

# CONSTITUTION OF SCARBORO SURF LIFE SAVING CLUB INC

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## TABLE OF CONTENTS

1.	NAME OF THE CLUB, CLUB COLOURS AND CLUB BADGE	5
2.	DEFINITIONS AND INTERPRETATIONS	5
	2.1 Definitions	
	2.2 Interpretation	
	2.3 Severance	
	2.4 The Act	
3.	OBJECTS	7
4.	POWERS OF THE CLUB	8
5.	INCOME AND PROPERTY OF THE CLUB	8
	5.1 Sole Purpose	
	5.2 Payments to Members	
6.	STATUS AND COMPLIANCE OF CLUB	8
	6.1 Recognition of Club	
	6.2 Constitution of the Club	
	6.3 SLSWA	
	6.4 Amendment of the Constitution	
	6.5 Constitutional Amendment Notification	
7.	MEMBERSHIP	9
	7.1 Minimum Number of Members	
	7.2 Categories of Members	
	7.3 Life Members	
	7.4 Application for Membership	
	7.5 Discretion to Accept or Reject Application	
	7.6 Renewal of Membership	
	7.7 General	
	7.8 Limited Liability	
8.	EFFECT OF MEMBERSHIP	11
9	FEES AND SUBSCRIPTIONS	12
10	REGISTERS	12
	10.1 Register of Members	
	10.2 Inspection of Register of Members	
	10.3 Use of Register of Members	
	10.4 Register of Working with Children Card Holders	
	10.5 Other Registers	
11	DISCONTINUANCE OF MEMBERSHIP	13
	11.1 Notice of Resignation	
	11.2 Expiration of Notice Period	
	11.3 Resignation by Failure to Renew	
	11.4 Discontinuance for Failure to Renew	
	11.5 Forfeiture of Rights	
12	DISCIPLINE OF MEMBERS	14
	12.1 Establishing a Disciplinary Committee	
	12.2 Matters Referred to a Disciplinary Committee	
	12.3 Provisional Suspension	
	12.4 Notice of Alleged Breach	
	12.5 Determination of Disciplinary Committee	
	12.6 Appeal	
13	GRIEVANCE PROCEDURE	16
14	GENERAL MEETINGS	16
	14.1 Annual General Meeting	

	14.2	Power to Convene General Meeting	
	14.3	Notice of General Meeting	
	14.4	No Other Business	
	14.5	Cancellation or Postponement	
	14.6	Written Notice of Cancellation or Postponement	
	14.7	Contents of Notice Postponing General Meeting	
	14.8	Number of Clear Days for postponement	
	14.9	Business at Postponed General Meeting	
	14.10	Non-receipt of Notice	
	14.11	No Proxy Voting	
	14.12	Postal Voting	
15		PROCEEDINGS AT GENERAL MEETING	19
	15.1	Quorum	
	15.2	Requirement for Quorum	
	15.3	Quorum and Time – Special General Meetings	
	15.4	Quorum and Time – AGM	
	15.5	President to Preside	
	15.6	Conduct of General Meetings	
	15.7	Adjournment	
	15.8	Notice of Adjourned Meeting	
	15.9	Questions Decided by Majority	
	15.10	Equality of Votes	
	15.11	Declaration of Results	
	15.12	Poll	
	15.13	Objection to Voting Qualification	
	15.14	Chair to Determine any Poll Dispute	
	15.15	Minutes	
16		VOTES OF MEMBERS	21
17		BOARD OF DIRECTORS	22
	17.1	Composition of the Board	
	17.2	Qualifications	
	17.3	Transitional Arrangements	
	17.4	Remuneration of Directors	
18		ELECTED DIRECTORS	22
	18.1	Director’s Portfolios	
	18.2	Nomination for Board	
	18.3	Form of Nomination	
	18.4	Elections	
	18.5	Term of Appointment	
19		APPOINTED DIRECTORS	23
	19.1	Appointment	
	19.2	Qualifications	
	19.3	Term of Appointment	
20		VACANCIES ON THE BOARD	24
	20.1	Casual Vacancies	
	20.2	Grounds for Termination of Director	
	20.3	Board May Act	
21		POWERS AND DUTIES OF DIRECTORS	25
	21.1	Directors to Manage the Club	
	21.2	Specific Powers of Directors	
	21.3	Time, etc	

	21.4	Code of Conduct	
	21.5	Delegate of Club	
22		PROCEEDINGS AT DIRECTORS MEETINGS	26
	22.1	Directors Meetings	
	22.2	Questions Decided by Majority	
	22.3	Chair’s Casting Vote	
	22.4	Quorum	
	22.5	Convening Meetings	
	22.6	President to Chair	
	22.7	Circulating Resolutions	
	22.8	Validity of Acts of Directors	
	22.9	Directors Interests	
	22.10	Minutes	
23		TELECOMMUNICATION MEETINGS OF THE CLUB	28
	23.1	Telecommunication Meeting	
	23.2	Conduct of Meeting	
24		COMMITTEES AND OFFICERS	29
	24.1	Honorary Officers	
	24.2	Appointed Officers	
	24.3	Standing Committees	
	24.4	Committees Generally	
	24.5	Powers Delegated to Committees	
	24.6	Committee Meetings	
25		BY-LAWS / POLICIES	31
	25.1	Making and Amending By-Laws	
	25.2	Effect of By-Laws	
26		KEEPING AND INSPECTION OF RECORDS	31
	26.1	Records	
	26.2	Inspection of Records	
27		ACCOUNTS	32
	27.1	Records Kept in Accordance with Act	
	27.2	Board to Submit Accounts	
	27.3	Transactions	
	27.4	Expenditure	
	27.5	Auditor	
28		SERVICE OF DOCUMENTS	33
	28.1	Document Includes Notice	
	28.2	Methods of Service on a Member	
	28.3	Methods of Service on the Club	
	28.4	Post	
	28.5	Electronic Transmission	
29		INDEMNITY	33
30		DISSOLUTION	34
31		COMMON SEAL	34
32		SOURCE OF FUNDS	35
33		REGISTERED ADDRESS	35
34		TRANSITIONAL ARRANGEMENTS	35
		SCHEDULE OF AMENDMENTS	36

## **1. NAME OF THE CLUB, CLUB COLOURS AND BADGE**

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- 1.1 The name of the incorporated association is Scarborough Surf Life Saving Club Inc (the Club).
- 1.2 The Club colours shall be Emerald Green, Gold and Black. Any change shall be subject to the approval of SLSWA.
- 1.3 The style and form of the Club Badge will be as defined in the By-Laws from time to time and any change shall be subject to the approval of SLSWA.

## **2. DEFINITIONS AND INTERPRETATIONS**

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### **2.1 Definitions**

In this Constitution unless the context requires otherwise:

**Act** means the *Associations Incorporation Act 2015 (WA)*.

**AGM or Annual General Meeting** means the Annual General Meeting of the Club required to be held by the Club in each calendar year.

**Annual Subscription** means the annual fees payable by each category of Member in advance as determined by the Board under **clause 9(a)**.

**Appointed Director** means a Director appointed under **clause 19**.

**Board or Directors** means the body consisting of the Directors under **clause 17.1**.

**By-Laws** means a By-Law made under **clause 25**.

**Chair** means the person identified under **clause 22.6**.

**Committee** means a committee established by the Board under **clause 24**.

**Constitution** means this Constitution as amended from time to time, and a reference to a particular clause is a reference to a clause of this Constitution.

**Director** means a Director of the Club and includes Elected Directors and Appointed Directors.

**Elected Director** means a Director of the Club elected under **clause 18**.

**Financial Year** means the year commencing 1<sup>st</sup> May in any calendar year.

**General Meeting** means a general meeting of Members and includes the AGM and any Special General Meeting.

**Honorary Officers** means those persons listed under **clause 24.1**.

**ILS** means the international federation for Life Saving – the International Life Saving Federation.

**Individual Member** means a registered, financial Member of the Club in any category as specified in the Club By-Laws from time to time.

**Intellectual Property** means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Club or any activity of or conducted, promoted or administered by the Club.

**Life Member** means a Member admitted to the Club under **clause 7.3**.

**Local Area** means the geographical area at Scarborough Beach in which the Club operates surf lifesaving services as determined with SLSWA and City of Stirling.

**Member** means a member of the Club under **clause 7**.

**Objects** means the objects of the Club in **clause 3**.

**Officers** means those Members who are appointed by the Board under **clause 24.2** to carry out certain functions and/or activities of the Club and whose duties are laid down in the By-Laws.

**Policy** means a policy made under **clause 25**.

**Register** means the register of Members kept in accordance with **clause 10.1**.

**Season** means the standard patrol season as defined from time to time by SLSWA.

**Special General Meeting** means a General Meeting other than an Annual General Meeting.

**Special Resolution** means a resolution passed in accordance with section 51 of the Act, in that it is passed by a not less than three fourths majority of the members present and entitled to vote.

**SLSA** means Surf Life Saving Australia Limited, the national organisation for Surf Life Saving in Australia.

**SLSWA** means Surf Life Saving Western Australia Incorporated, the State Centre for Surf Life Saving in Western Australia.

**Voting Member** means those Members of the Club as set out under **clause 16**.

## **2.2 Interpretation**

In this Constitution unless the context requires otherwise:

- (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 any other gender;
- (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 By-Law or Policy includes reference to the other, the terms being interchangeable;
- (h) 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

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

### **2.3 Severance**

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

### **2.4 The Act**

- (a) In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act.
- (b) The model rules created under the Act are displaced by this Constitution and accordingly do not apply to the Club.

## **3. OBJECTS**

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

- 3.1 Affiliate and otherwise liaise with SLSWA to do all things necessary to promote and advance the study, conduct, practice, control and administration of the many aspects of Surf Lifesaving devoted to aquatic safety, management and preservation of life in the aquatic environment.
- 3.2 Liaise and co-operate with the City of Stirling on measures that are necessary to ensure the safety of the public on Scarborough Beach and other agreed patrol areas within the Local Area.
- 3.3 Strive for and maintain government, commercial and public recognition of the Club as the authority on Surf Lifesaving in the Local Area.
- 3.4 Encourage Members to realise their potential and athletic abilities by providing them the opportunity of education, training and participation in Surf Lifesaving competition through provision of intra-club activities and entry into inter-club competitions.
- 3.5 Foster, regulate, organise and manage examinations, competitions, displays and other activities and to issue badges, medallions and certificates and award trophies and prizes to successful Members.
- 3.6 Adopt and implement appropriate policies, including in relation to 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 by the Club and in Surf Lifesaving.
- 3.7 Establish, grant, seek and support awards to Members worthy of recognition for extensive and outstanding service, hard and meritorious rescues, deeds of exceptional bravery and other distinguished service and acts performed from time to time in the course of Surf Lifesaving or other fields of endeavour.
- 3.8 Have regard to the public interest in its operations.
- 3.9 Undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of the Club, Surf Lifesaving and these Objects.

#### **4. POWERS OF THE CLUB**

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Solely for furthering the Objects, the Club, in addition to any other powers it has under the Act, has the legal capacity and powers of a company limited by guarantee as set out under section 124 of the *Corporations Act 2001* (Cth).

#### **5. INCOME AND PROPERTY OF THE CLUB**

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##### **5.1 Sole Purpose**

The income and property of the Club must be applied solely towards the promotion of the Objects of the Club.

##### **5.2 Payments to Members**

No part of the income or property of the Club may be paid or otherwise distributed, directly or indirectly, to any Member except for payments to a Member in good faith in the promotion of the Objects as follows:

- (a) in return for any services rendered or goods supplied; or awards presented; or travel subsidies as authorised by the Board in the ordinary and usual course of business of the Club; 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 the Club.

#### **6. STATUS AND COMPLIANCE OF CLUB**

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##### **6.1 Recognition of Club**

The Club is a member of SLSWA and as such a member of SLISA and is recognised by SLSWA as the entity responsible for the delivery of surf lifesaving services in the Local Area and is subject to compliance with the SLSWA constitution. The SLSWA constitution shall continue to be so recognised and the Club shall administer surf lifesaving services in the Local Area in accordance with the Objects and the objects of SLSWA.

##### **6.2 Constitution of the Club**

This Constitution will clearly reflect the Objects of SLSWA and SLISA and will conform to the Constitution of SLSWA, subject always to the Act.

##### **6.3 SLSWA**

The Club must not resign, disaffiliate or otherwise seek to withdraw from SLSWA without approval by Special Resolution.

##### **6.4 Amendment of the Constitution**

- (a) No addition, alteration or amendment shall be made to this Constitution unless the same has been approved by Special Resolution at a General Meeting.
- (b) Notice of intent to amend the Constitution, together with details of any such proposed amendment/s and the reason for such, shall be issued in accordance with **clause 14.3 (c)**.

## **6.5 Constitutional Amendment Notification**

- (a) Within one (1) month of the passing of a Special Resolution to amend the Constitution, the Board shall provide to the Commissioner of the government agency responsible for administration of the Act certified particulars of the change. No effect will be given to the change without prior approval of the Commissioner.
- (b) Within one (1) month of the passing of a Special Resolution to amend the Constitution, the Board shall provide to the Director of Liquor Licensing, certified particulars of the change. No effect will be given to the change without prior approval of the Director.
- (c) The Board must notify the Australian Taxation Office within one (1) month of any alterations made to the Constitution which will affect the Club's entitlement for endorsement as a public benevolent organisation.
- (d) In accordance with requirements of affiliation, the Board must notify SLSWA of any alterations made to the Constitution.

## **7. MEMBERSHIP**

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### **7.1 Minimum Number of Members**

The Club must have at least six (6) Voting Members.

### **7.2 Categories of Members**

The Members of the Club shall consist of:

- (a) Life Members, appointed in accordance with **clause 7.3**;
- (b) Individual Members, in any category as specified in the By-Laws from time to time;
- (c) Temporary Members:
  - (i) who shall be any person who is on any day visiting the Club as a member of any other Surf Life Saving Club, or an official of SLSWA or SLSA, that is to engage in a pre-arranged event with the Club conducted for the purposes of one of the Club's principal Objects; or, that is to hold a pre-arranged function at the Club involving the use of the club's facilities; may, for the purposes of the Liquor control Act 1988, be taken to be a person who is accorded temporary membership of the Club on that day in accordance with the provisions of the Liquor Control Act 1988.
  - (ii) Temporary members shall not be subject to any of the provisions under **clauses 7.4, 7.5 and 7.6** and shall not have any right to receive notice of General Meetings or be present or vote at General Meetings.
- (d) such new or other categories of Members as may be established by the Board. Any new category of Member established by the Board cannot be granted voting rights without the approval of the Club in General Meeting.

### **7.3 Life Members**

- (a) Life Membership may be granted to current or past Members who have rendered special and outstanding service to the Club and have completed at last ten (10) years consecutive membership from the age of 18 years or twelve (12) years in the case of broken service, in any case excluding leave of absence.

- (b) Life Members shall be appointed by the Life Membership Committee, defined under **clause 24.3(d)**, which shall report any such appointment to the next Annual General Meeting following such appointment.

#### **7.4 Application for Membership**

- (a) Subject to this Constitution, to be eligible for membership as a Member, except as a Life Member which is governed by **clause 7.3**, the applicant must be a natural person and meet any other criteria set by the Board from time to time.
- (b) Subject to this Constitution or any procedures set by the Board from time to time, an application for membership as a Member except a Life Member must be:
  - (i) in writing on the form prescribed from time to time by the Board (if any), from the applicant or their nominated representative and lodged with the Club; and
  - (ii) accompanied by the appropriate fee (if any).

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

- (a) The Board may accept or reject an application, irrespective of whether:
  - (i) the applicant is a new applicant making an application under **clause 7.4** or an expiring Member reapplying under **clause 7.6**; or
  - (ii) the applicant has complied with the requirements in **clause 7.4** or not.
- (b) Where the Board accepts an application, the applicant shall become a Member and shall complete a club induction as may be determined by the Board. Membership shall be deemed to commence upon acceptance of the application by the Board. The Register shall be amended accordingly as soon as practicable.
- (c) Where the Board rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Club.
- (d) The Board is not required or compelled to provide any reason for such acceptance or rejection. There is no right of appeal where the Board rejects an application for membership, whether a new application or a renewal application.

#### **7.6 Renewal of Membership**

- (a) Membership of the Club (other than Life Membership) expires annually at 5.00pm on the day immediately prior to the Annual General Meeting. Members (other than Life Members) must reapply for membership of the Club each Financial Year and in accordance with the procedures set down by the Board from time to time.
- (b) Life Members, in order to retain current active membership status in consideration of the provisions of this Constitution, shall comply with any SLSA requirements that may apply at any time.
- (c) The Board may accept or reject a reapplication for membership in accordance with **clause 7.5**.
- (d) Upon reapplication a Member must provide details of any change in their personal details, and any other information reasonably required by the Board.

## 7.7 General

- (a) No Member whose membership ceases has any claim against the Club or the Board for damages or otherwise arising from cessation or termination of membership.
- (b) Membership is personal to each Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.
- (c) Members must treat all staff, contractors and representatives of the Club and all other Members with respect and courtesy at all times.
- (d) Members must not act in a manner unbecoming of a Member or prejudicial to the Objects and/or interests of the Club, SLSWA or surf lifesaving.

## 7.8 Limited Liability

Members have no liability except as set out in **clause 30.1(b)**.

## 8. EFFECT OF MEMBERSHIP

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- (a) Members acknowledge and agree that:
  - (i) this Constitution constitutes a contract between each of them and the Club and that they are bound by this Constitution, the By-Laws, the SLSWA constitution and the SLSA constitution and regulations;
  - (ii) they shall comply with and observe this Constitution, the By-Laws and the SLSWA constitution, the SLSA constitution and any determination, resolution or policy which may be made or passed by the Board or any duly authorised committee;
  - (iii) by submitting to this Constitution and the By-Laws they are subject to the jurisdiction of the Club;
  - (iv) this Constitution is made in pursuit of a common purpose, namely for the mutual and collective benefit of the Club, the Members and surf lifesaving;
  - (v) this Constitution and By-Laws are necessary and reasonable for promoting the Objects and particularly the advancement and protection of the Club;
  - (vi) neither membership of the Club nor this Constitution gives rise to:
    - (A) any proprietary right of Members in, to or over the Club or its property or assets;
    - (B) any automatic right of a Member to renewal of their membership of the Club;
    - (C) subject to the Act and the Club acting in good faith, the right of Members to natural justice unless expressly provided for in this Constitution; and
  - (vii) they are entitled to all benefits, advantages, privileges and services of Club membership.

## 9. FEES AND SUBSCRIPTIONS

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- (a) The Board must determine from time to time:
  - (i) the amount (if any) payable by an applicant for membership;
  - (ii) the amount of the annual membership fee payable by each Member, or any category of Members;
  - (iii) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and
  - (iv) the payment method and due date for payment.
- (b) The Board is empowered to prevent any Member whose Annual Subscription or any other fees or obligations as a Member are in arrears from exercising the whole or any of the rights or privileges of membership of the Club, including but not limited to the right to vote at General Meetings.

## 10. REGISTERS

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### 10.1 Register of Members

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

- (a) the full name, one or more of the residential or postal or email address, category of membership, and date of entry of each Member including Life Members;
- (b) the full name, one or more of the residential or postal or email address and date of entry to office of each Director, person who is authorised to use the common seal of the Club and any person appointed to act as trustee on behalf of the Club; and
- (c) where applicable, the date of termination of membership of any Member.

Members, Directors and any person referenced in this **clause 10.1** shall provide notice of any change and required details to the Club within 28 days of such change.

### 10.2 Inspection of Register of Members

- (a) Having regard to the Act and subject to this **clause 10.2**, the Register shall be available for inspection and copying by Members, upon reasonable request to the Board. A Member may also in writing request the Board provide the Member with a copy of the Register.
- (b) Where a Member wishes to copy, or wishes to receive a copy, of the Register, the Member must first provide to the Board a statutory declaration setting out the purpose for which the copy is required and declaring the purpose is connected with the affairs of the Club.
- (c) Subject to the Act, the Board may determine a reasonable charge for the cost of complying with a request under **clause 10.2(a)**.

### 10.3 Use of Register of Members

Subject to the Act, confidentiality considerations and privacy laws:

- (a) the Board may use the Register to further the Objects, in such manner as the Board considers appropriate; and

- (b) a Member must only use or disclose information in the Register for a purpose that is in good faith, is directly connected with the affairs of the Club or that is related to the administration of the Act.

#### **10.4 Register of Working with Children Card Holders**

- (a) The Club shall keep and maintain a Register of Working with Children card holders in accordance with the WWC Act in which shall be entered (as a minimum):
  - (i) a list of all members, employees and volunteers, identifying those engaged in child-related work with the Club;
  - (ii) WWC check application numbers (where applicable), WWC Card numbers and expiry dates for all members, employees and volunteers in child-related work;
  - (iii) copies of WWC Cards for all members, employees and volunteers engaged in child-related work;
  - (iv) all notifications received from the WWC Screening Unit
  - (v) copies of any WWC Card validations from the WWC Check website; and
  - (vi) any Interim Negative Notice(s) or Negative Notice(s) issued and the action taken by the Club as a result.
- (b) This information should be:
  - (i) stored securely;
  - (ii) remain confidential; and
  - (iii) updated regularly.

#### **10.5 Other Registers**

Other Registers may be kept by the Club as determined by the Board from time to time, of Assets, Resolutions, Risks, etc. The use of such Registers and access by members and others shall be as may be determined by the Board on request.

### **11. DISCONTINUANCE OF MEMBERSHIP**

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#### **11.1 Notice of Resignation**

Any Member who has paid all monies due and payable to the Club may resign from the Club by giving thirty days' notice in writing to the Board of such intention to resign. Upon the expiration of that period of notice, the Member shall cease to be a member.

#### **11.2 Expiration of Notice Period**

Upon the expiration of a notice given under **clause 11.1**, an entry, recording the date on which the Member who gave notice ceased to be a Member, shall be recorded in the Register.

#### **11.3 Resignation by Failure to Pay Subscription**

- (a) Subject to **clause 11.4**, a Member is taken to have resigned if:

- (i) the Member's Annual Subscription is outstanding more than one month after the due date determined by the Board in accordance with **clause 9(a)(iv)**; or
- (ii) no Annual Subscription is payable:
  - (A) the Board has made a written request to the Member to confirm that they wish to remain a Member; and
  - (B) the Member has not, within one month after receiving that request, confirmed in writing that they wish to remain a Member.
- (b) Should a sufficient explanation be made to the Board for the failure to pay subscription or reason for not responding to a request, the Board shall have the power to restore the Membership upon payment of the amount due (if any).

#### **11.4 Discontinuance for Failure to Renew**

Membership of the Club (except Life Membership) is automatically discontinued if a Member (except a Life Member) has not reapplied for membership of the Club before the end of the first month of rostered patrols in each season.

#### **11.5 Forfeiture of Rights**

A Member who ceases to be a Member, for whatever reason, shall forfeit all right in and claim upon the Club and its property.

### **12. DISCIPLINE OF MEMBERS**

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#### **12.1 Establishing a Disciplinary Committee**

- (a) Annually, at its first meeting following the AGM, the Board shall appoint a Disciplinary Committee, which committee shall act in accordance with this Constitution to consider and deliberate on all matters referred to it by the Board.
- (b) The Disciplinary Committee shall comprise five (5) Life Members, any three (3) of whom shall be called by the Board to convene as a disciplinary committee to hear any matter referred to it by the Board.
- (c) Nominations for membership of the Disciplinary Committee shall be called with the notice of the AGM, shall be in writing signed by the nominee and bear the signatures of the nominator and seconder, both of whom shall be Members with the right to vote. Nominations shall be submitted to the Director of Administration, or their nominee, at the AGM, who will cause such nominations to be submitted to the Board in accordance with **clause 12.1 (a)**.

#### **12.2 Matters Referred to the Disciplinary Committee**

Where the Board is advised of an allegation (not being vexatious, trifling or frivolous) or considers that a Member has allegedly:

- (a) breached, failed, refused or neglected to comply with a provision of this Constitution, the By-Laws or any resolution or determination of the Board or any duly authorised Committee; or
- (b) acted in a manner unbecoming of a Member or prejudicial to the Objects and the interests of the Club and/or surf lifesaving, or another Member; or
- (c) brought themselves, another Member, the Club or surf lifesaving into disrepute,

and that the alleged misconduct is not covered under the By-Laws to be dealt with by the Beach Operations Committee, the Board may by resolution and in accordance with **clause 24(e)**, call on the Disciplinary Committee to convene to hear a matter against any Member and to determine what action, if any, to take against that Member (**Disciplinary Hearing**), and that Member, will be subject to, and submits unreservedly to the jurisdiction, disciplinary procedures and penalties and the appeal mechanisms (if any) in this Constitution.

### **12.3 Provisional Suspension**

- (a) upon referring a matter to the Disciplinary Committee in accordance with **clause 12.2** the Board may by resolution provisionally suspend the Member subject to the Disciplinary Hearing until such time as the Disciplinary Committee makes a finding.
- (b) a Director may suspend any Member who disobeys instructions when given in time of emergency or who is considered to have committed an act of misconduct in accordance with **clause 12.2 (a)**. In such case the Director concerned shall, as soon as is practical, report the matter to the Board, whereupon the Board will act in accordance with **clause 12.2**.
- (c) the Disciplinary Committee may lift a provisional suspension prior to making a finding at the Disciplinary Hearing.

### **12.4 Notice of Alleged Breach**

- (a) Where a Disciplinary Committee is convened, the Board shall cause to be served on the Member not earlier than 14 days and not later than seven (7) days before the Disciplinary Hearing is to be held, a notice in writing:
  - (i) setting out the alleged breach by the Member and the grounds on which it is based;
  - (ii) stating that the Member may address the Disciplinary Committee at the Disciplinary Hearing;
  - (iii) stating the date, place and time of that Disciplinary Hearing; and
  - (iv) informing the Member that they may do one or more of the following:
    - (A) attend that Disciplinary Hearing either individually or accompanied by one other person (who cannot be trained or qualified in any capacity in relation to the law); and/or
    - (B) give the Disciplinary Committee prior to or at that meeting a written statement regarding the alleged breach.

### **12.5 Determination of Disciplinary Committee**

- (a) The Disciplinary Committee shall ensure that the Disciplinary Hearing accords with the principles of natural justice by ensuring that before determining whether the alleged breach occurred:
  - (i) the Member has the opportunity to be heard and to call witnesses; and
  - (ii) due consideration is given to any written statement submitted by the Member or a witness.
- (b) If the Disciplinary Committee determines there was a breach under **clause 12.1**
  - (i) it will determine what penalty (if any) shall be given to the Member;

- (ii) advise the Member concerned of the determination and the Member's right of Appeal, should a penalty be determined;
  - (iii) cause the determination to be conveyed to the member in writing within 48 hours; and
  - (iv) give notice of this to the Board.
- (c) The penalties able to be given to the Member by the Disciplinary Committee include:
- (i) expel a Member from the Club; or
  - (ii) suspend a Member from membership of the Club or accessing certain privileges of membership for a specified period; or
  - (iii) impose a financial penalty; or
  - (iv) impose such other penalty, action or educative process as the Disciplinary Committee sees fit.

## 12.6 Appeal

An appeal against a decision of a Disciplinary Committee will be governed by SLSA Regulation 5.2 (as amended from time to time).

## 13. GRIEVANCE PROCEDURE

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- (a) The grievance procedure set out in this clause applies to disputes relating to this Constitution between a Member and the Club.
- (b) The parties to the dispute must meet (which may, if agreed by the parties, take place by using any technology that allows the parties to clearly and simultaneously communicate with each other) and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all parties.
- (c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties may, within 10 days, refer the dispute to the State Administration Tribunal (SAT), (or such other similar body in circumstances where the SAT is no longer in existence) for resolution.
- (d) The Board may prescribe additional grievance procedures in By-Laws consistent with this **clause 13**.

## 14. GENERAL MEETINGS

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### 14.1 Annual General Meeting

- (a) The Annual General Meeting of the Club should be held before June 30 on a date fixed by the Board, otherwise at least once in each calendar year and at least five (5) months after the end of the Financial Year, in accordance with the Act.
- (b) Business to be transacted shall include:
  - (i) to receive and adopt the Annual Report and Financial Statements of the Club for the previous year concluded;
  - (ii) to elect Directors and Honorary Officers; and

- (iii) to consider any notices of motion or other business as may be properly transacted at a General Meeting.

#### **14.2 Power to Convene General Meeting**

- (a) The Board may convene a General Meeting when they think fit and must do so if required by the Act.
- (b) At an appropriate time and in accordance with **clause 14.3**, the Board will cause to be circulated Notice of a Special General Meeting to be held at a date and time not later than 15 December. However, in the event of there being no notices of motion received within the time specified for the receipt of such, then the meeting may be cancelled or held as a general forum at the sole discretion of the Board.
- (c) The Board must, within seven (7) days of receipt of a requisition in writing, which shall clearly state the business to be conducted, from at least thirty (30) Voting Members or twenty percent (20%) of Voting Members, whichever is the greater number, convene a General Meeting.

#### **14.3 Notice of General Meeting**

- (a) Notice of a General Meeting of Members must be given:
  - (i) to all Members, the Directors, and the auditor of the Club; and
  - (ii) in accordance with **clause 28** and the Act.
- (b) At least thirty five (35) days' notice of the time and place of a General Meeting must be given to all Voting Members. On such Notice the Board will include a request for notices of motion for consideration at the meeting, which must be received no less than twenty one (21) days prior to the meeting.
- (c) At least fourteen (14) days' prior to a General Meeting, the Board will cause to be issued to all Voting Members an Agenda, which shall include:
  - (i) all information required to be included in accordance with the Act;
  - (ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;
  - (iii) where applicable, any notice of motion received from any Voting Member or Director; and
  - (iv) where applicable, a list of all nominations received for positions to be elected at the relevant General Meeting.

#### **14.4 No Other Business**

No business other than that stated in the notice of meeting may be transacted at a General Meeting.

#### **14.5 Cancellation or Postponement of General Meeting**

Where a General Meeting (including an AGM) is convened by the Directors they may, if they think fit, cancel the meeting or postpone the meeting to a date and time they determine. However, this clause does not apply to a General Meeting convened by:

- (a) Voting Members according to the Act;

- (b) the Board at the request of Members;
- (c) the Board at the request of the Department of Public Service; or
- (d) a Court.

#### **14.6 Written Notice of Cancellation or Postponement of General Meeting**

Notice of the cancellation or postponement of a General Meeting must state the reasons for doing so and be given to:

- (a) each Member; and
- (b) each other person entitled to notice of a General Meeting under this Constitution or the Act,

at least seven (7) days prior to the date of the General Meeting.

#### **14.7 Contents of Notice Postponing General Meeting**

A notice postponing a General Meeting must specify:

- (a) the new date and time for the meeting;
- (b) the place where the meeting is to be held, which may be either the same as or different from the place specified in the notice originally convening the meeting; and
- (c) if the meeting is to be held in two (2) or more places, the technology that will be used to hold the meeting in that manner.

#### **14.8 Number of Clear Days for Postponement of General Meeting**

The number of clear days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of clear days' notice of that General Meeting required to be given by **clause 14.6**.

#### **14.9 Business at Postponed General Meeting**

The only business that may be transacted at a postponed General Meeting is the business specified in the notice originally convening the meeting.

#### **14.10 Non-receipt of Notice**

The non-receipt of a notice convening, cancelling or postponing a General Meeting by, or the accidental omission to give a notice of that kind to, a person entitled to receive it, does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of the meeting.

#### **14.11 No Proxy Voting**

Proxy voting is not permitted at General Meetings of the Club.

#### **14.12 Postal Voting**

Postal voting or voting by electronic communication at General Meetings of the Club may be permitted from time to time in such instances as the Board may determine and shall be conducted in accordance with procedures prescribed by the Board.

## **15. PROCEEDINGS AT GENERAL MEETING**

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### **15.1 Number for a Quorum**

The number of Voting Members who must be present and eligible to vote for a quorum to exist at a General Meeting is thirty (30) Voting Members or, twenty percent (20%) of Voting Members, whichever is the greater number.

### **15.2 Requirement for a Quorum**

An item of business may not be transacted at a General Meeting unless a quorum is present and remains throughout the General Meeting.

### **15.3 Quorum and Time – Special General Meetings**

If within 30 minutes after the time appointed for a Special General Meeting, or at any other time during the meeting, a quorum is not present, the meeting:

- (a) if convened by, or on requisition of, Members is dissolved; and
- (b) in any other case stands adjourned to such other day, time and place as the chair determines.

### **15.4 Quorum and Time – AGMs**

- (a) If within 30 minutes after the time appointed for an AGM, or at any other time during the meeting, a quorum is not present, the AGM stands adjourned to such other day, time and place as the chair determines.
- (b) Where an AGM has been adjourned under **clause 15.4(a)**, such Voting Members as are present on the adjourned date shall constitute a quorum.

### **15.5 President to Preside Over General Meetings**

- (a) The President is entitled to preside as Chair at General Meetings.
- (b) If a General Meeting is convened and the President is not present within 15 minutes after the time appointed for the meeting or is unable or unwilling to act, the following may preside as Chair (in order of entitlement):
  - (i) a Director (or other person) chosen by a majority of the Directors present;
  - (ii) the only Director present; or
  - (iii) a Voting Member chosen by a majority of the Voting Members present.

### **15.6 Conduct of General Meetings**

- (a) The Chair of a General Meeting:
  - (i) has charge of the general conduct of the meeting and of the procedures to be adopted;
  - (ii) may require the adoption of any procedure which in their opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and

- (iii) may, having regard where necessary to the Act or the *Corporations Act 2001* (Cth), terminate discussion or debate on any matter whenever they consider it necessary or desirable for the proper conduct of the meeting.

- (b) A decision by the chair under this **clause 15.6** is final.

#### **15.7 Adjournment of General Meeting**

- (a) The chair may with the consent of any General Meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.
- (b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the members present.
- (c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

#### **15.8 Notice of Adjourned Meeting**

- (a) It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 30 days or more.
- (b) In that case, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

#### **15.9 Questions Decided by Majority**

Subject to the requirements of the Act (if any) and except in the case of a Special Resolution, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it.

#### **15.10 Equality of Votes**

Where an equal number of votes are cast in favour of and against a resolution, that resolution is not carried. For the avoidance of doubt the chair does not have a casting vote where voting is equal.

#### **15.11 Declaration of Results**

- (a) At any General Meeting, a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.
- (b) 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 minutes of the meetings of the Club, is conclusive evidence of the fact.
- (c) Neither the chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

#### **15.12 Poll**

- (a) If a poll is properly demanded in accordance with the *Corporations Act 2001* (Cth) or by the chair of the meeting, it must be taken in the manner and at the date and time directed by the chair, and the result of the poll is the resolution of the meeting at which the poll was demanded. On a poll, each Voting Member will have the number of votes fixed under **clause 16**.

- (b) A poll demanded on the election of a chair or on a question of adjournment must be taken immediately.
- (c) A demand for a poll may be withdrawn.
- (d) A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

### **15.13 Objection to Voting Qualification**

- (a) An objection to the right of a person to attend or vote at a General Meeting (including an adjourned meeting):
  - (i) may not be raised except at that meeting; and
  - (ii) must be referred to the chair, whose decision is final.
- (b) A vote not disallowed under the objection is valid for all purposes.

### **15.14 Chair to Determine any Poll Dispute**

If there is a dispute about the admission or rejection of a vote, the chair must decide it and the chair's decision made in good faith is final.

### **15.15 Minutes**

- (a) The Board must ensure that minutes are taken and kept of each General Meeting.
- (b) The minutes must record:
  - (i) the business considered at the meeting;
  - (ii) any resolution on which a vote is taken and the result of the vote; and
  - (iii) the names of persons present at all meetings.
- (c) In addition, the minutes of each Annual General Meeting must include:
  - (i) the financial statements submitted to the Members in accordance with the Act; and
  - (ii) any audited accounts and auditor's report or report of a review accompanying the financial statements that are required under the Act.

## **16. VOTES OF MEMBERS**

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- (a) at a General Meeting, on a show of hands and on a poll, each Voting Member shall have one vote.
- (b) voting at General Meetings shall be restricted to those Members in any category of Active, Reserve Active or Long Service, as laid down by SLSA and defined in the By-Laws; Life Members; Directors of the Club and those Members in any other category appointed by the Board as Officers.
- (c) all such Members must not be in arrears of fees or other obligations for the current season in accordance with **clause 9(b)** or, in the case of the AGM, for the ensuing season prior to the start of the meeting.

- (d) no Members other than Voting Members are entitled to vote at General Meetings.

## **17. BOARD OF DIRECTORS**

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### **17.1 Composition of the Board**

The Board shall consist of:

- (a) seven (7) Elected Directors all of whom will be elected under **clause 18.4**; and
- (b) up to 2 additional Appointed Directors who shall be appointed in accordance with **clause 19**.

### **17.2 Qualifications**

The Board may determine from time to time, job descriptions and qualifications for Directors. Eligibility is also subject to a potential Director meeting the requirements of the Act.

### **17.3 Transitional Arrangements**

- (a) Notwithstanding any other clause of this Constitution, the transitional arrangements set out at **clause 34(b)** shall apply from the date of adoption of this Constitution.

### **17.4 Remuneration of Directors**

A Director must not be paid for services as a Director but, with the approval of the Directors and subject to the Act, may be:

- (a) where approved by resolution of a General Meeting, paid by the Club for services rendered to it other than as a Director; and
- (b) reimbursed by the Club for their reasonable travelling, accommodation and other expenses when:
  - (i) travelling to or from meetings of the Board, a Committee or the Club; or
  - (ii) otherwise engaged on the affairs of the Club.

## **18. ELECTED DIRECTORS**

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### **18.1 Elected Directors' Portfolios**

The seven (7) Elected Directors of the Club shall be:

- a) President, Director Administration, Director Business Development, Director Finance, Director Beach Operations, Director Surf Sports, Director Member Services.
- b) Directors' portfolio responsibilities shall be as defined in the By-Laws.

### **18.2 Nomination for Board**

Nominations of Members for Elected Directors shall be called for by the Board at least thirtyfive (35) days prior to the General Meeting at which the election is to be held.

### **18.3 Form of Nomination**

Nominations must be:

- (a) in writing on the prescribed form;

- (b) signed by a Voting Member;
- (c) certified by the nominee expressing their willingness to accept the position for which they are nominated; and
- (d) delivered to the Club, as stated on the notice calling for nominations, not less than twenty one (21) days before the date fixed for the holding of the General Meeting.

#### **18.4 Elections**

- (a) If the number of nominations received for positions on the Board is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Board, then those nominated shall only be declared elected if they are elected by a simple majority of members by secret ballot. If after the poll, a simple majority has not been achieved, the positions will be deemed casual vacancies under **clause 20.1**.
- (b) If there are insufficient nominations received to fill all vacancies on the Board, the positions will be deemed casual vacancies under **clause 20.1**.
- (c) 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 order drawn by ballot, for each vacancy on the Board.
- (d) The voting shall be conducted in such manner and by such method as may be determined by the Board from time to time.

#### **18.5 Term of Appointment**

- (a) Subject to this Constitution, and in particular **clauses 17.3** and **18.5(b)**, Elected Directors shall be elected in accordance with this Constitution for a term of two (2) years, which shall commence from the conclusion of the General Meeting at which the election occurred until the conclusion of the second Annual General Meeting following.
- (b) To ensure rotational terms:
  - (i) at the first AGM following adoption of **clause 18.5(a)**, President, Director Administration and Director Beach Operations shall retire at the first AGM after their election; and
  - (ii) Director Finance, Director Business Development, Director Surf Sports and Director Member Services shall retire at the second AGM after their election;
  - (iii) after which subsequent elections shall proceed in accordance with the rotational terms under **clause 18.5(a)**
- (c) No person who has served as an Elected Director for a period of three (3) consecutive full terms (6 years) shall be eligible for re-election as a Director for at least one (1) year following the date of conclusion of their last term as a Director.

### **19. APPOINTED DIRECTORS**

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#### **19.1 Appointment of Appointed Director**

The Elected Directors may appoint up to two (2) Appointed Directors in accordance with this Constitution.

## 19.2 Qualifications for Appointed Directors

Appointed Directors should have skills that complement and/or supplement any skill gaps that may exist on the Board, with the aim of ensuring that the Board has all the necessary skills to govern the organisation. Appointed Directors do not need to be Individual Members or have experience in, or exposure to, surf lifesaving.

## 19.3 Term of Appointment

- (a) Directors appointed under **clause 19.1** may be appointed by the Elected Directors in accordance with this Constitution for a term of up to two (2) years, which shall commence and conclude on dates as determined by the Elected Directors.
- (b) Following the adoption of this Constitution, no person who has served as an Appointed Director for a period of up to two (2) consecutive full terms (4 years) shall be eligible for re-appointment as a Director for at least one (1) year following the date of conclusion of their last term as a Director.

## 20. VACANCIES ON THE BOARD

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### 20.1 Casual Vacancies

- (a) Any casual vacancy that occurs in the position of an Elected Director may be filled by the remaining Elected Directors from among appropriately qualified persons.
- (b) Any casual vacancy filled in the first year of a term shall be put to the next AGM for endorsement in accordance with **clause 18.4(a)**, notwithstanding that any casual vacancy may only be filled for the remainder of the vacating Director's term under this Constitution.
- (c) Any period served under this **clause 20.1** counts as a full term for the purposes of **clause 18.5(c)**.

### 20.2 Grounds for Termination 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 their creditors generally;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (d) resigns their office in writing to the Club;
- (e) is absent without an apology to the Board from two (2) consecutive meetings of the Board;
- (f) is an employee of the Club;
- (g) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of their interest;
- (h) after reasonable consideration by the Board it determines the Director:

(i) has acted in a manner unbecoming or prejudicial to the Objects and/or interests of the Club and/or surf lifesaving; or

(ii) has brought themself, the Club or surf lifesaving into disrepute,

provided the Director is first given the opportunity to make written or oral submissions to the Board before a determination is made;

(i) is removed by Special Resolution; or

(j) would otherwise be prohibited from sitting on the Board under the Act or from being a director of a corporation under the *Corporations Act 2001* (Cth).

### **20.3 Board 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 the Board, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum or to convene a General Meeting.

## **21. POWERS AND DUTIES OF DIRECTORS**

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### **21.1 Directors to Manage the Club**

(a) The Directors are to manage the Club's business and may exercise those of the Club's powers that are not required, by the Act or by this Constitution, to be exercised by the Club in General Meeting.

(b) Where there exists a question of interpretation of any clause contained within this Constitution, then the Board shall make that determination provided there is no discrepancy with anything contained in the Act.

### **21.2 Specific Powers of Directors**

(a) Without limiting **clause 21.1**, the Board may exercise all the Club's powers to manage the Club's funds, to borrow or raise money, to charge any property or business or to give any other security for a debt, liability or obligation of the Club or of any other person; and

(b) Engage employees of the Club under such terms and conditions as may be determined by the Board, who shall be responsible to the Board and shall act in accordance with a statement of performance outcomes as determined on appointment.

### **21.3 Time, etc.**

Subject to the Act, where this Constitution requires that something be done by a particular time, or within a particular period, or that an event is to occur or a circumstance is to change on or by a particular date, the Board may in its absolute discretion, extend that time, period or date as it thinks fit.

### **21.4 Code of Conduct**

The Board shall:

(a) adopt a code of conduct for Directors; and

- (b) periodically review the code of conduct in light of the general principles of good corporate governance.

### **21.5 Delegate of Club**

- (a) the Board shall appoint a delegate to attend meetings and events on the Club's behalf from time to time. This shall include, but is not limited to, representing the Club at general meetings of SLSWA.
- (b) the Club's delegate must be:
  - (i) an Individual Member over the age of 18 years;
  - (ii) not be in arrears of other fees or obligations in accordance with **clause 9(b)**;
  - (iii) be empowered by the Board to make decisions and vote in proceedings at meetings of SLSWA on the Club's behalf; and
  - (iv) not be a delegate for more than one member club of SLSWA.
- (c) the Board shall advise SLSWA prior to a relevant meeting or event of who its delegate will be. If the Club does not provide notification to SLSWA, the President of the Club shall be deemed to be the delegate. The Club shall advise SLSWA within seven days of any change to its nominated delegate.

## **22. PROCEEDINGS AT DIRECTORS MEETINGS**

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### **22.1 Directors Meetings**

- (a) subject to **clause 22.1(b)**, the Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- (b) the Directors must meet within 14 days of the AGM to review the Club's governance principles and conduct business as determined under this Constitution; and at least five (5) other times prior to the next AGM.
- (c) within 21 days of its first meeting following the AGM, the Directors shall cause to be held a meeting of the Directors and Appointed Officers to set out a course of action for the ensuing season, among other things as may be pertinent.

### **22.2 Questions Decided by Majority**

A question arising at a Board meeting is to be decided by a majority of votes of the Directors present in person and entitled to vote. Each Director present has one (1) vote on a matter arising for decision of the Board.

### **22.3 Chair's Casting Vote**

The chair of the meeting will not have a casting vote.

### **22.4 Quorum**

50% plus one (1) of the Directors so elected and appointed present in person constitutes a quorum.

### **22.5 Convening Meetings**

- (a) A Director may convene a Board meeting.

- (b) Unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced in writing or by their presence) not less than two days written notice of a Board meeting shall be given to each Director.
- (c) Written notice of each Board meeting, specifying the general nature of the time, date and place of the Board meeting and the business to be transacted, shall be served on each Director by:
  - (i) delivering it to that Director personally; or
  - (ii) sending it in writing, by facsimile or other means of electronic communication (subject to receiving appropriate confirmation that the notice has been effectively dispatched),

in accordance with the Director's last notified contact details.
- (d) Notice may be given of more than one Board meeting at the same time.

## **22.6 President to Chair Meetings of the Board**

- (a) The President shall Chair meetings of Directors
- (b) Despite **clause 22.6(a)**, if:
  - (i) the President is not present within 15 minutes after the time appointed for the holding of the meeting; or
  - (ii) the President is unwilling to act,

the Directors present may elect one of their number to be chair of the meeting.

## **22.7 Circulating Resolutions**

- (a) Between meetings, Directors may circulate papers and propose resolutions in writing in either hard copy or any means of electronic form.
- (b) Proposed resolutions can be passed, assented to, amended or declined by subsequent personal indication in writing from the majority of Directors. Such decisions must be auditable, ratified and recorded in the minutes of the next scheduled Board meeting.

## **22.8 Validity of Acts of Directors**

Everything done at a Board meeting or a Committee meeting, or by a person acting as a Director, is valid even if it is discovered later that there was some defect in the appointment, election or qualification of any of them or that any of them was disqualified or had vacated office.

## **22.9 Directors' Interests**

- (a) A Director shall declare to the Board at the relevant meeting and to the Members at the next Annual General Meeting of the Club, that Director's interest in any matter in which any material personal interest or related party transaction arises as defined by the *Corporations Act 2001* (Cth); and that Director must absent themselves from discussion of such matter and shall not be entitled to vote in respect of such matter.
- (b) In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Directors or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.

- (c) The Board shall maintain a register of declared interests.

#### **22.10 Minutes**

- (a) The Board must cause minutes of meetings to be made and kept according to the Act and the *Corporations Act 2001* (Cth).
- (b) The minutes of Board meetings shall not normally be available for inspection or copying by the members. However, a Member may, on written request to the Board, stating the reason for access, be given approval to inspect the minutes, at the sole discretion of the Board. Regardless, a summary of decisions shall be made available for the information of members, within one month of the meeting at which the minutes are adopted by the Board.

### **23. TELECOMMUNICATION MEETINGS OF THE CLUB**

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#### **23.1 Telecommunication Meeting**

- (a) A General Meeting or a Board meeting may be held by means of a telecommunication meeting, provided that:
  - (i) the number of Members or Directors (as applicable) participating is not less than a quorum required for a General Meeting or Board meeting (as applicable); and
  - (ii) the meeting is convened and held in accordance with the Act and this Constitution.
- (b) All provisions of this Constitution relating to a meeting apply to a telecommunication meeting in so far as they are not inconsistent with the provisions of this **clause 23**.

#### **23.2 Conduct of Telecommunication Meeting**

The following provisions apply to a telecommunication meeting of the Club:

- (a) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
- (b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;
- (c) at the commencement of the meeting each person must announce their presence to all other persons taking part in the meeting;
- (d) a person may not leave a telecommunication meeting by disconnecting their telephone, audio-visual or other communication equipment unless that person has previously notified the chair;
- (e) a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a telecommunication meeting unless that person has previously notified the chair of leaving the meeting; and
- (f) a minute of proceedings of a telecommunication meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the chair.

## **24. COMMITTEES AND OFFICERS**

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### **24.1 Honorary Officers**

- (a) the Honorary Officers of the Club shall be Patron, Vice Patrons, Solicitor/s, Medical Adviser/s;
- (b) nominations for Honorary Officers shall be solicited by the Board as it may determine and shall be put to the AGM for election in accordance with **clause 14.3(c)(iv)**.

### **24.2 Appointed Officers**

- (a) Other Officers of the Club, as specified in the By-Laws, shall be appointed by the Board, nominations for which shall be sought as may be determined by the Board;
- (b) qualifications for appointment, duties and responsibilities of Appointed Officers shall be defined in the By-Laws.

### **24.3 Standing Committees**

- (a) Beach Operations Committee
  - (i) shall comprise those Officers as defined in the By-Laws and be appointed by the Board at its first meeting following the AGM.
  - (ii) the Committee shall operate in accordance with its charter as laid down in the By-Laws.
- (b) Surf Sports Committee
  - (i) shall comprise those Officers as defined in the By-Laws and be appointed by the Board at its first meeting following the AGM.
  - (ii) the Committee shall operate in accordance with its charter as laid down in the By-Laws.
- (c) Junior Activities Committee
  - (i) shall comprise those Officers as defined in the By-Laws and be appointed by the Board as soon as practical following the AGM, on a recommendation of the Surf Sports Committee.
  - (ii) the Committee shall operate in accordance with its charter as laid down in the By-Laws.
- (d) Life Membership and Honours Committee
  - (i) shall comprise seven (7) Life Members, three (3) of whom shall each have at least 25 years' service, elected annually at the AGM from nominations, signed by a nominator and seconder, both of whom shall be members with the right to vote, delivered to the Club not less than 21 days prior to the AGM; and two (2) Directors, appointed by the Board at its first meeting following the AGM. Five (5) members personally present shall form a quorum.
  - (ii) one of the two (2) appointed Directors shall, within one (1) month of their appointment to the Committee, convene a meeting of the Committee for the purpose of the election of a Chair and to determine the process for consideration of the business of the Committee.

- (e) Disciplinary Panel
  - (i) shall be constituted and operate in accordance with **clause 12**.
  - (ii) when acting to convene a Disciplinary Panel, the Board shall communicate to any three (3) members of the Disciplinary Committee to convene as the disciplinary panel, appointing one member as chairman, who will undertake to take charge of the proceedings of the matter before it.
  
- (f) Audit and Finance Committee
  - (i) shall comprise Director Finance, who shall Chair the Committee, and two (2) members, one (1) of whom shall be a Director, appointed by the Board at its first meeting following the AGM.
  - (ii) the Committee shall, within two (2) months of the AGM, determine the budget for the Club for the ensuing season, based on submissions sought from all the Club Committees and Officers, and the Director Finance shall present same to the Board for endorsement, or adjustment as the Board may determine.
  
- (g) Constitution and Policy Review Committee
  - (i) shall comprise three (3) members, members (one of whom shall be appointed as Chairman), appointed annually by the Board at its first meeting following the AGM.
  - (ii) the Committee shall meet at least twice annually to:
    - (A) review and make recommendations to the Board for an update of the Constitution and Policies;
    - (B) draft and recommend additional Policies where gaps may be identified;
    - (C) first receive any and all notices to amend the Constitution and/or Policies to ensure such notices are properly worded in accordance with the intent of the change/s to be made and submit a report to the Board; and
    - (D) consider and make recommendations on any matters of interpretation of the Constitution and/or Policies or any other matters referred to it by the Board.

#### **24.4 Committees Generally**

The Board may by written instrument specify terms of reference and/or delegate any of its powers to a Committee/s consisting of such persons it thinks fit (including Directors, individuals and consultants), and may vary or revoke any delegation.

#### **24.5 Powers delegated to Committees**

- (a) A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the Board. A Committee is responsible to and reports to the Board.
- (b) Powers delegated to and exercised by a Committee are taken to have been exercised by the Board.

## **24.6 Committee Meetings**

- (a) Committee meetings are governed by the provisions of this Constitution dealing with Board meetings, as far as they are capable of application.
- (b) The Chair of each Committee shall cause to be taken minutes of the proceedings of the meeting, which shall be presented to the next meeting of the Board, unless otherwise directed.

## **25. BY-LAWS & POLICIES**

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### **25.1 Making and Amending By-Laws & Policies**

- (a) The Board may from time to time make, adopt, amend and/or interpret By-Laws and/or Policies which, in its opinion are necessary or desirable for the control, administration and management of the Club's affairs and surf lifesaving in the Local Area and may amend, repeal and replace those By-Laws or Policies.
- (b) Alteration of the Club By-Laws or Policies may be made at any Board meeting providing that notice of such change is advised to voting members by posting on the Club notice board or in the Club newsletter not less than twenty one (21) days prior to the meeting at which such alteration is to be considered.
- (c) Any amendment/s, deletion/s or new By-Law/s and/or Policies so made shall be communicated to the Members within thirty (30) days of the making of such amendment/s, deletion/s or addition/s.
- (d) Interpretation of the By-Laws & Policies is solely the responsibility of the Directors.

### **25.2 Effect of By-Laws & Policies**

A By-Law and/or Policy:

- (a) is subject to this Constitution;
- (b) must be consistent with this Constitution; and
- (c) when in force, is binding on all Members and has the same effect as a provision in this Constitution.

## **26. KEEPING AND INSPECTION OF RECORDS**

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### **26.1 Records**

- (a) The Board 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 meeting or General Meeting.
- (b) The Board shall cause the Club records to be kept for a period of 7 years from their creation.

### **26.2 Inspection of Records**

- (a) Members may on request inspect free of charge:
  - (i) the minutes of general meetings; and
  - (ii) subject to **clause 26.2(b)**, the financial records, books, securities, this Constitution and any other relevant document of the Club.

- (b) The Board may refuse to permit a member to inspect records of the Club that relate to confidential, personal, employment, commercial or legal matters or where to do so may be prejudicial to the interests of the Club or where the Board reasonably considers the member seeking to inspect the records is not doing so in good faith.
- (c) The Board must on request make copies of the Constitution and/or By-Laws available to Members and applicants for membership free of charge.
- (d) Subject to **clause 26.2(b)**, a Member may make a copy of any of the other records of the Club referred to in this clause and the Club may charge a reasonable fee for provision of a copy of such a record.
- (e) For the purposes of this clause **relevant documents** mean the records and other documents, however compiled, recorded or stored, that relate to the incorporation and management of the Club and includes the following:
  - (i) its financial statements;
  - (ii) its financial records;
  - (iii) this Constitution; and
  - (iv) records and documents relating to transactions, dealings, business or property of the Club.

## **27. ACCOUNTS**

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### **27.1 Records Kept in Accordance with the Act**

Books, documents, securities and proper accounting and other records shall be kept in accordance with the Act, generally accepted accounting principles and/or any applicable code of conduct. All such records and the books of account shall be kept in the care and control of the Board.

### **27.2 Board to Submit Accounts**

The Board is responsible for the management of the Club's funds and shall submit to the Annual General Meeting the accounts of the Club in accordance with the Act and will distribute copies of financial statements as required by the Act.

### **27.3 Transactions**

All cheques, promissory notes, bankers' drafts, bills of exchange, other negotiable instruments, electronic transactions, and all receipts for money paid to the Club, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board may determine from time to time.

### **27.4 Expenditure**

No Member shall have the authority to commit the Club to any expenditure unless on the official order form signed by a Director or as authorised by the Board.

### **27.5 Auditor**

- (a) A properly qualified auditor or auditors shall be appointed by the Board and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the *Corporations Act 2001* (Cth).

- (b) Members may remove an auditor from office by resolution made at a General Meeting in accordance with the Act.

## **28. SERVICE OF DOCUMENTS**

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### **28.1 Document includes notice**

In this **clause 28**, document includes a notice.

### **28.2 Methods of Service on a Member**

The Club may give a document to a Member:

- (a) personally;
- (b) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or
- (c) by sending it to a fax number or electronic address nominated by the Member.

### **28.3 Methods of Service on the Club**

A Member may give a document to the Club:

- (a) by delivering it to the Club's registered office;
- (b) by sending it by post to the Club's registered office; or
- (c) by sending it to a fax number or electronic address nominated by the Club.

### **28.4 Post**

A document sent by post:

- (a) if sent to an address in Australia, may be sent by ordinary post; and
- (b) if sent to an address outside Australia, or sent from an address outside Australia, must be sent by airmail,

and in either case is taken to have been received on the second business day after the date of its posting.

### **28.5 Electronic Transmission**

If a document is sent by any form of electronic transmission, delivery of the document is taken to:

- (a) be effected by properly addressing and transmitting the electronic transmission; and
- (b) have been delivered on the business day following its transmission.

## **29. INDEMNITY**

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- (a) Every Director, Officer, auditor and employee of the Club shall be indemnified out of the property or assets of the Club against any liability incurred by them in their capacity as Director, Officer, auditor or employee in defending any proceedings, whether civil or criminal, in which judgment is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is, under the Act, granted to them by the Court.

- (b) The Club shall indemnify its Directors, Officers, auditors and employees against all damages and costs (including legal costs) for which any such Director, Officer, auditor or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:
  - (i) in the case of a Director or Officer, performed or made whilst acting on behalf of and with the authority, express or implied of the Club; and
  - (ii) in the case of an employee, performed or made in the course of, and within the scope of their employment by the Club.

## **30. DISSOLUTION**

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### **30.1 Contributions of Members and Excess Property on Dissolution**

- (a) The Club may be wound up voluntarily by Special Resolution.
- (b) If the Club is wound up, the liability of the Members shall be limited to any outstanding monies due and payable to the Association, including the amount of the Annual Subscription payable in respect of the current Financial Year. No other amount shall be payable by the Members.
- (c) If upon winding up or dissolution of the Club or upon revocation of its endorsement as a deductible gift recipient (whichever occurs first), there remains after satisfaction of all its debts and liabilities any surplus assets or property as follows:
  - (i) gifts of money or property for the Objects of the Club;
  - (ii) contributions made in relation to an eligible fundraising event held for the Objects of the Club; or
  - (iii) money received by the Club because of such gifts and contributions; then such surplus assets or property shall not be paid to or distributed amongst the Members but shall be given or transferred to some organisation(s):
    - (iv) having objects similar to the Objects; and
    - (v) 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 organisation by this Constitution; and
    - (vi) which is charitable at law and to which income tax deductible gifts can be made.

Such organisations(s) 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 Western Australia or other Court as may have or acquire jurisdiction in the matter.

## **31. COMMON SEAL**

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- (a) If the Club has a common seal it shall:
  - (i) be kept in the custody of the Board; and
  - (ii) not be affixed to any instrument except by the authority of the Board and the affixing of the common seal shall be attested by the signatures of two (2) Directors.

- (b) A Director may not sign a document to which the seal of the Club is fixed where the Director is interested in the contract or arrangement to which the document relates.

### **32. SOURCE OF FUNDS**

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The funds of the Club may be derived from annual membership subscriptions, fees and levies payable by Members, donations, grants, sponsorships and such other sources as the Board may determine. Such funds will be managed by the Board in the best interests of the Club and the Members subject always to the Act and this Constitution.

### **33. REGISTERED ADDRESS**

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The registered address of the Club is:

- (a) the address determined from time to time by resolution of the Board; or
- (b) if the Board has not determined an address to be the registered address, the postal address of the Director Administration.

### **34. TRANSITIONAL ARRANGEMENTS**

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- (a) Notwithstanding any other clause of this Constitution, the transitional arrangements set out in this **clause 34** shall apply from the date of adoption of this Constitution.
- (b) The Directors 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, at which time all existing Directors will resign and six (6) Elected Directors will be elected. Thereafter, the positions of the Directors shall be filled, vacated and otherwise dealt with in accordance with **clause 18.5** of this Constitution.
- (c) Any consecutive years served by each Director immediately prior to approval of this Constitution under the Act do not count towards the three (3) consecutive terms totalling six (6) years under **clause 18.5(c)** after the adoption of this Constitution.
- (d) All Policies, By-Laws, Regulations, Codes of Conduct and Resolutions of the Club in force at the date of the approval of this Constitution insofar as such Policies, By-Laws, Regulations, Codes of Conduct and Resolutions are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be current and enforceable under this **clause 34**, until such time as they are updated or replaced in accordance with the provisions of the Constitution.
- (e) All individuals who are, prior to the approval of this Constitution, Members of the Club shall be deemed Members of the Club from the time of approval of this Constitution under the Act. All such Members shall provide the Club with such details as may be required by the Club under this Constitution within one (1) month of the approval of this Constitution under the Act.

## **AMENDMENTS TO THE CONSTITUTION**

### **AMENDMENTS ADOPTED AT AGM 5/7/2019**

#### **Clause 7.5 Discretion to Accept or Reject Application**

Deleted clause 7.5 (b) and re-numbered subsequent sub-clauses (c) becomes (b), (d) becomes (c) and (e) becomes (d)

#### **Clause 7.8 Limited Liability**

Deleted in the body of clause 7.8 the reference to "clause 29(a)" and replaced with "clause 30.1(b)"

#### **Clause 10. Registers**

Amended clause 10.1 to read "Register of Members"

Amended clause 10.2 to read "Inspection of Register of Members"

Amended clause 10.3 to read "Use of Register of Members"

Added new clause "10.4 Register of Working with Children Card Holders"

Added new clause "10.5 Other Registers"

#### **Clause 12.2 Matters referred to the Disciplinary Committee**

Amended the para following sub-clause (c) by adding after the words "the Club or Surf Lifesaving into disrepute" the words "and that the alleged misconduct is not covered under the By-Laws to be dealt with by the Beach Operations Committee,"

#### **Clause 12.5 Determination of Disciplinary Committee**

Amended sub-clause (c) (iii) by deleting the words "fine a member" and replaced with the words "impose a financial penalty"

#### **Clause 14. Notice of General Meeting**

Deleted current clause 14.3 (b) and replaced with new clause 14.3 (b)

Deleted current clause 14.3 (c) and replaced with new clause 14.3 (c)

#### **Clause 18. Elected Directors**

Amended clause 18.2 by adding after the word "Nominations" the words "of Members" and replaced "45 days" with "thirty five (35) days".

Amended clause 18.3 (d) by replacing "28 days" with "twenty one (21) days".

#### **Clause 22.10 Minutes**

Deleted current sub-clause (b) and replaced with new sub-clause (b)

#### **Clause 24.3 Standing Committees**

Added new sub-clause (g) "Constitution and Policy Review Committee"

#### **Clause 25.1 Making and Amending By-Laws & Policies**

Amended by adding new sub-clause (b) and re-numbered current sub-clauses (b) becomes (c) and (c) becomes (d)

**Clause 30.1 Contributions of Members and Excess Property on Dissolution**

Amended sub-clause (b) by replacing the word “Member” with the word “Members”.

**AMENDMENTS ADOPTED AT AGM 31/7/2020**

**Clause 2.2 Interpretation**

Amended sub-clause (d) by replacing the word “the” with the word “any”

**Clause 14.2 Power to Convene General Meeting**

Added new sub-clause 14.2 (b) and re-numbered current sub-clause (b) to become (c)

**Clause 7.6 Renewal of Membership**

Amended sub-clause (a) by replacing the words “at the conclusion of each Financial Year” with the words “at 5.00pm on the day immediately prior to the Annual General Meeting”

**Clause 22.1 Directors’ Meetings**

Amended sub-clause (b) by adding after the words “AGM to” in the first line, the words “review the Club’s governance principles and”

**Clause 24.3 (e) Disciplinary Committee**

Amended sub-clause (ii) to replace the word “Committee” in the second line where it appears after the words “as the”, with the word “Panel”.

**AMENDMENTS ADOPTED AT AGM 16/7/2021**

**Clause 5.2 Payments to Members**

Amended sub-clause (a) to include travel subsidies as approved by the Board

**Clause 17.1 Composition of the Board**

Amended sub-clause (a) to provide for 7 elected directors

**Clause 18.1 Elected Directors’ Portfolios**

Amended sub-clause (a) to include Director Member Services

**Clause 18.5 Term of Appointment**

Amended sub-clause (b) (ii) to include Director Member Services

**Clause 22.7 Circulating Resolutions**

Amended by replacing sub-clauses (a) (b) (c) with new sub-clauses (a) and (b) to better provide for circular resolutions between meetings.

**Clause 24.3 Standing Committees**

Amended sub-clause 24.3 (c) (i) to correct anomaly in reference to appointment of Officers

Amended sub-clause 24.3 (d) (i) to provide for the calling of nominations