

2023ver1.7 Constitution



Constitution

CUDGEN HEADLAND SURF LIFE SAVING CLUB LIMITED

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Constitution Adopted Date: 23rd September 2023

CONSTITUTION of CUDGEN HEADLAND SURF LIFE SAVING CLUB LIMITED

A COMPANY LIMITED BY GUARANTEE PURSUANT TO THE CORPORATIONS ACT 2001 (CTH)

1 NAME OF CLUB AND COLOURS

The Name of the Club is Cudgen Headland Surf Life Saving Club Limited ("Club"). The Club colours are sky blue and white.

2 OBJECTS OF CLUB

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

- a) affiliate with and remain affiliated with Surf Life Saving Australia Limited ("SLSA") and Surf Life Saving New South Wales ("SLSNSW"), through Surf Life Saving Far North Coast Branch Inc ("Far North Coast");
- b) promote, advance and control the work of surf lifesaving, and the rescue and resuscitation of people in an aquatic environment and to promote the study and practice of the methods of surf lifesaving as taught by SLSA;
- c) minimize the loss of life from drowning by providing efficient lifesaving apparatus;
- d) promote demonstrations and to arrange classes of instruction and so bring about a widespread and thorough knowledge of the principles which underlie the art of swimming and to further generally the best interests of surf lifesaving, water sports and surf bathing;
- e) appoint and conduct surf lifesaving patrols and to render all possible aid to those in distress;
- f) organize and conduct surf lifesaving carnivals, sporting events and social functions for the benefit and assistance of the Club in the attainment of these Objects;
- g) encourage and promote the physical and social welfare of the Members of the Club;
- h) provide any or all of the facilities necessary to further the aims and advancement of surf lifesaving at Kingscliff Beach or elsewhere in New South Wales and to give whatever assistance the Board may consider convenient for this purpose;
- i) acquire property at or near Kingscliff Beach or at any other place that the Club may deem expedient, and provide a club house and/or club houses and any necessary facilities and amenities, and to permit the use of the same by Members of the Club and other persons on such terms as the Club shall determine;
- j) provide for Members and for Members' guests a social club with all the usual facilities of a club including liquid and other refreshment, libraries and provision for sporting, musical and educational activities and other social amenities;
- k) 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;
- l) use and protect the Intellectual Property of surf lifesaving and the Club;



- m) apply the property and capacity of the Club towards the fulfillment and achievement of these Objects;
- n) promote the involvement and influence of surf lifesaving standards, techniques, awards and education with bodies involved in surf lifesaving;
- o) strive for Government, commercial and public recognition of the Club as the authority on aquatic safety and management in Kingscliff;
- p) further extend the operations and teachings of the Club throughout Kingscliff; or elsewhere in New South Wales;
- q) pursue through itself or other such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of surf lifesaving in the Tweed or elsewhere in New South Wales;
- r) 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;
- s) represent the interests of its Members and of surf lifesaving generally in any appropriate forum in the Tweed;
- t) have regard to the public interest in its operations;
- u) ensure that environmental considerations are taken into account in all surf lifesaving and related activities conducted by the Club;
- v) encourage Members to realise their potential and athletic abilities by extending to them the opportunity of education and participation in surf lifesaving competition and other events;
- w) establish, grant and support awards to Members and others, in honourable public recognition of hard and meritorious rescues from the sea, deeds of exceptional bravery from time to time performed in the course of surf lifesaving and other distinguished services and acts;
- x) seek and obtain improved facilities for the enjoyment of the aquatic environment in Kingscliff or elsewhere in New South Wales; and
- y) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

3 **POWERS OF THE CLUB**

Solely for furthering the Objects, the Club has the legal capacity and powers of a company limited by guarantee as set out under section 124 of the Corporations Act.

4 **APPLICATION OF INCOME**

The income and property of the Club shall be applied solely towards the promotion of the Objects. Except as prescribed in this Constitution:

- a) 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
- b) 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.



Nothing contained in clauses 40 or 4a) shall prevent payment in good faith of or to any Member for:

- a) any services actually rendered to the Club whether as an employee or otherwise;
- b) goods supplied to the Club 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 Club;
- e) any out-of-pocket expenses incurred by the Member on behalf of the Club;
- f) provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

5 LIABILITY OF MEMBERS

The liability of the Members of the Club is limited.

6 MEMBER'S CONTRIBUTIONS

Every Member of the Club undertakes to contribute to the assets of the Club in the event of it being wound up while 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 it ceases to be a Member and the costs, charges and expenses of winding up the Club, such an amount not exceeding twenty five dollars (\$25.00).

7 DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or dissolution of the Club there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members but shall be given or transferred to some registered or exempt charity, having objects similar to the Objects and which prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Club by this Constitution. Such registered or exempt charity will be determined by the Members at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of New South Wales or other Court as may have or acquire jurisdiction in the matter.

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 another club with similar objects, and which is charitable at law, to which income tax deductible gifts can be made:

- a) gifts of money or property for the principal purpose of the club
- b) contributions made in relation to an eligible fundraising event held for the principal purpose of the club
- c) money received by the club because of such gifts and contributions.

8 DEFINITIONS AND INTERPRETATION

Definitions

In this Constitution unless the contrary intention appears:

Act means the Corporations Act 2001 (Cth).

Board means the body managing the Club and consisting of the Directors under clause 28.

By Laws means any by-laws or club regulations made by the Board under clause 33.



Club or Company means Cudgen Headland Surf Life Saving Club Limited.

Constitution means this Constitution of the Club.

Delegate means the person appointed from time to time to act for and on behalf of the Club and to attend, debate but not vote at general meetings of SLSNSW.

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

Deductible Gift Recipient means gifts of money or property for the principal purpose of the Club and are charitable at law.

Far North Coast means the Far North Coast Branch Inc.

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

General Meeting means the annual or any special general meeting of the Club.

Honorary Member means a member who may be granted that form of membership, whether or not persons may or may not hold a SLSA Award.

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

Life Member means an individual appointed as a Life Member of the Club under By-laws.

Member means a member for the time being of the Club. "Member" of the Club means a person who is a Ordinary Member, a Provisional Member, an Honorary Member, Life Member or a Temporary Member of the Club.

Objects means the objects of the Club under Clause 2.

Ordinary Member means a registered member of the club as defined in the bylaws and outlined below

- a) Probationary active member (as defined by SLSA Regulations) (non voting);
- b) Junior activity members 5 years to 13 years of age (as defined by SLSA Regulations) (non voting);
- c) Cadet members 13 years to 15 years of age (as defined by SLSA Regulations) (non voting);
- d) Active Junior 15 years to 18 years of age (as defined by SLSA Regulations) (non voting);
- e) Active members (as defined by SLSA Regulations);
- f) Reserve active members (as defined by SLSA Regulations);
- g) Long service members (as defined by SLSA Regulations);
- h) Associate members - active (only have voting rights if membership continued from 2011 constitution);
- i) Associate members – non active (non voting);
- j) Gold Card (have voting rights).

Provisional Member of the Club means a person who has applied for admission as a full member of the Club, has paid the subscription appropriate for the membership applied for, and is awaiting a decision on the application.



President means a director of the Club, who is appointed as President in accordance with this Constitution.

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

SLSA means Surf Life Saving Australia Limited.

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

Standing Committee means the committee assigned responsibilities through the By-laws to manage a section or function of the Club.

Special Resolution means a special resolution as defined and passed 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 SLSNSW or SLSA.

Temporary Members means overseas or interstate visitor or any person whose ordinary place of residence in New South Wales is not less than a distance of 5 km radius from the club.

Interpretation

In this Constitution:

- a) a reference to a function includes a reference to a power, authority and duty;
- b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
- c) words importing the singular include the plural and vice versa;
- d) words importing any gender include the other genders;
- e) references to persons include corporations and bodies politic;
- f) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- g) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- h) a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

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.

Expressions in the Act and SLSNSW and SLSA Constitutions

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.



If a capitalised term used in this Constitution is not defined in this Constitution but is defined in the Act or in the SLSA or SLSNSW constitutions or in the SLSA Regulations, then such term has the same meaning as the provision of the Corporations Act or the relevant constitution or Regulations (as the case may be). In the event of any inconsistency between these documents Section 6 of the SLSA Regulations (Membership Directives) will apply.

Sole Purpose

The Club is established solely for the Objects.

Replaceable Rules

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

9 STATUS AND COMPLIANCE OF CLUB

Recognition of Club

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

Compliance of the Club

The Members acknowledge and agree the Club shall:

- a) be or remain incorporated in New South Wales;
- b) appoint a Delegate annually to represent the Club at general meetings of the Far North Coast Branch and SLSNSW;
- c) nominate such other persons as may be required to be appointed to Far North Coast Branch or SLSNSW committees from time to time under this Constitution or the Far North Coast Branch or SLSNSW constitutions or otherwise;
- d) forward to SLSNSW a copy of its constituent documents and details of its Directors;
- e) adopt the objects of SLSNSW (in whole or in part as are applicable to the Club) and adopt rules which reflect, and which are, to the extent permitted or required by the Act, generally in conformity with the SLSNSW constitution;
- f) apply its property and capacity solely in pursuit of the Objects and surf lifesaving;
- g) do all that is reasonably necessary to enable the Objects to be achieved;
- h) act in good faith and loyalty to ensure the maintenance and enhancement of surf lifesaving, its standards, quality and reputation for 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) abide by the SLSNSW Constitution.

Operation of Constitution

The Club 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 Kingscliff;



- 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 Club considers or is advised that a Member has allegedly:
 - i. breached, failed, refused or neglected to comply with a provision of this Constitution, the By-Laws, or any resolution or determination of the Club; or
 - ii. acted in a manner prejudicial to the Objects and interests of the Club and/or surf lifesaving; or
 - iii. brought themselves, the Club, any Surf Life Saving Club or surf lifesaving into disrepute;

the Club may, after allowing the Member a reasonable opportunity to explain, adjudicate and if necessary penalise the Member with such penalty as prescribed in judiciary by-laws. . Where the relevant breach, act, omission or conduct is of a type contemplated by the Discipline and Judicial Regulations of SLSA (as amended from time to time), the Club is required to impose a penalty in accordance with the Discipline and Judicial Regulations of SLSA.

10 CLUB'S CONSTITUTION

Constitution of the Club

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

- a) conform with the objects of SLSNSW;
- b) conform to the structure and membership categories of SLSNSW and SLSA;
- c) recognise SLSA as the national peak body for surf lifesaving in Australia, in accordance with the SLSA Constitution;
- d) recognise SLSNSW as the peak body for surf lifesaving in New South Wales;
- e) recognise SLSA as the final arbiter on matters pertaining to surf life saving in Australia, including disciplinary proceedings;
- f) conform with such other matters as are required to give full effect to the SLSNSW constitution;

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

Subject to clause 10e), if there is any conflict or inconsistency between the constitutions of the Club, Far North Coast Branch, SLSNSW or of SLSA the constitution of the higher surf lifesaving entity will prevail to the extent of the conflict or inconsistency. For the avoidance of doubt, the constitution of SLSA prevails over the constitutions of a SLSNSW and/or a Branch and/or the Club. The constitution of SLSNSW prevails over the constitution of Far North Coast Branch or the Club.



If this Constitution recognises pre-existing rights of Members which are inconsistent with the rights of members under the constituent documents of SLSA or SLSNSW, the constitutions of these higher surf lifesaving entities cannot prevail unless the rights of Members have been varied in accordance with the requirements of the Act.

Operation of the SLSNSW Constitution

The Club must take reasonable steps to ensure its Constitution is generally in conformity with the SLSNSW constitution at least to the extent set out in clause 10c) and in respect of those matters set out in clause 10d) shall ensure this Constitution is amended in conformity with future amendments made to the SLSNSW constitution, subject to any prohibition or inconsistency in the Act.

The Club must provide to SLSNSW a copy of its Constitution and all amendments to this document. The Club acknowledges and agrees that SLSNSW has power to veto any provision in the Club's Constitution which, in SLSNSW's opinion, is contrary to the objects of SLSNSW, on the proviso that no provision will be vetoed where such provision is required by the Act or the Registered Clubs Act 1976 (NSW).

Rights of SLSNSW and Far North Coast

Should the board of the SLSNSW reasonably consider that a situation has developed within the Club which gives that board extreme concern and/or which is detrimental to the image of surf life saving, SLSNSW (through its board) shall have the authority to initiate discussion and investigate the operations of the Club and then, subject to the Act, if considered necessary the authority to appoint person/s to take over control and re-establish a sound and satisfactory administration within the Club and for such time as considered necessary.

Far North Coast shall have similar authority in respect to the Club and may take independent action to SLSNSW, provided the procedure in this clause is followed. In such situation, SLSNSW shall be immediately notified of the action taken by Far North Coast.

SLSNSW may request the Far North Coast Branch to initiate action against the Club in accordance with this clause or to act on behalf of SLSNSW and report to them in the matter.

11 MEMBERS

Types of Members

The Members of the Club shall consist of the following as described in the Registered Clubs Act and the By-laws:

- a) Honorary Members;
- b) Ordinary Members;
- c) Life Members;
- d) Probationary Members;
- e) Temporary Members.

12 SUBSCRIPTIONS AND FEES

The annual membership subscription (if any) and fees payable by Members to the Club, the time for and manner of payment shall be as determined by the Board from time to time. Non financial members are not entitled to vote.



13 APPLICATION

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 the Club, from the applicant or its nominated representative and lodged with the Club;
- b) accompanied by the appropriate fee, if any.

Discretion to Accept or Reject Application

The Club may accept or reject an application whether the applicant has complied with the requirements in Rule 13(a) or not, and shall not be required or compelled to provide any reason for such acceptance or rejection. In considering an application for membership the Club must act reasonably and in good faith.

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

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

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

Re-Application

Members must re-apply for membership of the Club in accordance with the procedures set down by the Club from time to time. Membership renewal is not automatic and a re-application may be accepted or rejected by the Club in its discretion but acting reasonably and in good faith at all times. If the Club rejects a re-application, it shall refund any fees forwarded with the application, and the re-application shall be deemed rejected by the Club. No reasons for rejection need be given.

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

Deemed Membership

All individuals who are, prior to the approval of this Constitution, members of the Club shall be deemed, and/or shall continue, to be Members of the Club (in the relevant category) from the time of approval of this Constitution under the Act.

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

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.



14 REGISTER OF MEMBERS

Register

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

- a) the full name, residential address, electronic address (if any), class of membership and date of entry of the name of each Member; and
- b) the full name, address and date of entry of the name of each Director and Delegate.

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

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

Use of Register

Subject to confidentiality considerations and privacy laws, the register may be used by the Club to further the Objects, as the Board considers appropriate. Members acknowledge and agree that the register may also be used by SLSNSW and/or SLA to further their respective objects subject always to confidentiality considerations and privacy laws.

Right of SLSNSW to Register

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

15 EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- a) this Constitution constitutes a contract between each of them and the Club and that they are bound by this Constitution and By-Laws, the SLSNSW constitution and regulations and the SLA 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 Board 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, SLSNSW and SLA;
- 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 Kingscliff; and
- e) they are entitled to all benefits, advantages, privileges and services of Club membership.



16 DISCONTINUANCE OF MEMBERSHIP

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.

Discontinuance by Breach

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

Membership shall not be discontinued by the Board under clause 16 without the Board first giving the accused Member the opportunity to explain the breach and/or remedy the breach.

Where a Member fails: in the Board's view to adequately explain or remedy the breach, that Member's membership shall be discontinued under clause 16 by the Club giving written notice of the discontinuance.

Failure to Re-Apply

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

Member to Re-Apply

A Member whose membership has been discontinued or has lapsed under clause 16:

- 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.

Forfeiture of Rights

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

Membership may be reinstated

Membership which has been discontinued under this clause may be reinstated at the discretion of the Board, 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.

17 DISCIPLINE AND JUDICIAL

The Club adopts the Discipline and Judicial 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 SLSNSW and SLSA.



18 **ANNUAL GENERAL MEETING**

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 Board.

All General Meetings other than the Annual General Meeting shall be Extraordinary General Meetings and shall be held in accordance with this Constitution.

19 **NOTICE OF GENERAL MEETING**

Notice of every General Meeting shall be given to every Member entitled to receive notice in accordance with clause 36. The auditor (if any) and Directors shall also be entitled to notice of every General Meeting, which shall be sent to their last notified residential or electronic address. No other person shall be entitled as of right to receive notices of General Meetings

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

At least twenty one (21) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:

- a) the agenda for the meeting; and
- b) any notice of motion received from Members.

20 **BUSINESS**

The business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Board and auditors, the election of Directors under this Constitution, the motion for affiliation with SLSNSW and the appointment and fixing of the remuneration of the auditors.

All business that is transacted at a General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of those matters set down in clause 20 shall be special business.

No business other than that stated on the notice shall be transacted at that meeting.

21 **NOTICES OF MOTION**

Members entitled to vote shall also be entitled to submit notices of motion for inclusion as special business at a General Meeting. All notices of motion must be submitted in writing to the Secretary not less than 30 days (excluding receiving date and meeting date) prior to a General Meeting.

22 **EXTRAORDINARY GENERAL MEETINGS**

Extraordinary General Meetings May be Held

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

Requisition of Extraordinary General Meetings

The Secretary shall on the requisition in writing of 5% of voting Members convene an Extraordinary General Meeting.

The requisition for an Extraordinary General Meeting shall:

- a) State the object(s) of the meeting;
- b) Be signed by the Members making the requisition; and



- c) Be sent to the Club.

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

If the 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.

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

23 PROCEEDINGS AT GENERAL MEETINGS

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 fifteen (15) Individual Members present in person.

President to Preside

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

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

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

Adjournment of Meeting

If within half an hour from the time appointed for the meeting, a quorum is not present the meeting shall be adjourned until the same day in the next week at the same time and place or to such other day and at such other time and place as the chairman may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.

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

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.

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.

Voting Procedure

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

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



Recording of Determinations

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

Where Poll Demanded

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

24 VOTING AT GENERAL MEETINGS

Members entitled to Vote

Each Member entitled to vote as set out in clause 11 (with the exception of probationary members) shall have one vote at General Meetings which, subject to this Constitution, shall be exercised by that Member. The Directors shall have the right to attend and debate, but not vote, at General Meetings.

Casting Vote

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

25 PROXY VOTING

Proxies and representatives of Members

At meetings of Members each Member entitled to vote may vote in person or by proxy. Except as expressly provided by the terms of their appointment, a person attending as a proxy, has all the powers of a Member, except where expressly stated to the contrary in this Constitution.

Appointment of proxies

A Member may appoint one person as their proxy to attend and vote instead of the Member. A proxy need not be a Member. A document appointing a proxy must be in writing, in any form permitted by the Corporations Act 2001 (Cth) and signed by the Member making the appointment.

Authority of proxies

A document appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where the document so provides, the proxy is not entitled to vote on the resolution except as specified in the document. Except as expressly provided by the document appointing a proxy, an appointment of a proxy confers authority to do all things that the Member can do in respect of a general meeting.

Verification of proxies

Before the time for holding the meeting or adjourned meeting at which a proxy proposes to vote, there must be deposited with the Company:

- (a) the document appointing the proxy; and
- (b) if the appointment is signed by the appointor's attorney, the authority under which the appointment was signed or a certified copy of that authority.



Those documents must be received at the office, at a fax number at the office or at another place, fax number or electronic address specified for that purpose in the notice convening the meeting not less than 48 hours before the time for holding the meeting.

If a general meeting has been adjourned, an appointment and any authority received by the Company at least 48 hours before the resumption of the meeting are effective for the resumed part of the meeting.

Validity of proxies

A proxy document is invalid if it is not deposited or produced prior to a meeting or a vote being taken as required by this constitution.

Revocation of appointment of proxy

A vote given in accordance with the terms of a proxy document is valid despite the occurrence of any one or more of the following events if no intimation in writing of any of those events has been received by the Company at the office before the commencement of the meeting or adjourned meeting at which the document is used:

- (a) the previous death or unsoundness of mind of the principal; and
- (b) the revocation of the instrument or of the authority under which the instrument was executed

26 **EXISTING DIRECTORS**

The members of the Board of the Club in place immediately prior to approval of this Constitution under the Act shall continue in those positions until the next Annual General Meeting following such approval, and thereafter the positions of the President and other Directors shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

27 **POWERS OF THE BOARD**

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 Board.

28 **COMPOSITION OF THE BOARD**

Composition of the Board

The Board shall be a maximum of 9 persons, comprising:

- a) President;
- b) Director of Surf Lifesaving;
- c) Director of Finance;
- d) Director of Junior Activities;
- e) Director of Surf Sports;
- f) Director of Administration, Membership and Board Secretary;
- g) Director of Education;
- h) Director Youth Development and Pathways; and
- i) Independent Director

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



Portfolios

The Board may in furtherance of the Objects, allocate Directors to specific portfolios, with specific responsibilities, as determined in the discretion of the Board. A Director may have responsibility for more than one portfolio.

Right to Co-Opt

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

Appointment of Delegate

The Board shall, from amongst its members, appoint a Delegate to attend general meetings of Far North Coast and or SLSNSW for such term as the Board determines, and otherwise in accordance with the SLSNSW Constitution.

The Board must advise the Far North Coast and SLSNSW in writing of its Delegate.

29 **ELECTION OF DIRECTORS**

Nominations of Candidates

Nominations for candidates to be elected to the Board shall be called for by the Club twenty one (21) days prior to the Annual General Meeting. When calling for nominations the Club shall also provide details of the necessary qualifications and job description for the positions (if any). Qualifications and job descriptions shall be as determined by the Board from time to time.

Nominations of candidates for election as Directors (including the President) shall be:

- a) Made in writing, signed by two Members and accompanied by the written consent of the nominee (which may be endorsed on the form of nomination); and
- b) Delivered to the Club not less than seven (7) days before the date fixed for the holding of the Annual General Meeting; and the Club shall display the nominations on the Club notice board together with the agenda for that General Meeting.

If insufficient nominations are received to fill all available vacancies on the Board the candidates nominated shall, subject to declaration by the chairman, be deemed to be elected.

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

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

Voting procedures

Elections shall be conducted by such means as is prescribed by the Board and in accordance with the Act.



Term of Office of Directors

Subject to this clause, the Directors shall be elected in accordance with this Constitution and any relevant By-Laws and subject to this Constitution shall hold office from the conclusion of the relevant AGM at which they are elected until the conclusion of the following AGM.

Thereafter these positions will be elected every year.

Unless an ordinary resolution of the Members voting at an AGM otherwise provides, a Director can only be elected and maintain the same position on the Board for a maximum period of six terms of office and must then retire from that same position.

30 VACANCIES OF DIRECTORS

Grounds for Termination of Office of Director

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

- a) Dies;
- b) Becomes bankrupt or makes any arrangement or composition with 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 Board from meetings of the Board 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 his interest;
- h) Is removed by Special Resolution;
- i) Has been expelled or suspended from membership (without further recourse under this Constitution or the SLNSW constitution); or
- j) Would otherwise be prohibited from being a director of a corporation under the Corporations Act.

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.

Casual Vacancy

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



31 MEETINGS OF THE BOARD

Board to Meet

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

Decisions of Board

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

Resolutions not in Meeting

A resolution in writing, signed or assented to by, facsimile, email, telex or other 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.

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

- a) 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;
- b) notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or these Rules and such notice specifies that Directors are not required to be present in person;
- c) in the event that a failure in communications prevents clause 31a) from being satisfied by that number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this Rule to be held then the meeting shall be suspended until Clause 31a) 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 Chairman of the meeting is located.

Quorum

At meetings of the Board the number of Directors whose presence is required to constitute a quorum is a simple majority of the Directors elected.

Notice of Board 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 Board must be given to each Director.



Conflict of Interest

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

32 DELEGATIONS

Board may Delegate Functions

The Board 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 (Standing Committees) to carry out such duties and functions, and with such powers, as the Board determines.

Delegation by Instrument

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

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.

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 Board under clause 31. The entity exercising delegated powers shall make decisions in accordance with the Objects, and shall promptly provide the Club with details of all material decisions and shall provide any other reports, minutes and information as the Club may require from time to time.

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.

Delegated Authority

The ability of a Standing Committee (including but not limited to the existing Senior Surf Life Saving Committee and Junior Activities Committee) to activate decisions shall be limited to the extent that following a committee meeting, the minutes must be distributed to all Directors, and should any more than one (1) director challenge the decision by notice in writing to the Board's secretary, within 14 days of dispatch of the minutes, then that resolution shall be referred to the next meeting of the Board. If a resolution is not challenged as provided it shall become binding and has effect as if it were a decision of the Board.



Revocation of Delegation

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

33 BY-LAWS

Board to Formulate By-Laws

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

By-Laws Binding

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

By-Laws Deemed Applicable

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

Notices Binding on Members

Amendments, alterations, interpretations or other changes to By-Laws shall be advised to Members of the Club by means of Notices approved and issued by the Board. Members that wish to challenge or debate By-Laws adopted by the Board may requisition an Extraordinary General Meeting in accordance with clause 22 of this Constitution.

34 FUNDS, RECORDS AND ACCOUNTS

Source of Funds

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

Club to Keep Records

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

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 Board.

Club to Retain Records

The Club shall retain such records for 5 years after the completion of the transactions or operations to which they relate in accordance with the *Taxation Administration Act*.



Board to Submit Accounts

The Board 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.

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.

Accounts to be Sent to Members

The Board 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 Board's report, the auditor's report (if any) and every other document required under the Act (if any).

Negotiable Instruments

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

35 AUDITOR

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

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

36 NOTICE

Manner of Notice

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 (including Google groups and other group distribution methods), to the Member's registered address or facsimile number or electronic mail address.

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.

Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.

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.



Notice of General Meeting

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

37 **SEAL**

Safe Custody of Seal

The Board is not required to have a Seal or affix the Seal to its documents. However, where a Seal exists, the Board shall provide for its safe custody.

Affixing Seal

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

38 **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).

In addition, there shall be no alteration or amendment to clause 41 without the consent of the relevant Minister or other authorized person under the Act.

39 **INDEMNITY**

Directors to be Indemnified

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

Club to Indemnify Directors

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

- a) 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
- b) in the case of an employee, performed or made in the course of, and within the scope of his employment by the Club.

40 **DISSOLUTION**

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

41 **AUTHORITY TO TRADE**

The Club is authorized to trade in accordance with the Act, the Registered Clubs Act 1976 (NSW) and its liquor license.



42 **REGISTERED CLUBS ACT OBLIGATIONS**

No payments

Neither the Secretary Manager, nor any employee, officer or member of any Standing Committee of the Club shall be entitled under this Constitution or otherwise to receive directly or indirectly any payment calculated by reference to the quantity of liquor purchased, supplied, sold or disposed of by the Club or the receipts of the Club for any liquor supplied or disposed of by the Club.

Supply of Liquor

Liquor shall not be sold, supplied or disposed of on the premises of the Club to any person other than to an adult member, except to a person over the age of 18 years on the invitation and in the company of an adult member. This provision does not apply in respect of the sale, supply or disposal of liquor to any person at a function.

Liquor shall not be sold, supplied or disposed of on the premises of the Club to any person under the age of 18 years.