CLUB CONSTITUTION

CARLTON PARK SURF LIFE SAVING CLUB INCORPORATED

Date: 21 July 2024

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ASSOCIATIONS INCORPORATION ACT 1964 (TAS)

CONSTITUTION

of

CARLTON PARK SURF LIFE SAVING CLUB INCORPORATED

1. NAME, COLOURS AND EMBLEM OF ASSOCIATION

The name of the association is Carlton Park Surf Life Saving Club Incorporated (**Association**).

The Association colours are pillar-box red, black and white as shown in Appendix 1.

The Association emblem is a sea horse as shown in Appendix 1.

The Association cap is predominantly white scull with a red/black/red strip of approximately seven centimetre running from front to back.

2. OBJECTS OF ASSOCIATION

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

(a) participate as a member of Surf Life Saving Tasmanian Incorporated (**SLST**) and Surf Life Saving Australia Limited (**SLSA**) through and by which surf lifesaving and the protection and preservation of life in the aquatic environment can be conducted, encouraged, promoted, advanced and administered;

(b) conduct, encourage, promote and administer surf lifesaving and the Association as a beneficial, volunteer, member-based, community service, charity and emergency service throughout, and for the safety and protection of the community at Carlton Beach;

(c) at all times promote mutual trust and confidence within the Association in pursuit of these Objects;

(d) promote the economic, community and emergency service success, strength and stability of the Association;

(e) affiliate and otherwise liaise with SLST and SLSA in the pursuit of these Objects;

(f) 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;

(g) conduct, encourage, promote and advance aquatic safety and management and the protection and preservation of life in the coastal environment at Carlton Beach (such area as determined in the Association's Lifesaving Service Agreement with SLST);

(h) use and protect the Intellectual Property in pursuit of these Objects;

(i) apply the property and capacity of the Association solely towards the fulfilment of these Objects;

(j) 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;

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

(l) ensure that promotion and protection of the coastal environment at Carlton Beach are considered in all activities conducted by the Association;

(m) promote the health, safety and protection of the public and all users of the coastal environment at Carlton Beach;

(n) 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; and

(o) 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 ASSOCIATION

Solely for furthering the Objects, the Association has in, addition to the powers and functions under the Act, the legal capacity and powers of a company limited by guarantee as set out under section 124 of the *Corporations Act*.

4. APPLICATION OF INCOME

4.1 The income and property of the Association will be applied only towards the promotion of the Objects.

4.2 No income or property of the Association will be paid or transferred directly or indirectly by way of dividend, bonus or otherwise to a Member except for payments to a Member:

(a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Association; or

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

(c) of reasonable rent for premises let by them to Association; or

(d) any out-of-pocket expenses incurred by the Member on behalf of the Association;

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

5. LIABILITY OF MEMBERS

The liability of the Members of the Association is limited.

6. MEMBER'S CONTRIBUTIONS

Every Member of the Association undertakes to contribute to the assets of the Association if it 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 Association contracted before the time at which they cease to be a Member and the costs, charges and expenses of winding up the Association, such an amount not exceeding one dollar ($1.00).

7. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or dissolution of the Association 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 Association 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 Tasmania or other Court as may have or acquire jurisdiction in the matter.

8. DEFINITIONS AND INTERPRETATION

8.1 Definitions

In this Constitution unless the contrary intention appears:

Act means the *Associations Incorporation Act 1964 (Tas)*.

Association means Carlton Park Surf Life Saving Club Incorporated.

Executive Committee means the body managing the Association and consisting of the Executive Committee Members under **Rule 28**.

By Laws means any By-Laws made by the Executive Committee under **Rule 33**.

Constitution means this Constitution of the Association.

Delegate means the person appointed from time to time to act for and on behalf of the Association and to attend, debate but not vote at General Meetings.

Executive Committee Member means a member of the Executive Committee appointed under this Constitution.

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

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

ILS means the International Lifesaving Federation.

Individual Member means a registered member of the Association recognised under **Rule 11** from time to time in such categories as may be defined in this Constitution or the By-Laws.

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

Life Member means an individual appointed as a Life Member of the Association under **Rule 11.2**.

Life Membership Committee means three Life Members and two other members of at least 10 years' service. The three life members will be elected at the AGM and the two remaining members will be appointed by the Executive Committee

Member means a member for the time being of the Association.

Objects means the objects of the Association under **Rule 2**.

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

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

SLSA means Surf Life Saving Australia Limited.

SLST means Surf Life Saving Tasmania Incorporated ABN 20 950 428 260, the body recognised by SLSA as the body administering Surf Lifesaving in Tasmania.

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

State means and includes a State or Territory of Australia.

Surf Life Saving Club means a Surf Life Saving club which is a member of or otherwise affiliated with SLST or SLSA.

Surf Lifesaving means "Surf Lifesaving" as recognised by ILS from time to time.

8.2 Interpretation

In this Constitution:

(a) a reference to a Member present at a General Meeting means the Member whether present in person or by agreed electronic means;

(b) a reference to a function includes a reference to a power, authority and duty;

(c) 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;

(d) words importing the singular include the plural and vice versa;

(e) words importing any gender include the other genders;

(f) references to persons include corporations and bodies politic politic and any 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.

8.3 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.

8.4 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.

8.5 Sole Purpose

The Association is established solely for the Objects.

8.6 Model Rules

The model rules referred to under section 16 of the Act are expressly excluded, modified and displaced by this Constitution and accordingly do not apply to the Association.

9. STATUS AND COMPLIANCE OF ASSOCIATION

9.1 Recognition of Association

Subject to compliance with this Constitution, the SLST constitution, and the SLSA constitution, the Association shall continue to be recognised as a Member of SLST and shall administer Surf Lifesaving activities at Carlton Beach in accordance with the Objects.

9.2 Compliance of Association

The Members acknowledge and agree the Association shall:

(a) be or remain incorporated in Tasmania;

(b) appoint a Delegate annually to represent the Association at meetings of SLST;

(c) nominate such other persons as may be required to be appointed to SLST committees from time to time under this Constitution or the SLST constitution or otherwise;

(d) forward to SLST a copy of its constituent documents and details of its Executive Committee Members;

(e) adopt the objects of SLST (in whole or in part as are applicable to the Association) and adopt rules which reflect, and which are, to the extent permitted or required by the Act, in conformity with the SLST 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) by, adopting the objects of SLST, abide by the SLST Constitution.

9.3 Operation of Constitution

The Association and the Members acknowledge and agree:

(a) that they are bound by this Constitution and that this Constitution, operates to create uniformity in the way in which the Objects and Surf Lifesaving are to be conducted, promoted, encouraged, advanced and administered throughout Carlton Beach;

(b) to ensure the maintenance and enhancement of Surf Lifesaving, its standards, quality and reputation for the benefit of the Members and Surf Lifesaving;

(c) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of Surf Lifesaving and its maintenance and enhancement;

(d) to promote the economic and community services success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects;

(e) to act in the interests of Surf Lifesaving and the Members;

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

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

(ii) acted in a manner prejudicial to the Objects and interests of the Association and/or Surf Lifesaving; or

(iii) brought themselves, the Association, SLST, any Surf Life Saving Club or Surf Lifesaving into disrepute;

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

10. COMPLIANCE WITH SLST CONSTITUTION

10.1 SLST recognition

(a) SLST recognises the Association as the member of SLST for Carlton Beach and responsible for ensuring the efficient administration of Surf Lifesaving at Carlton Beach in accordance with the Objects. The Association must be and remain a legal entity.

(b) The Association will:

(i) have objects that align with SLST's objects and do all that is reasonably necessary to enable SLST's objects to be achieved;

(ii) effectively promulgate and enforce SLST's constitution and the SLSA constitution;

(iii) at all times act for and on behalf of the interests of SLST, the Members and Surf Lifesaving;

(iv) be responsible and accountable to SLST for fulfilling its respective obligations under SLST's strategic plan as revised from time to time;

(v) provide SLST with copies of its audited accounts, annual report and associated documents immediately following its annual general meeting;

(vi) provide SLST with copies of its business plans and budgets from time to time and within 14 days of request by the Board of SLST;

(vii) be bound by SLST's constitution and the SLSA constitution;

(viii) act in good faith and loyalty to maintain and enhance SLST and Surf Lifesaving, its standards, quality and reputation for the collective and mutual benefit of the Members and Surf Lifesaving;

(ix) at all times operate with, and promote, mutual trust and confidence between SLST and the Members, promoting the economic and sporting success, strength and stability of each other; and work cooperatively with each other in the pursuit of the Objects;

(x) maintain a database of all Affiliates and Individual Members Registered with it in accordance with this Constitution and provide a copy to SLST upon request from time to time by the Board of SLST in such means as may be required; and

(xi) not 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 development.

(c) The Association will:

(i) advise SLST as soon as practicable of any serious governance, administrative, operational or financial difficulties the Association is having;

(ii) assist SLST in investigating those issues; and

(iii) cooperate with SLST in addressing those issues in whatever manner, including by allowing SLST to appoint a person to conduct and manage the Association's business and affairs or to allow SLST itself to manage and conduct itself all or part of the business or affairs of the Association and on such conditions as SLST considers appropriate.

SLST is not obliged to act under this clause.

10.2 Constitution of the Association

(a) The Association shall take all steps necessary to ensure its constitution (and any amendments) conforms to SLST's constitution.

(b) Any subsequent amendments to the Association's constitution shall be subject to the approval of SLST.

(c) SLST shall approve, without delay, any subsequent amendments to the Association's constitution as may be submitted by the Association provided the amendments conform to SLST's constitution.

(d) If the documents do not conform to SLST's constitution, the Association shall, without delay, take all steps necessary to address the inconsistency so that the documents conform to SLST's constitution.

(e) For the avoidance of doubt, if any inconsistency remains between the Association's constitution and SLST's constitution, SLST's constitution shall prevail to the extent of that inconsistency.

(f) The Association acknowledges that SLST may develop and implement regulations which may set out:

(i) the membership criteria (of SLST) to be met by the Association; and

(ii) the privileges and benefits of membership of SLST which shall include the right to receive notice and attend, and the right to vote at, SLST's general meetings subject to and in accordance with SLST's constitution.

11. MEMBERS

11.1 Categories of Members

The Members of the Association shall consist of:

(a) Life Members, who subject to this Constitution, shall have the right to be present, to debate and vote at General Meetings;

(b) Individual Members, who shall have the right to be present, to debate and to vote at General Meetings. For the avoidance of doubt only Individual Members over the age of 15 years of age will be entitled to vote at General Meetings.

11.2 Life Members

Life Membership may be conferred on any Member of the Association who has completed a minimum of 20 years' service and in the opinion of four fifths (4/5) of the Life Membership Committee rendered outstanding and or extraordinary service to the Club, provided that such nomination is approved by at least 75% of those present and entitled to vote (by secret ballot) at the annual or special general meeting held next of the Association (of which due notice has been given).

12. SUBSCRIPTIONS AND FEES

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

13. APPLICATION

13.1 Application for Membership

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

(a) in writing on the form prescribed from time to time by SLST and/or SLSA, from the applicant or its nominated representative and lodged with the Association;

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

13.2 Discretion to Accept or Reject Application

(a) The Executive Committee may accept or reject an application whether the applicant has complied with the requirements in **Rule 13.1** 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 Association must act reasonably and in good faith.

(b) Where the Executive Committee accepts an application the applicant shall, subject to notification to SLST, become a Member.

(c) Unless otherwise determined by SLST, membership of the Association shall be deemed to commence upon acceptance of the application by the Executive Committee. The Register shall be updated accordingly as soon as practicable.

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

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

13.3 Re-Application

(a) Members must re-apply annually for membership of the Association in accordance with the procedures set down by the Association from time to time. Membership renewal is not automatic and a re-application may be accepted or rejected by the Association in its discretion but acting reasonably and in good faith at all times. If the Association rejects a re-application, it shall refund any fees forwarded with the application, and the re-application shall be deemed rejected by the Association. No reasons for rejection need be given. There is no appeal against a decision to reject a membership renewal application. **Rule 13.2** otherwise applies to membership renewal applications.

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

13.4 Deemed Membership

(a) All individuals who are, prior to the approval of this Constitution, members of the Association shall be deemed Members of the Association from the time of approval of this Constitution under the Act.

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

(c) Any members of the Association prior to approval of this Constitution under the Act, who are not deemed Members under **Rule 13.4(a)** shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

14. REGISTER OF MEMBERS

14.1 Register

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

(a) the full name, address, category 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 Executive Committee Member and Delegate.

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

SLSA's database "SurfGuard" may be used as the Register of Members.

14.2 Inspection of Register

(a) Having regard to confidentiality considerations and privacy laws, an extract of the Register, excluding the address or other direct contact details of any

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

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

14.3 Use of Register

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

14.4 Right of SLST to Register

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

15. EFFECT OF MEMBERSHIP

15.1 Members acknowledge and agree that:

(a) this Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution and By-Laws, the SLST constitution and regulations and the SLSA constitution and regulations including but not only SLSA Regulation 6 (Membership Directives);

(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 Executive Committee or any other entity with delegated authority;

(c) by submitting to this Constitution and the By-Laws they are subject to the jurisdiction of the Association, SLST and SLSA;

(d) the Constitution and By-Laws are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Surf Lifesaving as a community service at Carlton Beach;

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

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

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

(iii) subject to the Act and the Association 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 Association membership.

15.1 A right, privilege or obligation of a person by reason of their membership of the Association:

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

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

16. DISCONTINUANCE OF MEMBERSHIP

16.1 Notice of Resignation

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

16.2 Discontinuance by Breach

(a) Membership of the Association may be discontinued by the Executive Committee upon breach of any clause of this Constitution, including but not limited to:

(i) failure to pay any monies owed to the Association; or

(ii) failure to comply with the By-Laws or any resolution or determination made or passed by the Executive Committee or any duly authorised committee; or

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

(iv) conducts him or herself in a way considered to be injurious or prejudicial to the Objects, character or interests of the Association.

(b) Subject to this Constitution, Membership shall not be discontinued by the Executive Committee under **Rule 16.2(a)** without the Executive Committee first giving the accused Member the opportunity to explain the breach and/or remedy the breach. The accused Member shall be granted seven days notice of their right to appear and be heard by the Executive Committee to explain the breach and/or remedy the breach.

(c) Where a Member fails, in the Executive Committee's view to adequately explain to remedy the breach, that Member's membership shall be discontinued under **Rule 16.2(a)** by the Association giving written notice of the discontinuance.

16.3 Failure to Re-Apply

If a Member has not:

(a) re-applied for Membership with the Association; and/or

(b) paid their annual subscription owing the Association;

within one month of re-application falling due, that Member's membership will be deemed to have ceased from that time. The Register shall be amended to reflect any lapse of membership under this **Rule 16.3** as soon as practicable.

16.4 Member to Re-Apply

A Member whose membership has been discontinued or has lapsed under **Rule 16.3:**

(a) must seek renewal or re-apply for membership in accordance with this Constitution; and

(b) may be re-admitted at the discretion of the Executive Committee.

16.5 Forfeiture of Rights

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

16.6 Membership may be Reinstated

Membership which has been discontinued under this **Rule 16** may be reinstated at the discretion of the Executive Committee, upon such conditions as it deems appropriate.

16.7 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. GRIEVANCES, JUDICIAL AND DISCIPLINE

(a) The Association adopts the Grievances, Judicial and Discipline Regulations of SLSA as amended from time to time.

(b) A matter that is subject to a grievance procedure cannot also be subject to a disciplinary procedure at the same time (and vice versa).

18. ANNUAL GENERAL MEETING

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

(b) All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with this Constitution.

19. NOTICE OF GENERAL MEETING

(a) Notice of every General Meeting shall be given to every Member entitled to receive notice, at the address appearing in the Register kept by the Association. The auditor (if any) and Executive Committee Members shall also be entitled to notice of every General Meeting, which shall be sent to

their last notified address. No other person shall be entitled as of right to receive notices of General Meetings.

(b) 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.

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

(i) the agenda for the meeting; and

(ii) any notice of motion received from Members.

20. BUSINESS

(a) The business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Executive Committee and auditors, the election of Executive Committee Members under this Constitution (if any), the motion for affiliation with SLST and SLSA and the appointment and fixing of the remuneration of the auditors.

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

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

21. NOTICES OF MOTION

Members may 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 the General Meeting.

22. SPECIAL GENERAL MEETINGS

22.1 Special General Meetings May be Held

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

22.2 Requisition of Special General Meetings

(a) The Secretary shall on the requisition in writing of 20% of voting Members convene a Special General Meeting.

(b) The requisition for a Special General Meeting shall:

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

(ii) be signed by the Members making the requisition; and

(iii) be sent to the Association.

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

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

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

23. PROCEEDINGS AT GENERAL MEETINGS

23.1 Quorum

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings shall be twenty Members present in person.

23.2 President to Preside

The President shall, subject to this Constitution, preside as chair 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 Executive Committee Members to preside as chair for that meeting only.

23.3 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 chair 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.

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

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

(d) Except as provided in **Rule 23.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

23.4 Voting Procedure

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

(a) the chair; or

(b) a simple majority of Members.

23.5 Recording of Determinations

Unless a poll is demanded under **Rule 23.4**, a declaration by the chair that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Association shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

23.6 Where Poll Demanded

If a poll is duly demanded under **Rule 23.4** it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chair directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

23.7 Use of technology

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

(b) A Member participating in a General Meeting as permitted under **Rule 23.7(a)** is taken to be present at the meeting and, if the Member votes at the meeting, is taken to have voted in person.

23.8 Procedural irregularities

(a) No decision of the Association, the Executive Committee, any committee or other Executive Committee authorised entity shall be invalid merely because of a failure to give proper notice under this Constitution or the By-Laws or other irregularity in procedure required by this Constitution or the By-Laws unless a person suffers serious prejudice as a result of that failure to give proper notice or irregularity in procedure.

(b) The Association, the Executive Committee, any committee or other Executive Committee authorised entity may confirm an earlier decision which may have been otherwise invalid because of a failure to give proper notice or other irregularity in procedure and the decision shall be deemed to be valid from the time it was originally made.

24. VOTING AT GENERAL MEETINGS

24.1 Members entitled to Vote

Each Member entitled to vote as set out in **Rule 11.1** shall have one vote at General Meetings.

24.2 Casting Vote

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

25. PROXY VOTING

Proxy voting is not permitted at any General Meeting.

26. EXISTING EXECUTIVE COMMITTEE MEMBERS

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

27. POWERS OF THE EXECUTIVE COMMITTEE

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

28. COMPOSITION OF THE EXECUTIVE COMMITTEE

28.1 Composition of the Executive Committee

The Executive Committee shall comprise:

(a) the President;

(b) the Vice President;

(c) the Treasurer;

(d) the Secretary; and

(e) six other Executive Committee Members;

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

28.2 Portfolios

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

28.3 Right to Co-Opt

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

28.4 Appointment of Delegate

(a) The Executive Committee shall, from amongst its members, appoint a Delegate to attend general meetings of SLST for such term as the Executive Committee determines, and otherwise in accordance with the SLST Constitution.

(b) The Association must advise the SLST Chief Executive Officer in writing of its Delegate.

29. ELECTION OF EXECUTIVE COMMITTE MEMBERS

29.1 Nominations of Candidates

(a) Nominations for candidates to be elected to the Executive Committee shall be called for by the Association at least seven days prior to the Annual General Meeting. When calling for nominations the Association 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 Executive Committee from time to time.

(b) Nominations of candidates for election as Executive Committee Members (including the President) shall be:

(i) made in writing, signed by two Members and accompanied by the written consent of the nominee (which may be endorsed on the form of nomination); and

(ii) delivered to the Association not less than 10 days before the date fixed for the holding of the Annual General Meeting, and the Association shall send the nominations to the Members entitled to receive notice under this Constitution together with the agenda for that General Meeting.

(c) If insufficient nominations are received to fill all available vacancies on the Executive Committee the candidates nominated shall, subject to declaration by the chair, be deemed to be elected.

(d) 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 chair, be deemed to be elected.

(e) 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 Executive Committee.

29.2 Voting procedures

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

29.3 Term of Office of Executive Committee Members

The Executive Committee Members shall be elected in accordance with this Constitution every second year, and subject to this Constitution, shall hold office from the conclusion of the Annual General Meeting at which they were elected until the conclusion of the second following Annual General Meeting. Executive Committee Members may be re-elected.

The President, Vice President, Treasurer and Secretary may not serve more than three consecutive two year terms in that role.

30. VACANCIES OF EXECUTIVE COMMITTEE MEMBERS

30.1 Grounds for Termination of Office of Executive Committee Member

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

(a) dies;

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

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

(d) resigns his office in writing to the Association;

(e) is absent without the consent of the Executive Committee from meetings of the Executive Committee held during a period of 6 months;

(f) without the prior consent or later ratification of the Members in General Meeting holds any office of profit under the Association;

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

(h) is removed by Special Resolution;

(i) has been expelled or suspended from membership (without further recourse under these Rules or the SLST constitution); or

(j) would otherwise be prohibited from being a director of a corporation under the *Corporations Act;* 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)*.

30.2 Remaining Executive Committee Members May Act

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

30.3 Casual Vacancy

In the event of a casual vacancy in the office of any Director, the Executive 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.

30.4 No right of appeal

An Executive Committee Member has no right of appeal against their removal from office under this **Rule 30**.

31. MEETINGS OF THE EXECUTIVE COMMITTEE

31.1 Executive Committee to Meet

The Executive Committee 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. An Executive Committee Member may at any time convene a meeting of the Executive Committee within a reasonable time.

31.2 Decisions of Executive Committee

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

31.3 Resolutions not in Meeting

(a) A resolution in writing, signed or assented to by email or other form of visible or other electronic communication by all the Executive Committee Members for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Executive Committee Members duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Executive Committee Members.

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

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

(ii) notice of the meeting is given to all the Executive Committee Members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Executive Committee or these Rules and such notice specifies that Executive Committee Members are not required to be present in person;

(iii) if a failure in communications prevents **Rule 31.3(b)(i)** from being satisfied by that number of Executive Committee Members which constitutes a quorum, and none of such Executive Committee Members are present at the place where the meeting is deemed by virtue of the further provisions of this Rule to be held then the meeting shall be suspended until **Rule 31.3(b)(i)** is satisfied again. If such condition is not satisfied within 15 minutes from the interruption the meeting shall be deemed to have terminated or adjourned; and

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

31.4 Quorum

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

31.5 Notice of Executive Committee Meetings

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

31.6 Conflict of Interest

(a) An Executive Committee Member who has either a conflict of interest or a material personal interest in a matter being considered at an Executive Committee meeting must disclose the nature and extent of that interest to the Executive Committee.

(b) An Executive Committee Member with either a conflict of interest or a material personal interest must not:

(i) be present while the matter is being considered at the meeting unless all other Executive Committee Members present at the meeting agree that the conflicted Executive Committee Member can remain at the meeting; and

(ii) must not vote on the matter.

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

(d) Any declaration made or any general notice as aforesaid given by an Executive Committee Member under this **Rule 31.6** must be recorded in the minutes of the relevant meeting.

(e) An Executive Committee Member is disqualified from:

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

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

except with express resolution of approval of the Executive Committee.

(f) Any contract or arrangement in which any Executive Committee Member is in any way interested which is entered into by or on behalf of the Association without the approval of the Executive Committee, will be voided for such reason.

(g) The nature of the financial interest of such Executive Committee Member must be declared by the Executive Committee Member at the meeting of the Executive 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 Executive Committee after the acquisition of the interest.

(h) A general notice that an Executive Committee Member is a Member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under **Rule 31.6(g)** for such Executive Committee Member and the said transactions. After such general notice it is not necessary for such Executive Committee Member to give a special notice relating to any particular transaction with that firm or company.

(i) Any declaration made or any general notice as aforesaid given by an Executive Committee Member in accordance with this rule must be recorded in the minutes of the relevant meeting.

32. DELEGATIONS

32.1 Executive Committee may Delegate Functions

The Executive 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 Executive Committee determines.

32.2 Delegation by Instrument

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

(a) this power of delegation; and

(b) a function imposed on the Executive Committee by the Act or any other law, or this Constitution or by resolution of the Association in General Meeting.

32.3 Delegated Function Exercised in Accordance With Terms

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

32.4 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 Executive Committee under **Rule 31**. The entity exercising delegated powers shall make decisions in accordance with the Objects, and shall promptly provide the Association with details of all material decisions and shall provide any other reports, minutes and information as the Association may require from time to time.

32.5 Delegation may be Conditional

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

32.6 Revocation of Delegation

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

33. BY-LAWS

33.1 Executive Committee to Formulate By-Laws

The Executive Committee may formulate, issue, adopt, interpret and amend such By-Laws for the proper advancement, management and administration of the Association, the advancement of the Objects and Surf Lifesaving at Carlton Beach as it thinks necessary or desirable. Such By-Laws must be consistent with the Constitution, the SLST constitution, the SLSA constitution and any regulations or by-laws made by SLST or SLSA. If any By-Laws are inconsistent with the SLST or SLSA constitution and regulations the By-Laws shall be null and void and will be inapplicable.

33.2 By-Laws Binding

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

33.3 By-Laws Deemed Applicable

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

33.4 Notices Binding on Members

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

34. FUNDS, RECORDS AND ACCOUNTS

34.1 Source of Funds

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

34.2 Association to Keep Records

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

34.3 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 Executive Committee.

34.4 Association to Retain Records

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

34.5 Executive Committee to Submit Accounts

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

34.6 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.

34.7 Accounts to be Sent to Members

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

34.8 Negotiable Instruments

All negotiable instruments, and all receipts for money paid to the Association, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two duly authorised Executive Committee Members or in such other manner as the Executive Committee determines.

35. AUDITOR

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

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

36. NOTICE

36.1 Manner of Notice

(a) Notices may be given to any person entitled under this Constitution to receive any notice by sending the notice by pre-paid post or where available, 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 the day it is sent unless a report is received advising the electronic mail message was not received at the electronic mail address to which it was sent.

36.2 Notice of General Meeting

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

37. SEAL

37.1 Safe Custody of Seal

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

37.2 Affixing Seal

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

38. ALTERATION OF CONSTITUTION

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

39. INDEMNITY

39.1 Executive Committee Members to be Indemnified

Every Executive Committee Member, officer, auditor, manager, employee or agent of the Association shall be indemnified out of the property or assets of the Association against any liability incurred by him in his capacity as Director, officer, auditor or agent in defending any proceedings, whether civil or criminal, in which judgement 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.

39.2 Association to Indemnify Executive Committee Members

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

(a) in the case of an Executive Committee Member of officer, performed or made whilst acting on behalf of and with the authority, express or implied of the Association; and

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

40. DISSOLUTION

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

41. AUTHORITY TO TRADE

The Association is only authorised to trade in accordance with the Act.

Appendix 1