaws under the supervision of the Director of Administration and Planning

Regulations means the SLSA regulations as set from time to time

SLSA means Surf Life Saving Australia Limited

SLSQ means Surf Life Saving Queensland, the body recognised by SLSA as the body administering surf lifesaving in Queensland

Special General Meeting is a meeting called under section **13.4** of this Constitution

Special Resolution has the same meaning as defined in 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 and any legal personal representatives, successors and permitted assigns of that person;

f) 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

g) a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

2.3 Severance

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

2.4 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 Model Rules displaced

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

3. OBJECTS

3.1 Club established for Objects

The Club is established solely for these objects which include the main benevolent purpose of relieving distress in the community by advancing the security and safety of the public through lifesaving activities and for the ancillary and/or incidental purposes to that main purpose which, as a charitable organisation, are to;

a) conduct, encourage, promote and administer surf lifesaving and the Club as a beneficial, volunteer, member-based, community service, charity and emergency service and for the safety and protection of the community in Burleigh and elsewhere;

b) at all times promote mutual trust and confidence within the Club in pursuit of these Objects;

c) promote the economic, community and emergency service success, strength and stability of the Club;

d) establish, grant and support awards in honourable public recognition of meritorious rescues from the sea, deeds of exceptional bravery from time to time performed in the course of promoting the health, safety and protection of the public;

Affiliation

e) participate as a member of the Branch, SLSQ and SLSA so surf lifesaving and the preservation of life in the aquatic environment can be conducted, encouraged, promoted, advanced and administered;

f) use and protect the intellectual property of the Branch, SLSQ and SLSA;

g) affiliate and otherwise liaise with SLSQ and SLSA in the pursuit of these Objects;

h) permit the following bodies to affiliate with the Club:

i. the BHMP SLSC Supporters Club Inc,

ii. the Sporting Foundation of BHMP SLSC, and

iii. the Burleigh Heads-Mowbray Park Surf Lifesaving Club Old Boys Association.

Lifesaving

i) conduct, encourage, promote, advance and control surf lifesaving in Burleigh and its environs, its many aspects devoted to aquatic safety and management and the preservation of life in the aquatic environment;

j) conduct, encourage, promote and advance the relief of human distress in the aquatic environment through and by the application and provision of lifesaving standards, equipment, techniques and awards;

k) conduct, encourage, promote and advance aquatic safety and management and the protection and preservation of life in the aquatic environment in Burleigh and elsewhere;

l) ensure that promotion and protection of the aquatic environment in Burleigh and its environs are considered in all activities conducted by the Club;

m) 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;

n) adopt and implement appropriate policies, including child and young persons management strategy, equal opportunity, equity, sexual harassment, drugs in sport, health, safety, junior and senior programs, and such other matters as arise from time to time as issues to be addressed in surf lifesaving;

o) promote the health, safety and protection of the public and all users of the aquatic environment in Burleigh and its environs and have regard to the public safety and protection and the public interest in such matters;

p) have regard to the public safety and protection and the public interest in its operations;

Education

q) promote the involvement and influence of surf lifesaving standards, techniques, awards and education with bodies involved in surf lifesaving;

r) conduct, encourage, promote and advance education and research in, surf lifesaving standards, equipment, techniques and awards to improve and safeguard the use of the aquatic environment and the protection and safety of the community;

s) give, and seek where appropriate, recognition for Members to obtain awards or public recognition in fields of endeavour;

Sport

t) encourage Members to realise their surf lifesaving 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 in order to recognise and encourage them to develop their skills and abilities to undertake surf lifesaving and preserve life in the aquatic environment.

Community & General

u) promote uniformity of laws for the control and regulation of the aquatic environment in the Gold Coast City Council area and to assist authorities in enforcing these laws;

v) ensure that environmental considerations are taken into account in all surf lifesaving and related activities conducted by the Club;

4. POWERS

4.1 Powers of the Club

Solely for the purpose of furthering the Objects, the Club has, in addition to the powers and functions under the Act, the legal capacity and all the powers of a company limited by guarantee as set out under section 126 of the *Corporations Act* including the powers to;

(a) apply the property and capacity of the Club solely towards the fulfilment and achievement of these Objects; and

(b) purchase, acquire, construct, maintain and alter any houses, buildings or works and sell, lease, insure, invest, borrow, mortgage, repair or improve its assets necessary or convenient for the purposes of the Club.

(c) produce, develop, create, licence and otherwise exploit, use and protect the Intellectual Property,

(d) pursue through itself or other such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of surf lifesaving;

(e) effect such Objects as may be necessary in the interests of the public, Members, surf lifesaving and the aquatic environment in Burleigh and elsewhere;

(f) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these objects including the power to act as trustee of a trust.

5. STATUS AND COMPLIANCE

5.1 Affiliation and Recognition

a) The Club shall be affiliated with the Branch, SLSQ and SLSA. Through these affiliations the Club will abide by the articles, rules, constitutions, regulations, by-laws and awards of SLSA, SLSQ and the Branch.

b) Subject to compliance with this Constitution, the Branch constitution, the SLSQ constitution and the SLSA constitution, the Club shall continue to be recognised as a Member of SLSQ and shall administer surf lifesaving activities in Burleigh and elsewhere in accordance with the Objects.

5.2 Appointment of Delegate

a) The Club shall affiliate with the Branch and appoint a Delegate to attend general meetings of the Branch for such term as the Board determines, and otherwise in accordance with the Branch and SLSQ constitutions and advise the Branch in writing of its Delegate.

b) The Club President shall be the Delegate of the Club to represent the Club at meetings of the Branch during the year unless the Delegate resigns or is removed by a Special General Meeting of the Club.

c) If for any Branch Meeting the Club President is not able to attend, the President may appoint a nominee to be the proxy delegate to the Branch on behalf of the Club.

d) The Club may appoint a Member or Members to be its representative at other committees or boards of the Branch as may be necessary or desirable from time to time.

5.3 Compliance of Club

The Members acknowledge and agree the Club shall:

a) be or remain incorporated in Queensland;

b) apply its property and capacity solely in pursuit of the Objects and lifesaving;

c) do all that is reasonably necessary to enable the Objects to be achieved;

d) 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;

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

f) provide to SLSQ a copy of this Constitution and any amendments to it from time to time, and a copy of its constituent documents and details of its Directors to ensure amendments are consistent with the objects of SLSQ.

6. MEMBERSHIP

6.1 Membership Categories

The Club shall consist of Members, unlimited in number, made up of the following categories of membership:

6.2 Probationary Members

A Probationary Member shall be:

a) any person who joins or rejoins as a Member following a break in membership, for the time period between applying for membership and the gaining of an award and/or the granting of a formal category of membership or until that application is refused;

b) entitled to attend Club Meetings but not exercise voting rights.

6.3 Junior Activity Members

A Junior Activity (Nipper) Member shall:

a) Be a Member whose minimum age is five and maximum age is thirteen on 30 September immediately prior to the commencement of a season;

b) Be required to gain the relevant Surf Education Certificate for their age group; and

c) Not have the right to vote at Club meetings.

6.4 Active Members

An Active Member shall:

a) Be a current Bronze Medallion holder;

b) Fulfil patrol and club obligations, as provided by SLSA and this constitution;

c) Qualify in an annual proficiency test unless the Member has obtained their Bronze Medallion in that season;

d) Have the right to be present, to debate and to vote at Club Meetings.

6.5 Active Cadet Members

An Active Cadet Member shall:

a) Be a current Surf Rescue Certificate holder;

b) Qualify in an annual proficiency test unless the Member has obtained their Surf Rescue Certificate in that season;

c) Fulfil patrol and Club obligations, as provided by SLSA and this constitution; and

d) Be entitled to attend Club Meetings but not to exercise the right to vote; and

e) Train for their Bronze Medallion upon attaining the specified age.

6.6 Reserve Active Members

A Reserve Active Member shall:

a) Be a Member who has satisfactorily completed at least eight (8) years of patrol and other obligations of the Club from the date they gained their Bronze Medallion or a total of ten (10) years active service with the Club or other Surf Life Saving Club/s of which at least four years has been with the Club;

b) is granted Reserve Active Membership at the discretion of the Club;

c) Perform patrol duties as may be required by the Committee;

d) Complete the annual proficiency test; and

e) Have the right to be present, to debate and to vote at Club Meetings.

6.7 Long Service Members

Long Service Member shall:

a) Be a Member who is granted Long Service Membership at the discretion of the Club, providing the Member has satisfactorily completed at least ten years active service at the Club or another Club/s, or eight years active service and four years reserve active service at the Club;

b) Be exempted from patrol obligations but may be called upon in times of need to perform patrols if they are proficient, or other duties commensurate with their qualifications, and

c) Have the right to be present, to debate and to vote at Club Meetings.

6.8 Award Members

An Award Member shall:

a) Be a Member who is granted Award Membership at the discretion of the Club on the basis of holding one or more of the following SLSA award qualifications: Surf Rescue Certificate, Radio Award/s, Resuscitation Certificate, Advanced Resuscitation Techniques Certificate, Observer's Certificate or First Aid Certificate (or equivalent);

b) Perform patrol or other Club obligations within the ability of their qualifications, if called upon to do so; and

c) Shall have the right to attend meetings of the Club but not have the right to vote.

6.9 Past Active Members

A Past Active Member shall:

a) Be a Member who holds a Bronze Medallion and has been an active patrol Member for at least three years of any Club;

b) Be a Member who is granted Past Active Membership at the discretion of the Club; and

c) Not have the right to vote at Club meetings.

6.10 Associate Members

An Associate Member shall:

a) Be any person who is granted Associate Membership at the discretion of the Club;

b) Not be required to hold an SLSA award or qualification;

c) Be required to pay a higher joining and/or annual membership fee as the Club may prescribe, reflecting their access to and use of Club facilities; and

d) Not have the right to vote at Club Meetings unless they hold an office or position entitling them to vote under this constitution.

6.11 Associate (Community) Members

An Associate (Community) Member shall:

a) Be a person who makes a positive contribution to the community and/or the Club;

b) Be any person who is granted Associate (Community) Membership at the discretion of the Club;

c) Not be required to hold any SLSA award or qualification; and

d) Not have the right to vote at Club meetings.

6.12 Associate (Junior Activity Parent) Members

An Associate (Junior Activity Parent) Member shall:

a) Be any person who is a parent or guardian of a Junior Activity Member;

b) Who is not a Member under any other category of membership;

c) Be granted Associate (Junior Activity Parent) Membership at the discretion of the Club;

d) Be entitled to participate in the activities of the Junior Activities Committee; and

e) Not have the right to vote at Club meetings.

6.13 Honorary Members

An Honorary Member shall:

a) Be any person who is granted Honorary Membership at the discretion of the Club;

b) Not be required to hold any SLSA award or qualification; and

c) Not have the right to vote at Club meetings.

6.14 Fellow Members

A Fellow Member shall be any person who is granted Fellow Membership at the discretion of the Management Committee in accordance with Clause **6.18**;

6.15 Life Members

A Life Member shall be any person who is granted Life Membership at the discretion of the Management Committee in accordance with Clause **6.17**;

6.16 Membership and By-Laws

The rights and responsibilities of each category of membership, where not defined by these Rules, may be set out in the By-Laws.

6.17 Election of Life Members

a) Life Members of the Club may be elected at an Annual General Meeting from among the Members who have;

   i. held an SLSA Bronze Medallion; and

   ii. in the course of 20 years membership of the Club rendered distinguished and significant service to the Club over a period of not less than 15 years.

b) Candidates for Life Membership must be nominated in writing, accompanied by supportive details as well as the names of those members proposing and seconding the nomination.

c) All nominations must be received by the Director of Administration on or before the 1st April prior to the Annual General Meeting and must then be reviewed by the Life Members and Honours Committee at a meeting of that Committee.

d) The recommendations for nomination for Life Membership made by the Life Members and Honours Committee shall be submitted to the Management Committee who at their meeting immediately preceding the Annual General Meeting shall resolve which Members are to be proposed for election at the Annual General Meeting.

e) At any Annual General Meeting, a maximum of two (2) nominees may be proposed for election and a two-thirds majority of those in attendance and eligible to vote is required to confirm the award.

f) Life Members shall receive a Life Membership Badge and Certificate and shall be entitled to all rights and privileges of financial Members of the Club for life without payment of any membership fees and shall be entitled to attend and vote at all Club meetings.

g) There shall be no requirement for a Life Member to be elected each year.

6.18 Election of Fellow Members

a) Fellow Members of the Club may be elected at an Annual General Meeting from any individual, business or organisation which has rendered loyal and conspicuous support to the Club for a period of at least five (5) years.

b) Candidates for Fellow Membership must be nominated in writing, accompanied by supportive details as well as the names of those proposing and seconding the nomination.

c) All nominations must be received by the Director of Administration not less than two months prior to the Annual General Meeting and must then be reviewed by the Life Members and Honours Committee at a meeting of that Committee.

d) The recommendations for nomination for Fellow Membership made by the Life Members and Honours Committee shall be submitted to the Management Committee who, at their meeting immediately preceding the Annual General Meeting, shall resolve which Members are to be proposed for election at the Annual General Meeting.

e) At any Annual General Meeting, a maximum of one (1) nominee may be proposed for election and a two-thirds majority of those in attendance and eligible to vote is required to confirm the award.

f) Fellow Members shall receive a Fellow Members Badge and Certificate and shall:

   i. be entitled to all rights and privileges of Members of the Club, but not the right to vote at Club meetings unless they qualify as a financial Member under another category of membership with voting rights, and

   ii. shall not be required to pay membership fees as a Fellow Member.

g) There shall be no requirement for a Fellow Member to be elected each year.

7. MEMBERSHIP FEES

a) The annual membership fee (if any) and any other fees or levies payable by Members or categories of Members to the Club, including the time for and manner of payment, shall be as determined by the Management Committee from time to time.

b) The membership year shall be 1 October to 30 September, and the annual membership of a Member who has paid their membership fee by 30 September shall commence on 1 October each year.

c) Subject to a determination of the Management Committee, membership fees shall be levied on 1 May each year and due and payable by 30 September each year and membership will lapse if such fees are not paid by then.

d) The Management Committee is empowered to prevent any Member who has any fee owing to the Club in arrears from exercising the whole or any of the rights or privileges of membership of the Club.

e) A Member must prepay their membership for the ensuing year by 31 May to be eligible to;

   i. participate in activities of the club between 31 May and 30 September such as patrols, training, competition, or other preseason preparatory activities; or

   ii. nominate for office or vote at the AGM.

8. 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 Club; or

b) submitted online via an authorised online membership portal and/or in accordance with the process (if any) as prescribed by the Management Committee from time to time; and

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

8.1 Admission and rejection of Members

The Registrar may receive and accept an application for membership or, if considered appropriate, refer the application to the Secretary for consideration by the Management Committee at its next meeting.

8.2 Public Liability Insurance

An applicant for membership must be advised whether or not the Club has public liability insurance and if so, the amount of the insurance.

8.3 Discretion to Accept or Reject Application

a) An application for membership of the Club must be accepted or rejected.

b) Upon acceptance of an application, the applicant shall become a Member and the Register of Members shall be updated accordingly and notification given to SLSQ.

c) If the Club rejects an application, it shall refund any fees submitted with the application, and the application shall be deemed rejected by the Club.

8.4 Re-Application

a) Members must re-apply annually for renewal of membership of the Club in accordance with the procedures set down by the Club 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 Club.

c) The powers of the Registrar and the Management Committee to accept or reject an application for renewal apply as if the Member applying was an applicant first applying.

8.5 Deemed Membership

a) 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.

b) The Members shall provide the Club with such details, if any, as may be required by the Club under this Constitution within one month of the approval of this Constitution under the Act.

c) Any Members of the Club prior to approval of this Constitution under the Act, who are not deemed Members under this clause shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

9. REGISTER OF MEMBERS

9.1 Register

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

   i. the full name, address, category 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;

   ii. the full name, address and date of entry of the name of each Director and Delegate.

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

c) SLSA's database "SurfGuard" or any future similar membership platform in addition or substitution thereof may be used as the Register of Members.

9.2 Inspection of Register

a) Having regard to confidentiality considerations and privacy laws, an extract of the Register, excluding all personal information (including but not only address, any licence

details, date of birth, medical conditions and clearances, etc), of any Member, Director or Delegate, shall be available for inspection (but not copying) by Members, upon reasonable notice of a request to the Secretary to arrange the inspection.

b) Inspection of Club records will only be made available to Members where the request for the inspection is made in good faith and for a proper purpose as determined by the Management Committee in its sole discretion taking into consideration confidentiality and privacy considerations.

9.3 Use of Register

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

b) A Member must not use information obtained from the Register for any purpose in breach of confidentiality or privacy laws or use or publish such information to any third party without the approval by the Management Committee.

9.4 Right of SLSQ to Register

a) The Club 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.

b) The Club 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.

10. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

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

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 Club, SLSQ and SLSA;

d) the Constitution and By-Laws are necessary and reasonable for promoting the Objects and particularly the provision of emergency services, rescuing people in peril in

Queensland public waters, and the advancement and protection of surf lifesaving as a community service;

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

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

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

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

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

g) A right, privilege or obligation of a person by reason of their membership of the Club:

   i. is not capable of being transferred or transmitted to another person; and

   ii. terminates upon the cessation of membership whether by death, refusal, resignation or otherwise.

11. DISCONTINUANCE OF MEMBERSHIP

11.1 Notice of Resignation

A Member having paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving notice in writing to the Club of resignation or withdrawal, taking effect at the time the notice is given.

11.2 Discontinuance by Breach

Membership of the Club may be discontinued by the Management Committee if the Member:

a) is convicted of a Serious Offence (as defined in relevant SLSA policies);

b) has membership fees in arrears for at least 2 months;

c) being a bona fide member of another lifesaving club, has their membership cancelled or suspended by that other club

d) is in 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 Management Committee or any duly authorised committee; or

e) conducts themself in a way considered to be injurious or prejudicial to the Objects, character or interests of the Club.

f) Subject to this Constitution, membership shall not be discontinued by the Management Committee without the Management Committee first giving the Member a reasonable opportunity to explain and/or remedy the breach.

g) Where, in the opinion of the Management Committee, a Member fails to adequately explain or remedy the breach, the Management Committee may determine to terminate that Member's membership and give written notice of the discontinuance to that Member.

11.3 Rights of Appeal

a) A person whose application for membership is rejected or who has received written notice of discontinuance of their membership, may appeal to the Judiciary Committee of the Club by giving notice to the Secretary of their intention to appeal. Such notice must be given within one month of receiving notice of the refusal or discontinuance of membership.

b) Upon receipt of such notice of appeal, the Secretary must within one month of receiving the notice, convene a meeting of the Judiciary Committee to decide the appeal.

c) The Judiciary Committee must give the person a reasonable opportunity to show why the person's membership should be granted or reinstated, including the opportunity to make a written submission and/or appear at a meeting of the Judiciary Committee to put their case.

d) If the Judiciary Committee allows the person's appeal, then the person's Membership is granted, or reinstated as if no termination occurred.

e) If the Judiciary Committee disallows the person's appeal, the decision of the Management Committee stands and the membership remains terminated, subject to any referral to the Branch or other authority under clause **12**.

f) Written notice of the decision of the Judiciary Committee including reasons for its decision must be given to the person within 7 days of the Judiciary Committee's decision.

11.4 Member to Re-Apply

A Member whose membership has been discontinued or has ceased may only be readmitted as a Member:

a) by seeking renewal or re-applying for membership in accordance with this Constitution; and

b) upon such conditions as the Management Committee at its sole discretion deems appropriate.

11.5 Forfeiture of Rights

A Member who ceases to be a Member for whatever reason:

a) shall forfeit all rights in and claims upon the Club and its property;

b) shall not use any surf lifesaving equipment or other property of the Club including Intellectual Property; and

c) must immediately return to the Club any Club documents, records or other property in their possession, custody or control.

11.6 Refund of Membership Fees

Membership fees or subscriptions paid by the discontinued Member may be fully or partly refunded at the discretion of the Management Committee.

12. GRIEVANCES, COMPLAINTS AND DISCIPLINE

12.1 Adoption of procedures and principles

The Club adopts the grievances, complaints, judicial and discipline procedures and principles in the SLSQ and SLSA constitutions, by-laws, regulations and policies as amended from time to time or as otherwise provided by the Act.

12.2 Members Acknowledgement

Members acknowledge and agree:

a) that they are bound by this Constitution;

b) that this Constitution and the By-Laws operate to create uniformity in the way in which the Objects and surf lifesaving are to be conducted, promoted, encouraged, advanced and administered;

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

d) 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;

e) to promote the economic and community services success, strength and stability of each other and to act cooperatively with each other in pursuit of the objects;

f) to act in the interests of surf lifesaving and the Members.

12.3 Power to Discipline

a) A Member may be called before the Management Committee to show cause as to why disciplinary action should not be taken against the Member 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;

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

iii. brought themselves, the Club, any Surf Life Saving Club, the Branch, SLSQ or surf lifesaving into disrepute;

b) after allowing a Member a reasonable opportunity to explain an alleged breach, the Management Committee may impose such reasonable penalty or suspension of Membership as it thinks fit;

c) the Member may exercise the right to appeal to the Judiciary Committee against a suspension imposed by the Management Committee in the same manner as if the Member's membership were discontinued under this Constitution however there is no right of appeal against a lesser penalty imposed;

d) should the Club decide any alleged offence is beyond the responsibility of the Club, the matter may be referred to the Branch for determination or, in the case of a suspected criminal offence, to the police.

13. MEETINGS OF MEMBERS

13.1 Annual General Meeting

a) An Annual General Meeting of the Club 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.

b) The date of the Annual General Meeting shall be at least one (1) week prior to the Annual General Meeting of the Branch.

13.2 Notices of Annual General Meetings

a) Notice of every Annual General Meeting shall be given to every Member entitled to receive notice, at their address for receiving notices appearing in the Register. Notice may be given electronically.

b) The notice of an Annual General Meeting must be issued at least twenty-eight (28) days prior to the date of the meeting specifying the place, date and time of the meeting and calling for nominations for any Director and/or other officer or members of other Committees to be elected at the meeting.

c) Members may submit notices of motion for inclusion as special business at an Annual General Meeting. All notices of motion must be submitted in writing to the Secretary not less than 14 days (excluding receiving date and meeting date) prior to the Meeting. Notices of motion must include a mover and seconder, who must both be Members entitled to vote at the meeting.

13.3 Business at AGM

a) The business to be transacted at the Annual General Meeting must include:

i. presentation of the reports of the Management Committee;

ii. consideration & adoption, of the financial statements and audit report for the last financial year;

iii. the election of Directors and other Officers under this Constitution;

iv. the motion for affiliation with the Branch, SLSQ and SLSA;

v. the motions recognising the affiliation of the BHMP SLSC Supporters Club Inc, and The Sporting Foundation of BHMP SLSC and the Burleigh Heads-Mowbray Park Surf Lifesaving Club Old Boys Association;

vi. authorised signatories on all Bank Accounts and financial transactions;

vii. the appointment of the Club auditor for the current financial year;

viii. the appointment of Club solicitors for the current financial year;

ix. the election of Life Members and Fellow Members (if any); and

x. such other business of which notice is duly given in accordance with this Constitution.

b) All business that is transacted at the AGM, with the exception of those matters set down in paragraph a) above, shall be special business.

13.4 Special General Meetings

a) The Secretary must convene a Special General Meeting:

i. At the request of the President; or

ii. At the request of the Management Committee; or

iii. Upon the requisition in writing of Members whose number is double the number of current Directors plus one (1) Member.

b) Where more than 15 months would elapse between Annual General Meetings, the Management Committee shall convene a Special General Meeting before the expiration of that period.

c) A Members' requisition for a Special General Meeting shall:

i. state the object(s) of the meeting;

ii. state any motions proposed to be put to vote at the meeting;

iii. be signed by the Members making the requisition; and

iv. be sent to the Club.

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

e) 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 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.

f) All notices of motion for inclusion as special business upon a requisition under Clause 13.4 (a)(iii) must be submitted in writing to the Secretary not less than 28 days (excluding receiving date and meeting date) prior to the Meeting. Notices of motion must include a mover and seconder, who must both be Members entitled to vote at the meeting.

g) notice of a Special General Meeting shall be given at least 14 days prior to the date of the meeting to every Member and others entitled to receive notice, and provide them with:

i. The notice specifying the place, date and time of the meeting;

ii. the agenda stating the business to be transacted at the meeting; and

iii. any notice of motion to be considered by the meeting

h) A Special General Meeting convened by Members shall be convened in the same manner, or as nearly as possible, as that in which meetings of Members are convened by

the Management Committee and the Secretary must provide the Members convening the meeting with access to Member information sufficient to allow them to give notice of the meeting to all Members entitled to receive such notice.

13.5 General Meetings (Information Sessions)

a) The President, Secretary or Management Committee may, whenever it thinks fit, convene a meeting by giving at least seven (7) days' notice to Members.

b) General Meetings under section **13.5** are for the purpose of providing Members with information and updates on activities or initiatives of the Club and to permit discussion, debate and feedback from Members on such matters.

c) No business may be transacted at this meeting other than to provide feedback and recommendations to the Management Committee.

14. PROCEEDINGS AT MEETINGS

14.1 Quorum

a) No business shall be transacted at any Meeting unless a quorum is present at the time when the meeting proceeds to business.

b) A quorum for Meetings shall be such number of Voting Members over 15 years of age that equate to twice the number of current Directors plus one (1) Member.

14.2 Chairperson

a) The President shall, subject to this Constitution, preside as chairperson at every Meeting except:

   i. in relation to any election for which the President is a nominee; or

   ii. where a conflict of interest exists.

b) If the President is not present, or is unwilling or unable to preside, the Members shall appoint one of the Directors to preside as chairperson for that meeting only, and if no Director is present then the Members may elect a person from those present at the meeting to chair the meeting.

14.3 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, or 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 the original meeting.

d) Except as provided in this clause, it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

14.4 Recording of Determinations

Unless a poll is demanded under clause **14.8**, a declaration by the chairperson of the meeting 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 further proof of the number of the votes recorded in favour of or against the resolution.

14.5 Use of technology

a) Where it is practical and convenient to do so, a Member not physically present at a 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 Meeting as permitted under this clause is taken to be present at the meeting and, if the Member votes at the meeting, is taken to have voted in person.

14.6 Voting at meetings

a) Only Members who are financial Members at the time shall be entitled, subject to the lawful procedures of the Meeting, to speak or vote upon any motion at any Meeting of the Club.

b) Each Member over the age of 15 years and entitled to vote as set out in this constitution shall have one vote at any Meeting which, subject to this Constitution, shall be exercised by that Member.

14.7 Voting Procedure

a) A resolution put to the vote at any 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:

i. the chairman; or

ii. a simple majority of Members.

b) The chairperson shall have a casting vote at all Meetings.

c) Unless otherwise provided by this Constitution or the By-laws, all resolutions will be carried by a majority of Members present at a meeting and entitled to vote.

14.8 Where Poll Demanded

If a poll is duly demanded, 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.

14.9 Proxy, Postal and Electronic Voting

a) Proxy voting shall not be permitted at any Meeting of the Club.

b) Unless otherwise determined by the Management Committee, there shall be no postal or electronic voting. If the Committee determines that a matter be decided by postal or electronic vote it shall also determine the process by which such vote is undertaken.

14.10 Authority

The functions and powers of any person or committee under this Constitution are subject to the authority and review of the Members in a Meeting of Members, which exercises ultimate authority in relation to any decision purported to be made under this Constitution.

15. MANAGEMENT COMMITTEE

15.1 Composition of the committee

The Management Committee shall comprise of the following Directors:

a) the President;

b) the Deputy President;

c) the Director of Finance & Property (**Treasurer**);

d) the Director of Administration & Planning (**Secretary**);

e) the Director of Life Saving (**Club Captain**);

f) the Director of Education and Training;

g) the Director of Surf Sports; and

h) the Director of Junior Activities.

15.2 Existing directors

The Members of the Management Committee 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.

15.3 Powers of the committee

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

15.4 Staff

Without limiting the powers of the Club under this Constitution, the Management Committee may also decide to employ a person/s to act on behalf of and at the direction of the Management Committee as Chief Executive Officer (CEO) or Club Administrator or similar position to manage and administer the affairs of the Club and the employment of such other staff as the Management Committee considers desirable for the effective operation of the Club and its activities. If a person so employed is a Member then for the duration of their employment their voting rights (if any) are suspended.

15.5 Portfolios

If the Management Committee 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 Management Committee.

15.6 Right to Co-Opt

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

16. ELECTION OF DIRECTORS

16.1 Nominations

a) Nominations for candidates to be elected to the Management Committee shall be called for by the Club at least twenty-eight (28) days prior to the Annual General Meeting.

b) Nominations of candidates for election as Directors and other Officers shall be:

i. made in writing, signed by two Members entitled to vote at the relevant meeting and accompanied by the written consent of the nominee (which may be endorsed on the form of nomination); and

ii. delivered to the Club not less than 14 days before the date of the Annual General Meeting, and the Club will notify Members of the nominations received for that AGM at least 7 days prior to the AGM.

c) The Director of Junior Activities will be entitled to be elected following an endorsed nomination from the Annual Meeting of the Junior Activities Committee.

d) The Members in attendance at the AGM have the right to reject any nomination by a simple majority vote regardless of its validity.

16.2 Election of Directors

Elections of Directors and Officers shall be conducted by secret ballot and otherwise by such means as is prescribed by the Management Committee and the By-laws.

17. TERM OF OFFICE OF DIRECTORS

a) The President, Deputy President, Director of Administration & Planning, Director of Finance & Property and all other Directors and Officers shall be elected for terms of one year, which shall commence from the conclusion of the Annual General Meeting at which the election occurred until the conclusion of the next Annual General Meeting.

b) Any Director or Officer who:

i. is absent from two consecutive meetings of the Management Committee in which they are a Member without submitting a satisfactory reason in writing; or

ii. is considered to be not satisfactorily carrying out their duties

may be removed from office by a Special General Meeting of Members.

c) A resolution to remove a Director or Officer may only be taken if notice of motion for such resolution is given to Members entitled to vote in accordance with this Constitution.

18. EXECUTIVE COMMITTEE

18.1 Membership

a) The Executive Committee of the Club shall consist of the President, Deputy President, Director of Finance & Property, Director of Administration & Planning and the Director of Life Saving.

b) The Executive Committee may exercise the powers of the Management Committee, particularly to deal with items requiring prompt or urgent attention between meetings of the Management Committee.

18.2 Other Committees

The Management Committee may establish such other committees or sub-committees of the Club as it sees fit from time to time to perform such roles or deal with such matters as the Management Committee may direct, and if considered necessary, to report to and make recommendations to the Management Committee or the Club.

19. VACANCIES OF DIRECTORS

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

a) dies;

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

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

d) resigns his office in writing to the Club;

e) is absent without the consent of the 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 Club;

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

j) would otherwise be prohibited from being a director of a corporation under the Corporations Act 2001 (Cth); or

k) would otherwise be prohibited from being a Responsible Person of a charity under the Australian Charities and Not-for-profit Commission Regulation Act 2013 (Cth).

19.1 Remaining Directors may Act

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

19.2 Casual Vacancy

In the event of a casual vacancy in the office of any Director, the Management Committee may appoint an eligible 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.

19.3 Rights of Appeal

A director who is removed from office under Clause **18** or **19** has no right of appeal against their removal.

20. MEETINGS OF THE MANAGEMENT COMMITTEE

The Management Committee shall meet as often as is deemed necessary and as required by the Act in every calendar year for the dispatch of business and subject to this Constitution may adjourn and otherwise regulate its meetings as it thinks fit. A Director may at any time convene a meeting of the Committee providing reasonable notice is given and subject to clause **20.4**.

20.1 Decisions of 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 Directors shall be deemed a determination of the Committee. All Directors including the chairperson shall have one vote on any question. The chairperson may exercise a casting vote where voting is equal.

20.2 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 Directors for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Directors.

b) Without limiting the power of the Management Committee to regulate its meetings as it thinks fit, a meeting of the Committee 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 Committee or this Constitution and such notice specifies that Directors are not required to be present in person;

c) if a failure in communications prevents paragraph (b) 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 this clause to be held, then the meeting shall be suspended until the required quorum 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

d) 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 chairperson of the meeting is located.

20.3 Quorum

At meetings of the Management Committee a majority of the Directors is required to constitute a quorum.

20.4 Notice of Committee Meetings

Unless all Directors 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 Director.

20.5 Conflict of Interest

a) A Director who has a material personal interest in a matter being considered at a Management Committee meeting must disclose the nature and extent of that interest to the Management Committee and the disclosure 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 matter concerned. After such general notice it is not necessary for such Director to give a special notice relating to the matter.

b) A Director with such a material personal interest may be present and speak on the matter at the meeting but:

i. if so directed by the Chair of the meeting, leave the meeting while the matter is being further considered by the Committee; and

ii. must not vote on the matter.

c) A Director and their related parties are disqualified from:

i. holding any place of profit or position of employment in the Club, or in any company or incorporated association 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 Management Committee, and in that case the details of that resolution must be disclosed as an item of business at the next Annual General Meeting.

d) 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 Management Committee, is voidable by reason of such interest.

e) The nature of the financial interest of such Director must be declared by the Director at the meeting of the Management Committee 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 Management Committee after the acquisition of the interest.

f) 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 this clause for such Director and the transactions. After such general notice being given, it is not necessary for the Director to give a special notice relating to any particular transaction with that firm or company.

g) Any declaration made or any notice given by a Director must be recorded in the minutes of the relevant meeting.

h) 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.

21. 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.

21.1 Delegation by Instrument

a) The Management Committee 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 Committee by the Act or any other law, or this Constitution or by resolution of the Club in General Meeting.

21.2 Delegated Function Exercised in Accordance with Terms

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

21.3 Procedure of Delegated Entity

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Management Committee. The entity exercising delegated powers shall make decisions in accordance with the Objects and shall promptly provide the Management Committee with details of all material decisions and shall provide any other reports, minutes and information as the Management Committee may require from time to time.

21.4 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.

21.5 Revocation of Delegation

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

21.6 Directors to be Indemnified

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 properly incurred in their capacity as Director, officer, auditor or agent in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which the person is acquitted.

b) The same right of indemnity also applies in connection with any application in relation to any such proceedings under the Act in which relief is granted to the person by a Court.

c) The Club shall, except in the case of wilful misconduct, 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:

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

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

22. PROPERTY, FINANCIAL ACCOUNTS AND RECORDS

22.1 Source of Funds

The Management Committee 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.

22.2 Capital and Borrowings

a) The Management Committee must seek the approval of the Members at a Special General Meeting where it proposes to:

   i. expend Club funds on capital expenditure over the sum of $100,000; and/or

   ii. seek borrowings by the Club over the sum of $50,000.

22.3 Club to Keep Records

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

b) 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.

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

22.4 Committee to Submit Accounts

a) As soon as practicable after the end of the financial year, full Financial Statements of Account must be prepared for the financial year just ended.

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

22.5 Accounts Conclusive

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

22.6 Accounts to be provided to Members

After the adoption of the Financial Accounts at an AGM, the Management Committee shall cause to be provided to all persons entitled to receive notice of Annual General Meetings, a copy of the Statements of Account, the Committee's report, the auditor's report (if any) and every other document required under the Act (if any).

22.7 Negotiable Instruments

a) All monies shall be banked as soon as practicable after their receipt.

b) All payments may be approved and authorised by any two of the President, Secretary, Treasurer or other Member designated from time to time by the Management Committee and made by electronic transfer or by cheque signed or authorised accordingly.

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 may be approved or ratified at a meeting of the Management Committee.

22.8 Members' Access to books, minutes and other documents

a) Members may apply in good faith and for a proper purpose to the Management Committee to access the financial records, books, securities and other relevant documents of the Club. Upon receiving such a request, the Committee may, at its absolute discretion, decide to permit or refuse the request. If the Committee permits the request, it may impose conditions upon the Member's access.

b) Members have no entitlement to access the minutes of Management Committee meetings but may request access to such minutes of Committee Meetings. Upon receiving such a request, (which must be made in good faith and for a proper purpose) the Committee may, at its absolute discretion, permit or refuse the request.

23. AUDITOR

a) A properly qualified auditor or auditors shall be appointed by the Club at the Annual General Meeting. The auditor may be removed by the Club at a Special General Meeting.

b) The auditor's duties shall be regulated in accordance with the Act, and in accordance with the *Australian Charities and Non-for-Profit Commission Act 2012* and the *Australian Charities and Non-for-Profit Commission Regulation 2013 (C'th)* for charities endorsed as Deductible Gift Recipients, and/or any applicable charity regulation, and whichever has the higher standard shall apply.

c) The accounts of the Club shall be examined by and auditor or auditors and the correctness of the two key financial statements, being the statement of profit or loss and other income and the statement of financial position, ascertained at the conclusion of each Financial Year.

24. APPLICATION OF INCOME

a) The income and property of the Club shall be applied solely towards the promotion of the Objects.

b) Except as prescribed in this Constitution:

   i. no portion of the income or property of the Club shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member; and

   ii. no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any Member who holds any office of the Club.

c) Nothing contained in **clause 24** shall prevent payment in good faith of or to any Member for:

   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;

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

24.1 Liability of Members

The liability of the Members of the Club is limited.

24.2 Members' contributions

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

25. DISSOLUTION

Subject to clauses **25.1** and **25.2**, the Club may be wound up in accordance with the provisions of the Act.

25.1 Distribution of DGR property on revocation of DGR or winding up

a) If the Club is wound up or its endorsement as a deductible gift recipient (DGR) is revoked (whichever occurs first), any surplus of the following assets shall be transferred to SLSQ or if SLSQ is no longer a DGR or has ceased to exist, to another surf lifesaving entity to which:

   i. income tax deductible gifts can be made;

   ii. gifts of money or property are made for the principal purpose of the organisation;

   iii. contributions are made in relation to an eligible fundraising event held for the principal purpose of the organisation; and

   iv. money is received by the organisation because of such gifts and contributions.

b) Such DGR charity will be determined by the Members at a General Meeting at or before the time of dissolution.

25.2 Distribution of property on winding up

a) If the Club is wound up under part 10 of the Act; and has surplus assets after satisfying **clause 25.1**:

   i. The surplus assets must not be distributed among the Members of the Club.

   ii. The surplus assets must be given or transferred to SLSQ or, if SLSQ has ceased to exist, to another surf lifesaving entity having objects similar to the Club’s objects and

rules of which, prohibit the distribution of the entity's income and assets to its members.

b) In this clause, "surplus assets" has the same meaning as in section 92(3) of the Act.

26. PROCEDURAL MATTERS

26.1 Notice procedure

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 by electronic mail, to the Member's registered address 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.

26.2 Common Seal

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

b) 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 Directors.

27. ALTERATION OF 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).

28. BY-LAWS

a) The Management Committee may formulate, issue, adopt, interpret, amend or repeal such By-Laws as it thinks necessary or desirable for the proper advancement, management and administration of the Club, the advancement of the Objects and surf lifesaving in Burleigh and its environs.

b) 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.

c) If any By-Laws are inconsistent with this Constitution, SLSQ or SLSA constitution and regulations then the provisions of the Constitutions shall prevail over the By-laws to the extent of any inconsistency.

d) A By-Law may be amended or repealed by a vote of Members at a General Meeting.

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

f) 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 replaced by this Constitution, shall be deemed to be By-Laws under this Constitution until altered by the Management Committee or a vote of Members at a General Meeting.

g) 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 Management Committee.

Verified as a true and correct copy

Signature of President ……

Name of President MICHAEL HENRY BOYCE

Signature of Treasurer ……

Name of Treasurer KRISTINA JANE O'CONNELL