



BRIBIE ISLAND SURF LIFE SAVING CLUB INC.

CONSTITUTION

**June 2025
Version 1**

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ASSOCIATIONS INCORPORATION ACT 1981 (QLD)

CONSTITUTION

of

BRIBIE ISLAND SURF LIFE SAVING CLUB INCORPORATED

1. NAME OF ASSOCIATION

The name of the Association is **Bribie Island Surf Life Saving Club Incorporated (The Club)**.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution, unless the contrary intention appears:

Accountant means a person holding the qualifications prescribed by regulation.

Act means the Associations Incorporation Act 1981 (Qld) and Associations Incorporation Regulations 1999 (Qld).

Active Member means a proficient and financial Bronze Medallion holder.

Affiliated Member means the Club is an affiliated member with SLSQ.

Aggrieved Party means a member or two or more members who initiates the grievance procedure.

Another law means a law of the state of Queensland, or a law of the Commonwealth or any other Australian state or territory.

Auditor means a person holding the qualifications prescribed by regulation.

Audit Report in relation to the audit of a financial statement for the Club's last reportable financial year, means a report about the audit prepared by the person carrying out the audit.

Australian Charities and Not-for-Profit Commission (ACNC) – means the national charity regulatory authority and charity register pursuant to the *Australian and Charities Not-for-Profit Commission Act 2021* (Cth).

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

By-Laws means any By-Laws under Clause 35.

Business Judgment means any decision to take or not to take action in relation to a matter relevant to the operation of the Club.

Club means **Bribie Island** Surf Life Saving Club Incorporated.

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

Current Assets means assets held by the Club as at the end date of the Club's last financial year, other than real property or assets capable of depreciation, and includes amounts held in financial institutions, stocks and debentures.

Day means a calendar day, including weekends and public holidays.

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

Dispute Resolution Centre means a dispute resolution centre established under the *Disputes Resolutions Centre 1990* (Qld).

End Date in relation to the Club's financial year, means the date stated in the Club's rules to be end date or closing date of the Club's financial year.

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

Financial Record includes an invoice, receipt, order for the payment of money, bill of exchange, cheque, promissory note and voucher, and a document of prime entry, and a working paper or other document needed to explain the methods used to prepare the Club's financial statements, or adjustments made in preparing the Club's financial statements.

Financial Statement for a reportable financial year of the Club's means a statement containing the following information:

- (a) If using accrual accounting – the Club's income and expenditure during the year; the Club's balance sheet at the end of the year; the mortgages, charges and securities affecting the Club's property at the end of the year; or
- (b) If using cash accounting – the Club's receipts and payments during the year, the Club's assets and liabilities at the end of the year and the Club's mortgages, charges and securities affecting the Club's property at the end of the year.

General Meeting is a meeting open to all members of the Club and includes the Annual General Meeting, any Special General Meeting or any other general meeting of the Club.

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

Life Member means an individual club member elected as a Life Member of the Club.

Lifesaving Year means the period commencing on 1 October in any year and ending 30 September of the following year.

Management Committee means the body managing the Club and consisting of the appointed club officers under Clause 29.

Management Committee Member (Officer) means an elected member of the Management Committee.

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

Membership Year means between 1 October in a year and 30 September the following year.

Objects means the objects of the Club as pertaining to this Constitution.

Officer is a member elected at the AGM to fulfil a position designated by the Management Committee, and means the following:

- (a) the Club's President;
- (b) the Club's Secretary;
- (c) Club's Treasurer;
- (d) a member of the Club's Management Committee;
- (e) a manager appointed by the Club's Management Committee.

President means the member of the Club's Management Committee who presides at the Management Committee's meetings.

Rehabilitation Period, in relation to a conviction of a person, means the latter of the following periods to end –

- (a) the period of five (5) years on the day the conviction is recorded;
- (b) if the person serves a term of imprisonment for the conviction – the period of five (5) years starting on the day the person is released from prison;
- (c) if an order of a court made in relation to the conviction is not satisfied within the period of five (5) years, the rehabilitation period is a period of five (5) years starting on the day the order is satisfied.

Regulations means the SLSA regulations as set from time to time.

Reportable Financial Year means the same as the Club's financial year.

Register/ Register of Members means SLSA's database "SurfGuard".

Relative means a spouse, parent, sibling, child, grandparent or grandchild of a member of the Club's Management Committee, officer and/or senior staff member of the Club.

Remuneration includes salary, allowances and other entitlements. Under this meaning remuneration does not include out-for-pocket reimbursements.

Sanctioned Events means any event conducted or endorsed by the Club that has received formal approval from the Club's Management Committee or Surf Life Saving Queensland (SLSQ) and/or an event that has received formal approval from any relevant government body or authority.

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

Secretary means the person elected or appointed as the Club's Secretary under this Constitution and/or the Act.

Senior Staff Member means a person who makes or participates in making decisions that affect the whole, or substantial part of, the activities of the Club; or has the capacity to affect significantly the Club's financial standing.

Skills Maintenance means the annual testing and maintenance of members' skills as set by Surf Life Saving Australia (SLSA)

SLSA means Surf Life Saving Australia Limited.

SLSQ means Surf Life Saving Queensland Pty Ltd.

Special Resolution means a resolution passed, a resolution passed at a general meeting of the Club by the votes of 75% of the members who are present and entitled to vote on the resolution.

State means and includes a State or Territory of Australia.

Surplus Assets means the Club's assets after payment of the Club's debts and liabilities remaining on the winding up of the Club, and the costs, charges and expenses of winding up the Club.

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

Total Revenue means the Club's total income during the last financial year from all of the Club's activities before any expenses are deducted.

2.2 Interpretation

In this Constitution:

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

2.3 Severance

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

2.4 Expressions in the Act

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

2.5 Sole Purpose

The Club is established solely for the Objects.

3. OBJECTS OF ASSOCIATION

3.1 Objects

The Club is an incorporated charitable organisation established solely for the following Objects:

- (a) to participate as an affiliated member of Surf Life Saving Queensland (SLSQ) 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) to conduct, encourage, promote and administer surf lifesaving and the Club as a beneficial, volunteer, member-based, community service, charity and emergency service throughout, and for the safety and protection of the community in Woorim Beach, Bribie Island (as specified in the SLSQ's Annual Patrol Agreement);
- (c) at all times promote mutual trust and confidence within the Club in pursuit of these Objects;
- (d) to promote the economic, community and emergency service success, strength and stability of the Club;
- (e) to 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;
- (f) to conduct, encourage, promote and advance aquatic safety and management and the protection and preservation of life in the aquatic environment at Woorim Beach, Bribie Island, Queensland ("Woorim Beach");
- (g) to use and protect the Intellectual Property in pursuit of these Objects;
- (h) to apply the property and capacity of the Club solely towards the fulfilment of these Objects;
- (i) to 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;
- (j) to have regard to the public safety and protection and the public interest in its operations;
- (k) to ensure that promotion and protection of the aquatic environment in the immediate and surrounding areas of Woorim Beach, are considered in all activities conducted by the Club;
- (l) to promote the health, safety and protection of the public and all users of the aquatic environment in the immediate and surrounding areas of Woorim Beach;
- (m) to establish, grant and support awards in honourable public recognition of meritorious rescues from the sea and/or land, deeds of exceptional bravery from time to time

performed in the course of promoting the health, safety and protection of the public;
and

- (n) to undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these objects.
- (o) to conduct, encourage, promote, advance and control surf lifesaving at Woorim Beach; its many aspects devoted to aquatic safety and management and the preservation of life in the aquatic environment;
- (p) to have regard to the public interest in its lifesaving operations;
- (q) to promote the involvement and influence of surf lifesaving standards, techniques, awards and education with bodies involved in surf lifesaving;
- (r) to give, and seek where appropriate, recognition for Members to obtain awards or public recognition in fields of endeavour;
- (s) to adopt and implement appropriate policies, including child and young persons management strategy, equal opportunity, equity, sexual harassment, drugs in sport, health, safety, junior and senior programs, and such other matters as arise from time to time as issues to be addressed in surf lifesaving; and
- (t) to encourage Members to realise their surf lifesaving potential and athletic abilities by extending to them the opportunity of education and participation in surf lifesaving competition and to award trophies and rewards to successful competitors in order to develop their skills and abilities to undertake surf lifesaving and preserve life in the aquatic environment.

3.2 The Club as an Affiliated Member of Surf Life Saving in Australia

The Club will:

- (a) participate as an affiliated member of the Branch, SLSQ and SLSA so that surf lifesaving and the preservation of life in the aquatic environment can be conducted, encouraged, promoted, advanced and administered;
- (b) promulgate, and secure in, such rules as may be necessary for the management and control of surf lifesaving and related activities and the preservation of life in the aquatic environment;
- (c) use and protect the intellectual property of the Club, Branch, SLSQ and SLSA;

3.3 Community and Other

The Club will:

- (a) promote the laws for the control and regulation of the aquatic environment in the City of Moreton Bay and assist authorities in enforcing these laws;
- (b) ensure that environmental considerations are taken into account in all surf lifesaving and related activities conducted by the Club;
- (c) effect such Objects as may be necessary in the interests of the public, members, surf lifesaving and the aquatic environment at Woorim Beach;
- (d) pursue through itself or other such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of surf lifesaving and the Club;

- (e) apply the property and capacity of the Club towards the fulfilment and achievement of these Objects; and
- (f) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

4. POWERS OF THE CLUB

- (a) The club has the powers of an individual.
- (b) The Club may:
 - (i) enter into contracts; and
 - (ii) acquire, hold, deal with and dispose of property; and
 - (iii) make charges for services and facilities it supplies; and
 - (iv) do other things necessary or convenient to be done in carrying out its affairs.
 - (v) the Club may also issue secured and unsecured notes, debentures and debentures stock for the Club.

Solely for furthering the Objects, the Club has in, addition to the powers and functions under the Act, the legal capacity and powers as set out in the Act.

4.1 APPLICATION OF INCOME

- (a) The income and property of the Club shall be applied solely towards the promotion of the Club's Objects.
- (b) Except as prescribed in this Constitution:
 - (i) no portion of the income or property of the Club shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member; and
 - (ii) no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any Member who is an Officer of the Club.
- (c) Nothing contained in Clauses 4.1(a) or 4.1(b) shall prevent payment in good faith of or to any Member for:
 - (i) any services actually rendered to the Club whether as an employee or otherwise;
 - (ii) goods supplied to the Club in the ordinary and usual course of operation;
 - (iii) interest on money borrowed from any Member;
 - (iv) rent for premises demised or let by any Member to the Club; or
 - (v) any out-of-pocket expenses incurred by the Member on behalf of the Club and;
 - (vi) provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

5. LIABILITY OF MEMBERS

The liability of the Members of the Club is limited.

6. MEMBERS' CONTRIBUTIONS

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

7. DISTRIBUTION OF DGR PROPERTY ON REVOCATION OF DGR OR WINDING UP

If the Club is wound up or its endorsement as a Deductible Gift Recipient (DGR) is revoked (whichever occurs first), any surplus of the following assets shall be transferred to another Surf Life Saving Entity to which:

- (a) income tax deductible gifts can be made;
- (b) gifts of money or property are made for the principal purpose of the organisation;
- (c) contributions are made in relation to an eligible fundraising event held for the principal purpose of the organisation; and
- (d) money is received by the organisation because of such gifts and contributions.

Such DGR charity will be determined by the Members at or before the time of dissolution.

8. DISTRIBUTION OF PROPERTY ON WINDING UP

- (a) This Clause 8 will apply if the Club
 - (i) is wound up under the Act; and
 - (ii) has surplus assets after satisfying Clause 7.
- (b) The surplus assets must not be distributed among the Members of the Club.
- (c) The surplus assets must be given or transferred to another surf lifesaving entity:
 - (i) having objects similar to the Club's objects; and
 - (ii) the rules of which, prohibit the distribution of the entity's income and assets to its members.

9. STATUS AND COMPLIANCE OF CLUB

9.1 Recognition of Club

The Club shall be affiliated with the Branch, SLSQ and SLSA.

Subject to this Constitution, the Branch Constitution, the SLSQ Constitution, and the SLSA Constitution the Club shall continue to be recognised as an affiliated Member of SLSQ and shall administer surf lifesaving activities at Woorim Beach and other sanctioned events in accordance with the Objects.

9.2 Compliance of the Club

The Members acknowledge and agree that the Club shall:

- (a) be or remain incorporated in Queensland;
- (b) be registered by the ACNC;
- (c) appoint annually through its Management Committee a Delegate to represent the Club at meetings of the Branch;
- (d) nominate such other persons as may be required to be appointed to Branch committees from time to time under this Constitution or the Branch Constitution or otherwise;
- (e) adopt, either in whole or in part, and implement rules and/or policies that reflect, and are consistent with, the requirements of the Act, to the extent permitted or required;
- (f) apply its property and capacity solely in pursuit of the Objects;
- (g) do all that is reasonably necessary to enable the Objects to be achieved;
- (h) act in good faith and loyalty to ensure the maintenance and enhancement of lifesaving, its standards, quality and reputation for benefit of the Members and surf lifesaving;
- (i) at all times act on behalf of and in the best interests of the club's purposes and surf lifesaving; and

10. THE CLUB'S CONSTITUTION

10.1 Operation of Constitution

The Club and the Members acknowledge and agree:

- (a) that they are bound by this Constitution, policies and the By-Laws, that operate to create uniformity in the way in which the Objects and surf lifesaving are to be conducted, promoted, encouraged, advanced and administered;
- (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 the Club and surf lifesaving, in general;
- (d) to promote the economic and community services aligned with Club's Objects,
- (e) to strengthen and advance the Club's Objects and by acting to act interdependently and/or with each other in pursuit of their respective objects;
- (f) to act in the best interests of the Club's object, members, and the surf lifesaving movement ; and
- (g) where the Club considers or is advised that a Member has allegedly:
 - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the By-Laws, Code of Conduct, policies or any reasonable resolution or reasonable determination of the Club; or

- (ii) acted in a manner prejudicial to the Objects and interests of the Club and/or surf lifesaving; or
- (iii) brought themselves, the Club, any Surf Life Saving Club, the Branch, SLSQ or SLSC and surf lifesaving, in general, into disrepute;
- (h) the Club may after allowing the Member a reasonable opportunity to explain, adjudicate and if necessary penalise the Member with such penalty as it thinks appropriate.

11. MEMBERSHIP

11.1 Membership Categories

The composition of the Club shall consist of the following membership categories:

(a) Junior Member –

Junior members are generally those under the age of 15 years. They do not have voting rights and cannot hold office.

- (i) Junior Activities Member (5-13 years) – Nipper - shall be a minimum age of five (5) years up to a maximum age of 14 years on a seasonal basis (age for a season is determined as at midnight on the 30 September at the commencement of that season), and such person shall be required to gain the relevant Junior Activity Certificate for that person's age group. Included in this category is a Cadet Member who is subject to the age qualification as approved by the Club from time to time and has obtained the Surf Rescue Certificate in that season or passed an annual skills maintenance test.
- (ii) Cadet Member (13-15 years including U/14 Nippers) – Shall be a Surf Rescue Certificate holder. Fulfil patrol and Club obligations as provided by SLSC and the Club's Constitution. Qualify in their annual skills maintenance test unless the member has obtained their Surf Rescue Certificate in that season. Have the right to be at General Meetings but do not have voting rights. U/14 nippers are encouraged to go on active patrol duty but can apply to perform Water Safety in its place.
- (iii) Inclusive/Adaptive Program Participant – A member aged 5-99 years enrolled in a program which has adapted the curriculum to the needs of the participants.

(b) Active Member –

Active members shall be bronze holders and shall fulfil the full patrol and club obligations as provided by the association and the Club Constitution and By-Laws and shall qualify in an annual skills maintenance assessment each season, unless the member has obtained their Bronze Medallion (Cert II in Aquatic Safety) in that Season. They must be financial, and they have the right to be present, to debate and vote at General Meetings.

In the event, where an Active Member is unable or incapable of fulfilling full patrol and/or Club obligations the Club Captain may grant patrol duty exemption upon a written application to the Club Secretary.

Within the active member category, the following sub-membership categories are-

- (i) Active (15-18 years)- A member aged 15-18 years who holds a Bronze Medallion and is actively patrolling.

- (ii) Active (18 years and over)- A member aged 18+ years who holds a Bronze Medallion and is actively patrolling.
- (iii) Reserve Active – may be granted by the Club to Active Members who have satisfactorily completed (from gaining their bronze medallion) at least eight (8) years of patrol and Club obligations as provided by the Club and Club Constitution and By-Laws. Reserve Active Membership is not automatic but can be granted by resolution of the Life Saving or Management Committee.
- (iv) Award Member – May be granted to a club member who is patrolling but does not hold a proficient Bronze Medallion award. The member must hold the QLD Observers Award and they must be a proficient holder of one of more of the following SLSA awards – SRC, Radio, ART, First Aid or UAV (unmanned aerial vehicle).

(c) **Associate –**

Associate Members are those members who generally help or participate socially in club activities. They do not have voting rights. They do not patrol with an SLS award but are able to access the club's facilities.

- (i) Associate- may be granted by the Club to a person who may or may not be the holder of an association award. They do not have voting rights unless elected to office or a position which is provided with voting rights by the Club Constitution or By-Laws. Shall have a joining/annual membership fee greater than fees for other categories of Club Membership.
- (ii) Probationary- shall be the designation of any person for the period between applying for membership and the gaining of an award and/or the granting of a formal category membership by the Club.
- (iii) Leave/Restricted- May be granted to a member who applies in writing to the club Secretary requesting leave from club duties due to special circumstances ie deployment, injury, work, pregnancy, travel.
- (iv) Nipper Parent- A member who is a nipper parent or guardian who holds no other awards that would deem them to be in the Active or Award Category. They have no voting rights at senior General Meetings but are able to vote at a Junior Activity General/AGM Meeting. Their fees are set by the Junior Activities Committee and approved by the Management Committee.

(d) **Honorary and Service –**

- (i) Life Member – may be granted by the Club to members who have rendered distinguished or special service as provided for in the Club's Constitution, policies and By-Laws.

A resolution at the Annual General Meeting (AGM) to confer Life Membership on the recommendation of the Management Committee must be way of a Special Resolution passed by the votes of at least three-quarters of the voting quorum at the AGM, who are present and entitled to vote on the resolution.

- (ii) Long Service- may be granted by the Club to members who have completed ten (10) years active service or to members who have completed eight (8) years active service plus four (4) years reserve active service. Members shall be exempted from all patrol obligations and may be granted other special privileges of membership as provided in the Club Constitutions and By-Laws. Should such members join another affiliated club the receiving club shall determine if such member's Long Service shall be recognised by that club.

- (iii) Honorary- may be granted annually by the Club to persons who may or may not hold an SLSA Award. This category is not entitled to voting rights.
- (iv) Past Active- May be granted by the Club to persons who hold a SLSA Bronze Medallion, and been an active patrol member for a minimum of 3 years. May have voting rights at the discretion of the Club.
- (v) Distinguished Member- may be granted in recognition of long standing and valued service to the Club.
 - (A) This person may or may not be a current Club member and may or may not hold any SLSA awards.
 - (B) Distinguished Members shall pay a nominal membership fee as determined by the Management Committee from time to time.
 - (C) Members in this category may be granted voted rights at a meeting, provided they are financial and have formerly been active members of the Club.

12. SUBSCRIPTIONS AND FEES

- (a) The annual membership subscription (if any) and any other fees or levies payable by Members or categories of Members to the Club, the time for and manner of payment, shall be as determined by the Management Committee from time to time.
- (b) The Management Committee is empowered to prevent any Member who has any fee owing to the Club in arrears from exercising the whole or any of the rights or privileges of membership of the Club, including but not limited to the right to vote at General Meetings.

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 SLSQ and/or SLSA from the applicant and lodged with the Club; or
- (b) submitted online via an authorised online membership portal and/or in accordance with the process (if any) as prescribed by the Management Committee from time to time; and
- (c) accompanied by the appropriate fee, if any.

13.2 Admission and Rejection of Members

The Management Committee must consider an application for membership at its next meeting after it receives:

- (a) the application; and
- (b) the appropriate membership fee for the application.

13.3 Public Liability Insurance

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

13.4 Discretion to Accept or Reject Application

- (a) The Management Committee must decide at its meeting under Clause 13.2 whether to accept or reject the application.
- (b) If a majority of the Management Committee members present at the meeting vote to accept the applicant as a Member, the applicant will be accepted as a Member to the category of membership applied for.
- (c) The Management Committee may, acting reasonably and in good faith, accept or reject an application whether the applicant has complied with the requirements in Clause 13.1 or not, and shall not be required or compelled to provide any reason for such acceptance or rejection.
- (d) Where the Club accepts an application, it shall notify SLSQ that the applicant has become a Member of the Club.
- (e) Upon the acceptance or rejection of an application for any category of membership the Secretary shall forthwith give the applicant notice in writing of such acceptance or rejection.
- (f) Unless otherwise determined by the Club, membership of the Club shall be deemed to commence upon acceptance of the application by the Club. The Register shall be updated accordingly and as soon as practicable.
- (g) If the Club rejects an application, it shall refund any fees forwarded with the application, and the application shall be deemed rejected by the Club. No reasons for rejection need be given and there is no right of appeal.

13.5 Re-Application

- (a) Members must re-apply annually for renewal of membership of the Club in accordance with the procedures set down by the Club from time to time. Clause 13.4 and Clause 15 (a)(vi)(B) applies to applications for renewal of membership.
- (b) Upon re-application a Member must provide details of any change in their personal details, and any other information reasonably required by the Club.

13.6 Deemed Membership

- (a) All individuals who are, prior to the approval of this Constitution, members of the Club shall be deemed Members of the Club from the time of approval of this Constitution under the Act.
- (b) The Members shall provide the Club with such details as may be required by the Club under this Constitution within one month of the approval of this Constitution under the Act.
- (c) Any Members of the Club prior to approval of this Constitution under the Act, who are not deemed Members under Clause 13.6(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 of Members

- (a) The Management Committee must keep an updated register of all Members of the Club.
- (b) The Register must include the following particulars for each member—
 - (i) the full name of the member;
 - (ii) the postal or residential address of the member;
 - (iii) the date of admission as a member;
 - (iv) the date of death or time of resignation of the member;
 - (v) details about the termination or reinstatement of membership;
 - (vi) any other particulars the Management Committee or the members at a general meeting decide.
- (c) The register must be made available for inspection by members of the Club at any reasonable time.
- (d) A member must contact the Club's Secretary to arrange an inspection of the register.
- (e) However, the Management Committee may, on the written application of a member of the Club, withhold information about the member (other than the member's full name) from the register available for inspection if the Management Committee has reasonable grounds for believing the disclosure of the information would put the member at risk of harm, breach the member's confidentiality or privacy.

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

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

14.2 Prohibition on use of information from the Register of Members

- (a) A member of the Club must not:
 - (i) use information obtained from the register of members of the association to contact, or send material to, another member of the Club for the purpose of advertising for political, religious, charitable or commercial purposes; or
 - (ii) disclose information obtained from the register to someone else, knowing that the information is likely to be used to contact, or send material to, another member of the Club for the purpose of advertising for political, religious, charitable or commercial purposes.
- (b) Clause 14.2 (a)(i) does not apply if the use or disclosure of the information is approved by the Club.

15. EFFECT OF MEMBERSHIP

- (a) Members acknowledge and agree that:

- (i) this Constitution constitutes a contract between each individual member and the Club;
 - (ii) each member of the Club is bound by this Constitution, the Club's By-Laws, Code of Conduct, and other policies and procedures, and relevant Queensland and Australian laws;
 - (iii) they shall comply with and observe this Constitution and the By-Laws, and any determination, resolution or policy which may be made or passed by the Management Committee or any other entity with delegated authority;
 - (iv) by submitting to this Constitution, the Club's By-Laws and policies they are subject to the jurisdiction of Queensland;
 - (v) the Constitution and By-Laws are necessary and reasonable for promoting the Objects and particularly the provision of emergency services rescuing people in peril in Queensland public waters, and the advancement and protection of surf lifesaving as a community service;
 - (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.
- (b) A right, privilege or obligation of a person by reason of their membership of the Club:
- (i) is not capable of being transferred or transmitted to another person; and
 - (ii) terminates upon the cessation of membership, whether by death, refusal, resignation or otherwise.

16. DISCONTINUANCE, RESIGNATION OR TERMINATION OF MEMBERSHIP

16.1 Notice of Resignation

A Member having paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving notice in writing to the Club of resignation or withdrawal of a membership application to the Club's Secretary;

The registration or withdrawal of a membership application may take effect at:

- a) the time such notice is received by the Secretary; or
- b) at a later date as specified in the notice, at which time it shall take effect.

16.2 Termination of Membership

- (a) Membership of the Club may be discontinued by the Management Committee if the member:

- (i) is convicted of a Serious Offence (as defined in relevant SLSA policies);
 - (ii) is convicted of an indictable offence in QLD, other Australian jurisdictions and foreign jurisdictions;
 - (iii) is in breach of any Clause of this Constitution, including but not limited to the failure to pay any monies owed to the Club, failure to comply with the By-Laws and/or policies or any resolution or determination made or passed by the Management Committee or any duly authorised committee; or
 - (iv) conducts him or herself in a way considered to be injurious or prejudicial to the Objects, character or interests of the Club.
- (b) Subject to this Constitution, membership shall not be discontinued by the Management Committee under Clause 16.2(a) without the Management Committee first giving the accused Member a reasonable opportunity to explain the breach and/or remedy the breach.
 - (c) Where a Member fails, in the Management Committee's view to adequately explain or remedy the breach, that Member's membership shall be discontinued under Clause 16.2(a) by the Club giving written notice of the termination.
 - (d) The member concerned shall be given a full and fair opportunity to present their case under this Constitution, and if the Management Committee resolves to terminate a person's membership, it shall instruct the Secretary to advise the member in writing accordingly.

16.3 Appeal of Rejection or Termination of Membership

- (a) This provision of the Constitution does not apply to rejected membership applications under Clause 13.4 of this Constitution.
- (b) A person whose application for membership has been rejected, or whose membership has been terminated, may give the Secretary written notice of the person's intention to appeal against the decision.
- (c) A notice of intention to appeal must be given to the Secretary within 30 days after the person receives written notice of the decision.
- (d) If the Secretary receives a notice of intention to appeal, the Secretary must, within 30 days after receiving the notice, call a general meeting to decide the appeal.

16.4 General Meeting to Decide Appeal

- (a) The general meeting to decide an appeal must be held within 90 days after the Secretary receives the notice of intention to appeal.
- (b) At the meeting, the applicant must be given a full and fair opportunity to show why the application should not be rejected or the membership should not be terminated.
- (c) Also, the Management Committee and the members of the committee who rejected the application or terminated the membership must be given a full and fair opportunity to show why the application should be rejected or the membership should be terminated.
- (d) An appeal must be decided by a majority vote of the members present and eligible to vote at the meeting.

- (e) If a person whose application for membership has been rejected does not appeal against the decision within 30 days after receiving written notice of the decision, or the person appeals but the appeal is unsuccessful, the Secretary must, as soon as practicable, refund the membership fee paid by the person.

16.5 Failure to Re-Apply

If a Member has not:

- (a) re-applied for membership of the Club; and/or
- (b) paid their annual subscription owing the Club;

within one month of reapplication 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 Clause 16.5 as soon as practicable.

16.6 Member to Re-Apply

A Member whose membership has been discontinued under Clause 16.2 or has ceased under Clause 16.5 may only be readmitted as a Member:

- (a) by seeking renewal or re-applying for membership in accordance with this Constitution; and
- (b) following any recommendation at the discretion of the Management Committee, upon such conditions as it deems appropriate.

16.7 Forfeiture of Rights

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

16.8 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 at the discretion of the Management Committee.

17. GRIEVANCES MATTERS AND DISCIPLINARY MEASURES

17.1 Grievance Procedure

This Constitution herein sets set out a grievance procedure for dealing with any dispute and/or breach under the Club's Constitution, By-Laws, Policies and Code of Conduct between-

- (a) a member and another member; or
- (b) a member and the Management Committee; or
- (c) a member and the Club.

17.2 Grievance Procedure

- (a) The grievance procedure for dealing with a dispute under the Constitution, By-Laws, Policies and Code of Conduct rules between parties as mentioned in Clause 17.1 is contained herein.
- (b) It is declared that the grievance procedure cannot apply to a person whose membership has been terminated and an appeal process against the termination under Clause 16.2.
- (c) A member (the aggrieved party) initiates the grievance procedure in relation to the dispute by giving a notice in writing of the dispute to—
 - (i) the other party; and
 - (ii) if the other party is not the Management Committee—the Management Committee.
- (d) If two (2) or more Members initiate a grievance procedure in relation to the same subject matter, the Management Committee may deal with the disputes in a single process, and the members must choose one (1) of the members (also the aggrieved party) to represent the members in the grievance procedure.
- (e) All parties to the dispute must, in good faith, attempt to resolve the dispute.
- (f) If the parties to the dispute cannot resolve the dispute within 14 days after the aggrieved party initiates the grievance procedure, the aggrieved party may, within a further 21 days, ask the Club's Secretary to refer the dispute to mediation.
- (g) Subject to Clause 17.2 if the aggrieved party asks the Club's Secretary to refer the dispute to mediation under Clause (f), the Management Committee must refer the dispute within 14 days after the request.
- (h) If the aggrieved party does not ask the Club's Secretary to refer the dispute to mediation under Clause 17.2(f), the grievance procedure in relation to the dispute ends.

17.3 Grievance Procedure Not Continued in Particular Circumstances

- (a) This Clause applies if—
 - (i) a member initiates a grievance procedure in relation to a dispute, and the Club or Club's Management Committee is the other party to the dispute; or
 - (ii) the aggrieved party asks the Club's Secretary to refer the dispute to mediation under Clause 17.2(f).
- (b) The Management Committee does not have to act under Clause 17.2(e) or (g) if—
 - (i) the aggrieved party has, within 21 days before initiating the grievance procedure, behaved in a way that would give the Management Committee grounds for taking disciplinary action under the Constitution against the aggrieved party in relation to the matter the subject of the grievance procedure; or
 - (ii) before the grievance procedure was initiated, a process had started to take action under the rules against the aggrieved party or terminate the aggrieved party's membership, as provided for under the rules, and the dispute relates to that process or to a matter relevant to that process; or

- (iii) the dispute relates to an obligation under the [Liquor Act 1992](#) (Qld) or any other State law to prevent the entry of the aggrieved party to, or to remove the aggrieved party from, premises used by the Club or to refuse to serve liquor to the aggrieved party at the premises; or
- (iv) the dispute could reasonably be considered frivolous, vexatious, misconceived or lacking in substance or relates to a matter that has already been the subject of the grievance procedure.

17.4 Appointment of Mediator

- (a) If a dispute under Clause 17.3 is referred to mediation—
 - (i) the parties to the dispute must choose a mediator to conduct the mediation; or
 - (ii) if the parties are unable to agree on the appointment of a mediator within 14 days after the dispute it is referred to mediation, the mediator must be—
 - (A) for a dispute between a member and another member—a person appointed by the Management Committee; or
 - (B) for a dispute between a Member and the Management Committee or the Club - an accredited mediator or mediator appointed by the director of a dispute resolution centre.
- (b) An accredited mediator may refuse to be the mediator, or the director of a dispute resolution centre may refuse to appoint a mediator, to mediate the dispute.
- (c) If Clause 17.4(b) applies, the parties may seek to resolve the dispute in accordance with the [Act](#) or otherwise at law.

17.5 Conduct of Mediation

- (a) If a mediator is appointed under Clause 17.4, the mediator must start the mediation as soon as possible after the appointment and try to finish the mediation within 28 days after the appointment.
- (b) Clause 17.5 (a) does not apply if the mediator is a mediator appointed by the director of a dispute resolution centre.
- (c) The mediator—
 - (i) must give each party to the dispute an opportunity to be heard in relation to the matter that is the subject of the dispute; and
 - (ii) must comply with natural justice; and
 - (iii) must not act as an adjudicator or arbitrator; and
 - (iv) during the mediation—may see the parties with or without their representatives, together or separately.
- (d) The parties to the dispute must act reasonably and genuinely in the mediation and help the mediator to start and finish the mediation within the period mentioned in Clause 17.5 (a).
- (e) The costs of the mediation, if any, are to be shared equally between the parties unless otherwise agreed.

- (f) If the mediator cannot resolve the dispute, the parties may seek to resolve the dispute in accordance with the [Act](#) or otherwise at law.

17.6 Representation for grievance procedure

- (a) A party to a dispute may appoint any qualified person to act on behalf of the party in the grievance procedure.
- (b) For Clause 17.6(a), a person is qualified to act on behalf of a party if the person—
 - (i) has sufficient knowledge of the matter that is the subject of the dispute to represent the party effectively; and
 - (ii) is authorised to negotiate an agreement for the party.
- (c) If a party appoints a person under Clause 17.6(a) to act on the party's behalf, the party must give written notice of the appointment to each of the following entities—
 - (i) the other party to the dispute;
 - (ii) the Management Committee;
 - (iii) if a mediator has been appointed before the party appoints the person—the mediator.

17.7 Electronic Communication for Grievance Procedure

Any meeting or mediation session required under the grievance procedure may be conducted by electronic means if all parties to the dispute agree and, in case of mediation, the mediator also agree.

17.8 Disciplinary Actions and Measures

- (a) Disputes and/or matters of a criminal nature must be referred to the Police, eSafety Commissioner, ACCCE (or other State or Government agency) for their investigation.
- (b) The Club may take disciplinary action against a member if it is determined that the member –
 - (i) has failed to comply with the Club's Constitution, Policies, By-Laws;
 - (ii) refuses to support the Club's Objects; or engage in conduct that is prejudicial to the Club.
- (c) If a member has initiated the grievance procedure in relation to a dispute between the member and the Club, the Club must not take disciplinary action against any of the following persons in relation to the matter that is the subject of the grievance until the grievance procedure has been completed—
 - (i) the member who initiated the grievance procedure (the complainant member);
 - (ii) a member of the Club appointed by the complainant member under the Act to act on behalf of the complainant member in the grievance procedure.
- (d) Disciplinary action may be taken if a member asserts pressure on another member to obtain any form of grace or favour on the basis of any difference or distinction.

17.9 Judiciary Committee

- (a) If the Management Committee is satisfied that there are sufficient grounds for taking disciplinary action against a member, the matter will be referred to the Judiciary Committee.
- (b) The Management Committee may suspend a member's membership until such time as the Judiciary Committee has determined the matter.
- (c) The Judiciary Committee of the Club will hear and determine what action, if any, is to be taken against the member.
- (d) A person must not be appointed to the Club's Judiciary Committee if they are biased in favour of, or against, the member concerned.

17.10 Notice To A Member

- (a) Before disciplinary action is taken against a member, the Secretary must give written notice to the member—
 - (i) stating that the Club proposes to take disciplinary action against the member; and
 - (ii) stating the grounds for the proposed disciplinary action; and
 - (iii) specifying the date, place and time of the meeting at which the disciplinary subcommittee (judiciary) intends to consider the disciplinary action (the judiciary meeting); and
 - (iv) advising the member that the member may do one or both of the following—
 - (A) attend the disciplinary meeting and address the Judiciary Committee at that meeting;
 - (B) give a written statement to the Judiciary Committee at any time before the disciplinary meeting; and
 - (v) setting out the member's appeal rights under Clause 17.12.
- (b) The notice must be given no earlier than 14 days, and no later than 28 days, before the disciplinary meeting is held by the Judiciary Committee.

17.11 Decisions of the Judiciary Committee

- (a) At the disciplinary meeting, the Judiciary Committee must—
 - (i) give the member an opportunity to be heard; and
 - (ii) consider any written statement submitted by the member.
- (b) After complying with Clause 17.11(a), the Judiciary Committee may—
 - (i) take no further action against the member; or
 - (ii) subject to Clause 17.11(c)-
 - (A) reprimand the member; or
 - (B) suspend the membership rights of the member for a specified period; or

- (C) expel the member from the Club.
- (c) The Judiciary Committee may not fine the member.
- (d) The suspension of membership rights or the expulsion of a member by the Judiciary Committee under this rule takes effect immediately after the vote is passed.
- (e) The Judiciary Committee must keep an accurate recording of the disciplinary hearing.
- (f) The Judiciary Committee must, within four (4) days of making a disciplinary decision, write to the Club's Management Committee informing them of the Judiciary Committee's decision.

17.12 Appeal Rights

- (a) A person whose membership rights have been suspended or who has been expelled from the Club under Clause 17.11(b) may give notice to the effect that the person wishes to appeal against the suspension or expulsion.
- (b) Until the Member's appeal has been determined and finalised, under this Constitution the judiciary's penalty will remain in place.
- (c) The notice must be in writing and given to the Judiciary Committee and to the Club's Secretary no later than 7 days after the vote.
- (d) If a person has given notice under Clause 17.12(c), the Management Committee must appoint at least 3 persons to an appeal subcommittee to consider the appeal.
- (e) Subject to Clause 17.12(f) the Committee may appoint any person to an appeal subcommittee.
- (f) A person must not be appointed to an appeal subcommittee if the person—
 - (i) was appointed to the Judiciary Committee to hear and determine the matter of the member concerned; or
 - (ii) has a personal interest in the dispute; or
 - (iii) is biased in favour of or against the member concerned.
- (g) The Management Committee must convene a meeting of the appeal subcommittee (the disciplinary appeal meeting) as soon as practicable and no later than 21 days after the notice of the appeal is received.
- (h) Notice of the disciplinary appeal meeting must be given to each member of the appeal subcommittee and the member concerned as soon as practicable and must-
 - (i) specify the date, time and place of the meeting; and
 - (ii) state-
 - (A) the name of the person against whom the disciplinary action has been taken; and
 - (B) the grounds for taking that action; and
 - (C) that at the disciplinary appeal meeting, the appeal subcommittee members present must vote on whether to uphold or revoke the decision to suspend or expel the person.

17.13 Conduct of Disciplinary Appeal Meeting

- (a) At a disciplinary appeal meeting—
 - (i) no business other than the question of the appeal may be conducted; and
 - (ii) the appeal subcommittee must state the grounds of the original decision to suspend or expel the member and the reasons provided by the judiciary committee; and
 - (iii) the person whose membership has been suspended or who has been expelled must be given an opportunity to be heard.
- (b) After complying with Clause 17.13(a) members of the appeal subcommittee present and entitled to vote at the meeting must vote by secret ballot on the question of whether the decision to suspend or expel the person should be upheld or revoked.
- (c) A member may not vote by proxy at the meeting.
- (d) The decision is upheld if a majority of the persons voting at the meeting vote in favour of the decision.

17.14 Other Matters

- (a) Should the Club decide any alleged offence is beyond the responsibility or capability of the Club, the matter may be referred to the Branch or SLSQ for determination.

18. CLUB MEETINGS

18.1 ANNUAL GENERAL MEETING

- (a) An Annual General Meeting of the Club shall be held no later than the last Sunday of August each year at a time and venue to be determined by the Management Committee.
- (b) Written notice of the Annual General Meeting's date and place shall be given to financial members 14 days before the Annual General Meeting is held.
- (c) Written Notice of the Annual General Meeting may be advertised in a prominent position at the Club and communicated to financial members via electronic communication and/or post.
- (d) At the Annual General Meeting the number necessary to form a quorum shall be double the number of the Management Committee plus one (1).
- (e) Should a quorum not be present at the advertised commencement time of the Annual General Meeting, the Chairperson may declare those present to be a quorum, and the meeting shall be deemed properly constituted.
- (f) Notice of motion intended to be moved at an Annual General Meeting must be submitted in writing, signed by both the mover and seconder (who must be Active, Life and/or Award Members of the Club), and provided to the Secretary at least twenty-eight (28) days before the date of the Annual General Meeting. The notice of motion must be included in the business paper accompanying the notice of the Annual General Meeting.
- (g) The meeting may, by ordinary resolution, grant the mover and seconder leave to alter their motion, in a minor way without altering the intention of the motion. No amendment to the intention of the motion will be accepted.

- (h) A motion of which due notice has been given, if unsuccessful, cannot be resubmitted, nor other motion having a similar effect be moved at the next meeting or within twelve (12) months from the date of its rejection, unless approved by the Management Committee.

The date of the Annual General Meeting shall be a minimum of one (1) week prior to that of the Branch.

19. NOTICE OF GENERAL MEETING

- (a) Notice of every General Meeting must be given in writing to each Voting Member entitled to receive notice, fourteen (14) days prior to the date of the meeting. Notice must be sent to the postal address and/or email address appearing in the Register kept by the Club. No other person is entitled, as of right, to receive notice of General Meetings.
- (b) A preliminary notice of a General Meeting should be issued forty-two (42) days before the date of the meeting calling for:
 - (i) notices of motion;
 - (ii) nominations for any Management Committee member and/or other officer positions to be elected; and
 - (iii) any other business to be conducted at that meeting.
- (c) The formal notice of a General Meeting must specify the place, date, and time of the meeting, and set out the business to be transacted.
- (d) The notice given under Clause 19(a) must also include:
 - (i) the agenda for the meeting; and
 - (ii) any notices of motion received from Members in accordance with this Constitution.

20. BUSINESS

- (a) The business to be transacted at the Annual General Meeting must include:
 - (i) presentation of the reports of the Management Committee and associated entity and affiliated bodies;
 - (ii) consideration of the financial statements of the Club and audit report for the last financial year;
 - (iii) the election of Management Committee Officers and the Club's Officers under this Constitution, the Club's By-Laws and policies;
 - (iv) the motion for being an affiliated member with the Branch, SLSQ and SLSA;
 - (v) the motion recognising the affiliation of the Bribie Island SLSC Supporters Club Inc and an association of The Bribie Island SLS Old Boys Inc;
 - (vi) the appointment of the auditors for the present financial year.
- (b) All business that is transacted at a General Meeting, with the exception of those matters set down in Clause 20(a), shall be special business.

- (c) General business can also be transacted at the meeting.

21. NOTICES OF MOTION

Active, Life and/or Award 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. Notices of motion must include a mover and seconder, who must both be Members entitled to vote at the meeting (i.e. Active, Life and/or Award Members).

22. LEGAL ACTION

No Officer, group of Officers, or Members — whether acting individually or as a Committee — may initiate legal action on behalf of the Club, or any action if it carries legal and financial implications against the Club or affiliated entities or associated entities, unless by the following procedure:

- (a) A General Meeting of the Club must be convened in accordance with this Constitution; and
- (b) A motion to approve such action must be passed by two-thirds majority of the members present and eligible to vote.

23. SPECIAL GENERAL MEETINGS

23.1 Special General Meetings May be Held

The Management Committee may, whenever it thinks fit, convene a Special General Meeting of the Club 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.

23.2 Requisition of Special General Meetings

- (a) The Secretary shall on the requisition in writing of twenty-five (25) current voting Members convene a Special General Meeting within fourteen (14) days of the request.
- (b) The requisition for a Special General Meeting shall:
 - (i) state the object(s) of the meeting;
 - (ii) state any motions proposed to be put to vote at the meeting;
 - (iii) be signed by the Members making the requisition; and
 - (iv) be sent to the Club.

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 Club, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than three months after that date.
- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Management Committee.

- (e) The quorum for a Special General Meeting shall be such number of Voting Members that equate to the number of current Management Committee Members plus one (1) Member.

24. PROCEEDINGS AT GENERAL MEETINGS

24.1 Complying with Club's Rules

- (a) Member of the Management Committee of the Club must ensure that the Club complies with its rules about the calling and holding of all Club's meetings.

24.2 Quorum

- (a) No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business.
- (b) A quorum for General Meetings shall be such number of Voting Members that equate to the number of current Management Committee Members plus one (1) Member.
- (c) If, the Club makes a decision at a meeting of the Club for which there is no quorum, the decision has no effect.

24.3 President to Preside

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

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

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

24.4 Adjournment of Meeting

- (a) If within half an hour from the time appointed for the meeting, a quorum is not present the meeting shall be adjourned until the same day in the next week at the same time and place or to such other day and at such other time and place as the Chairperson may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, those Members present and entitled to vote will constitute a quorum for that meeting only.
- (b) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in Clause 24.4(c) it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

24.5 Voting Procedure

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

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

24.6 Voting on Matters Concerning Material Personal Interests

Where, a member of the Club's Management Committee who has a material interest in a matter being considered at a Management Committee meeting must not:

- (a) Be present while the matter is being considered at a Management Committee meeting; and
- (b) Vote on the matter.

24.7 Recording of Determinations

Unless a poll is demanded under Clause 23.5, a declaration by the Chairperson that a resolution has been carried (whether unanimously, by a particular majority, or lost) on a show of hands, and an entry to that effect in the minutes of the Club's proceedings, is conclusive evidence of the result of the vote. No further proof of the number or proportion of votes in favour or against the resolution is required.

24.8 Inspection of Minutes

A member of the Club can request the Club's Secretary to inspect the minute book for a general meeting/s.

The member's request must be written and within 28 days after the member's request is made, the Club's Secretary must:

- a) Make the minutes for the particular general meeting be available for inspection at a mutually agreed time and place; and
- b) Give the member copies of the minutes of the meeting, if requested by the member.

The member must pay reasonable costs of providing copies of the minutes.

24.9 Where Poll Demanded

If a poll is duly demanded under Clause 24.5, it must be taken in such manner, and either immediately, after an interval or following an adjournment, as the Chairperson directs. The result of the poll is deemed to be the resolution of the meeting at which the poll was demanded.

24.10 Use of technology

- (a) A Member who is not physically present at a General Meeting may participate in the meeting using technology that enables the Member and all other Members present to clearly and simultaneously communicate with each other.
- (b) A Member participating in a General Meeting under Clause 24.10(a) is taken to be present at the meeting and, if the Member votes, is taken to have voted in person.

25. VOTING AT GENERAL MEETINGS

25.1 Members entitled to Vote

Each Member entitled to vote, as set out in the By-Laws, has one vote at General Meetings. Subject to this Constitution, that vote must be exercised by the Member personally.

25.2 Casting Vote

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

26. PROXY AND POSTAL/ELECTRONIC VOTING AT GENERAL MEETINGS

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

27. EXISTING MANAGEMENT COMMITTEE MEMBERS

The members of the Management Committee holding office immediately prior to approval of this Constitution under the Act shall continue in their respective positions until the next Annual General Meeting. Thereafter, the positions of the President and other Management Committee Members shall be filled, vacated and otherwise managed in accordance with this Constitution.

28. POWERS OF THE MANAGEMENT COMMITTEE

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

29. COMPOSITION OF THE MANAGEMENT COMMITTEE

29.1 Composition of the Management Committee

The Management Committee shall comprise of:

- (a) a President;
- (b) a Deputy President;
- (c) a Treasurer;
- (d) a Secretary;
- (e) a Life Saving Club Captain;
- (f) a Surf Sports Officer;
- (g) a Chief Training Officer; and
- (h) a Junior Activities Chairperson

all of whom must be Individual Members and shall be elected under Clause 30.

29.2 The Executive Committee shall comprise of the following:

- (a) the President;
- (b) the Deputy President;
- (c) the Treasurer;
- (d) the Secretary; and
- (e) the Life Saving Club Captain

The Executive Committee may, with approval from the Management Committee, deal with items requiring prompt or urgent attention.

29.3 Duties of Officers, Senior Staff Member and Members of the Management Committee and Executive Committee

(a) Duty of Care and Diligence

Each officer, senior staff member, and member of the Executive and Management Committees of the Club must:

- (i) exercise their powers and discharge their duties with reasonable care and diligence;
- (ii) make business judgments in good faith and for a proper purpose;
- (iii) not have a material personal interest in the subject matter of the judgment;
- (iv) inform themselves about the subject matter of the judgment to the extent they reasonably believe is appropriate; and
- (v) reasonably believe that the judgement is in the best interest of the Club.

(b) Duty of Good Faith

Each officer, senior staff member and member of the Executive and Management Committee must exercise their powers and discharge their duties:

- (i) in good faith and in the best interests of the Club; and
- (ii) for a proper purpose.

(c) Duty to Use Position Properly

An officer, senior staff member and member of the Executive and Management Committees of the Club must not improperly use their position to:

- (i) gain, directly or indirectly, a pecuniary benefit or material advantage for themselves or another person; or
- (ii) cause detriment to the Club.

(d) Duty to Use Information Properly

A person who obtains information by virtue of their position of being an Officer, senior staff member and member of the Executive and Management Committees of the Club must not improperly use that information to:

- (i) gain, directly or indirectly, a pecuniary benefit or material advantage for themselves or another person; or
 - (ii) cause detriment to the Club.
- (e) Duty to Prevent Insolvent Trading
 - (i) Members of the Club's Management Committee and Executive committees has a duty at all times to keep the Club solvent.
 - (ii) They must take all reasonable steps to prevent the Club from trading while insolvent, including monitoring financial performance and seeking professional advice where necessary.
- (f) Reporting Breaches of Duties
 - (i) if any officer, senior staff member, or Committee member becomes aware of a potential or actual breach of the duties outlined in this Constitution, they must report the matter to the President (or Deputy President if the President is the subject of the breach) as soon as reasonably practicable.
 - (ii) The President (or Deputy President) must determine whether the matter requires:
 - Internal investigation by the Management Committee,
 - External legal or financial advice, or
 - Notification to the relevant regulatory body.
 - (iii) The club must maintain confidentiality during any investigation and ensure that all persons involved are treated fairly and with due process.

29.4 Portfolios and Responsibilities

The Management Committee may, if it considers it appropriate to further the Club's Objects, allocate Members to specific portfolios with defined responsibilities, at its discretion.

29.5 Right to Co-Opt

The Management Committee may co-opt any person with appropriate experience or expertise to assist the Management Committee in respect of such matters and on such terms as the Management Committee thinks fit.

Any person so co-opted shall not be part of the Management Committee, and shall not exercise the rights of a Management Committee Member but shall act in an advisory role only.

29.6 Appointment of Delegate

- (a) The President shall, be appointed Delegate to attend general meetings of the Branch for their term of appointment, otherwise in accordance with the Branch and SLSQ Constitutions and policies.
- (b) The Club must advise the Branch in writing of its Delegate.

30. ELECTION OF MANAGEMENT COMMITTEE OFFICERS

30.1 Nominations of Candidates

- (a) Nominations for candidates to be elected to the Management Committee shall be called for by the Club thirty (30) days prior to the Annual General Meeting.
- (b) Nominations for positions shall be received by the Club's Secretary at least fourteen (14) days prior to the AGM and shall be posted for all voting members one week prior to the AGM.
- (c) When calling for nominations the Club shall also provide details of the necessary qualifications including the requirements under the Act and job description for the positions (if any). Qualifications and job descriptions shall be as determined by the Management Committee from time to time.
- (d) Nominations of candidates for election as Management Committee and other Officers (including the President) may only be elected as follows:
 - (i) Any two (2) voting Members (active, award and life) of the Club may nominate another Member (the Candidate) to serve as an Officer of the Management Committee;
 - (ii) Nominations must be in writing (including electronically), on the club approved form, signed by the Candidate and the two (2) nominating Members who are eligible to vote at the relevant meeting.
 - (iii) The completed nomination must be delivered to the Club's Secretary no later than fourteen (14) days before the date of the Annual General Meeting; and
 - (iv) The Club Secretary must circulate the list of valid nominations to all Members entitled to receive the notice under this Constitution, together with the agenda for the Annual General Meeting.

A person may be a Candidate only if the person is:

- a) An adult (18 years of age); and
 - b) Is eligible for election to the Management Committee under the Act and this Constitution.
- (v) A list of candidates' names (in alphabetical order), along with the names of the Members who nominated each candidate, must be clearly displayed on the Club's Notice Board for at least seven (7) days immediately preceding the Annual General Meeting.
 - (vi) The Management Committee must ensure that, prior to a candidate being elected to the Management Committee, the candidate is advised on the following:
 - (A) whether or not the Club holds public liability insurance; and
 - (B) if the Club has such insurance, the amount of the public liability cover.

30.2 Eligibility for Election to the Club's Management Committee

A person is not eligible to be elected or appointed as a member of the Club's Management Committee if the person:

- (a) has been convicted of an indictable offence; or
- (b) an offence punishable by imprisonment (excluding offences where imprisonment was imposed solely in default of payment of a fine);
- (c) is currently serving a sentence of imprisonment, including any suspended sentence;
- (d) has been convicted of an offence and the rehabilitation period under the *Criminal Law (Rehabilitation of Offenders) Act 1986 (Qld)* has not yet expired;
- (e) is an undischarged bankrupt under the *Bankruptcy Act 1996* (Cth), the law of an external territory, or the law of another country;

has entered into a deed of arrangement or personal insolvency under Part X of the *Bankruptcy Act 1966* (Cth), or equivalent legislation in another jurisdiction, and a final payment has not yet been made under that arrangement.

30.3 Ongoing Disclosure of Ineligibility to the Club's Management Committee

- (a) A member of the Management Committee must immediately notify the President (or, if the President is the subject, the Deputy President) in writing if they:
 - (i) Become disqualified from holding office under Clause 29.2; or
 - (ii) Are charged with, or convicted of, any offence that may impact their eligibility or ability to fulfil their duties.
- (b) Upon receiving such notification, or otherwise becoming aware of a potential disqualification, the Management Committee must:
 - (i) Review the matter as soon as reasonably practicable; and
 - (ii) suspend the member from their duties pending a determination, if necessary to protect the Club's interests.
 - (iii) If it is determined that the member is disqualified under Clause 29.2, the position shall be declared vacant and filled in accordance with this Constitution.
- (c) Voting procedures

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

30.4 Term of Office of Management Committee, Officers and Other Committee Members

- (a) The Term of Office of the Management Committee shall be one (1) year. Elected at each Annual General Meeting.

31. SECRETARY DUTIES

31.1 Election of Secretary

- (a) The Club's Secretary must be an adult (min 18 years of age) residing in Queensland or in another state that is not more than 65 km from the Queensland border.
- (b) The Club's Secretary must be a member of the Club elected by the Club as Secretary.

- (c) If there is a vacancy in the office of Secretary, then the members of the Management Committee must appoint or elect a Secretary within one (1) month after the vacancy has occurred.

31.2 Office of Club Secretary

The Club's Secretary must not hold the office of auditor when duly appointed under the Club's Constitution and rules as Club Secretary.

The office of Secretary shall become vacant if the person holding that office:

- (a) dies; or
- (b) becomes bankrupt or compounds with creditors or other take advantage of the laws in force for the time being relating to bankruptcy; or
- (c) is convicted of an offence under the Act; or
- (d) convicted of an indictable offence or an offence punishable on summary conviction for which the person is sentenced to imprisonment, other than in default of payment of a fine; or
- (e) resigns office by writing under the person's hand, addressed to the Management Committee of the Club; or
- (f) ceases to be a resident of Queensland or in another state but not more than 65 Km from the Queensland border.

31.3 Functions of Secretary

The Club's Secretary's functions include, but not limited to:

- (a) Calling meetings of the Club, including preparing notices of a meeting and of the business to be conducted at the meeting; and
- (b) Keeping accurate minutes of each meeting; and
- (c) Keeping copies of all correspondence and other documents relating to the Club; and
- (d) Maintaining the Club's Register of Members.

32. VACANCIES OF MANAGEMENT COMMITTEE OFFICERS

32.1 Registration, Removal or Vacation of Office of Management Committee

- (a) A member of the Management Committee may resign from the Management Committee by written notice of registration given to the Club's Secretary.
- (b) Registration will take effect at:
 - (i) the time the written notice is given to the Club's Secretary; or
 - (ii) if, a later time as stated in the written registration notice.

32.2 Circumstances of Members Vacating the Management Committee and Grounds for Termination of a Club Officer Position on the Management Committee

In addition to the circumstances in which the position of a Club Officer becomes vacant by virtue of the Act, the position of Club Officer becomes vacant if the Officer:

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) is found guilty of an indictable offence;
- (d) convicted of an indictable offence;
- (e) convicted of an offence punishable on summary conviction for which the person is sentenced to imprisonment (other than in default of payment of a fine);
- (f) convicted of an offence on indictment or summarily and sentenced to imprisonment, other than in default of payment of a fine, and the rehabilitation period in relation to the conviction has not expired.
- (g) 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;
- (h) resigns his office in writing to the Club;
- (i) is absent without the consent of the Management Committee from meetings of the Management Committee held during a period of 6 months;
- (j) without the prior consent or later ratification of the Members in General Meeting holds any office of profit under the Club;
- (k) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of his interest;
- (l) is removed by Special Resolution;
- (m) has been expelled or suspended from membership (without further recourse under this Constitution or SLSQ policies);
- (n) is convicted of an offence under the Act;
- (o) would otherwise be prohibited or suspended from being a director of a corporation under the *Corporations Act 2001 (Cth)*; or
- (p) would otherwise be prohibited or suspended from being a Responsible Person of a charity under the *Australian Charities and Not-for-Profit Commission Regulations Act 2022 (Cth)*.

32.3 Remaining Management Committee Members

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

32.4 Casual Vacancy

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

32.5 No Right of Appeal

An Officer has no right of appeal against their removal from office under this Clause.

33. MEETINGS OF THE MANAGEMENT COMMITTEE

33.1 Management Committee to Meet

The Management Committee shall meet at least once every four (4) months in every year for the dispatch of business and, subject to this Constitution, may adjourn and otherwise regulate its meetings as it thinks fit.

Each Management Committee meeting must have a quorum as prescribed by the Club's Constitution.

A Management Committee Member may at any time convene a meeting of the Management Committee within a reasonable time.

33.2 Use of Technology

The Management Committee may hold meetings, or permit members to take part in its meetings by using technology that reasonably allows members of the Club to hear and take part in discussions during a Management Committee meeting.

33.3 Decisions of Management Committee

Subject to this Constitution, questions arising at any meeting of the Management Committee shall be decided by a majority of votes and a determination of a majority of its members shall be deemed a determination of the Management Committee. All Management Committee Members, including the Chair, shall have one vote on any question.

The Management Committee must decide within a reasonable time before the commencement of the lifesaving year that the Club will or will not take out adequate public liability insurance policy.

The Management Committee must disclose to the members of the Club at the next Annual General Meeting that the Club has taken out an adequate public liability insurance policy.

In the event, that the Management Committee decides that the Club is not to take out an adequate public liability insurance policy, then the Management Committee must disclose to Club Members at the Club's following Annual General Meeting the following:

- (a) Reasons for the Management Committee's decision; and
- (b) Advise and/or inform Club members that if the Club fails to take out adequate public liability insurance, any claim, action, proceeding or demand made against the Club will incur any liability and be liable to pay any payment (by way of damages) to a claimant; and
- (c) The Club's failure to take out adequate public liability policy may risk the Club's assets if the Club is liable to pay any payment (by way of damages) for any successful claim, action, proceeding or demand is made against the Club.

33.4 Resolutions Not in Meeting

- (a) A resolution in writing, signed or assented to by any form of visible or other electronic communication by all the Directors for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened

and held. Any such resolution may consist of several documents in like form each signed by one or more of the Directors.

- (b) Without limiting the power of the Management Committee to regulate its meetings as it thinks fit, a meeting of Management Committee may be held where one or more of the Officers is not physically present at the meeting, provided that:
- (i) all persons participating in the meeting are able to communicate with each other effectively simultaneously and instantaneously whether by means of telephone or other form of communication;
 - (ii) notice of the meeting is given to all the Management Committee members entitled to receive it, in accordance with the usual procedures agreed upon or specified from time to time by the Management Committee or this Constitution. The notice must also state that Officers are not required to be physically present in person;
 - (iii) if a failure in communication prevents the number of Management Committee members required to satisfy Clause 33.4(b)(i) from being maintained, and none of those members physically present at the place deemed to be the meeting location, then the meeting shall be suspended. If a quorum is not re-established within fifteen (15) minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned; and
 - (iv) any meeting of the Management Committee at which one or more members are not physically present shall be deemed to be held at the location specified in the notice of meeting, provided at least one Management Committee Member is physically present at the specified location. If no member is physically present at the specified location, the meeting shall be deemed to be held at the place where the Chairperson of the meeting is located.

33.5 Quorum

At meetings of the Management Committee the number of Members whose presence is required to constitute a quorum is a majority of the Management Committee Members (i.e. five members).

33.6 Notice of Management Committee Meetings

Unless all Management Committee Members agree to hold a meeting at shorter notice (which such agreement sufficiently evidenced by their attendance at the meeting), at least seven (7) days' oral or written notice of the meeting must be given to each Management Committee member.

33.7 Conflict of Interest

- (a) Any Officer, senior staff member, or member of the Management Committee who has a direct or indirect interest in a matter being considered by the Committee must disclose the nature and extent of the interest as soon as practicable after becoming aware of the interest.
- (b) The disclosure must be recorded in the minutes of the relevant meeting.
- (c) Unless the Committee decides otherwise, the Member must not:
 - (i) be present while the matter is being considered at the meeting;
 - (ii) speak on the matter; and

- (iii) vote on the matter.
- (d) A notice that an Officer is to be regarded as having a direct or indirect material personal interest in a matter being considered is sufficient declaration for such an Officer and the said matter. After such general notice it is not necessary for such an Officer to give a special notice relating to the said matter.
- (e) The Committee may decide that the person may participate in discussions but not vote, or take other steps to manage the conflict in the best interests of the Club.
- (f) An Officer is disqualified from:
 - (i) holding any place of profit or position of employment in the Club, or in any company or incorporated Club in which the Club is a shareholder or otherwise interested; or
 - (ii) contracting with the Club either as vendor, purchaser or otherwise;
 except with express resolution of approval of the Management Committee.
- (g) Any contract or arrangement in which any Officer is in any way interested which is entered into by or on behalf of the Club without the approval of the Management Committee, will be voided for such reason.
- (h) The nature of the financial interest of such Officer must be declared by the Officer at the meeting of the Management Committee at which the contract or arrangement is first taken into consideration if the interest then exists, or in any other case at the first meeting of the Management Committee after the acquisition of the interest.
- (i) A general notice that an Officer 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 for such an Officer and the said transactions. After such general notice it is not necessary for such an Officer to give a special notice relating to any particular transaction with that firm or company.
- (j) An Officer, notwithstanding the interest, may be counted in the quorum present at any meeting but cannot vote in respect of any contract or arrangement in which the Officer is interested. If the Officer votes, the vote shall not be counted.

34. DELEGATIONS

34.1 Management Committee May Delegate Functions

The Management Committee may, by written instrument, establish or appoint special committees, sub-committees, individual officers, or consultants - whether from among its own members or otherwise - to carry out such duties and functions, and with such powers, as the Management Committee determines.

34.2 Delegation by Instrument

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

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

34.3 Delegated Function Exercised in Accordance with Terms

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

34.4 Procedure of Delegated Entity

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

34.5 Delegation may be Conditional

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

34.6 Revocation of Delegation

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

35. BY-LAWS

35.1 Management Committee to Formulate By-Laws

- (a) The Management Committee may formulate, issue, adopt, interpret and amend the Club's By-Laws as it considers necessary or desirable for the proper advancement, management and administration of the Club, including the advancement of the Club's Objects and surf lifesaving in Bribie Island.
- (b) The Club's By-Laws must be consistent with the Act and its associated Regulations.
- (c) Any By-Law that is inconsistent with the Act or its Regulations shall be void to the extent of the inconsistency.
- (d) In the event of an inconsistency between the Club's By-Laws and those of SLISA, SLSQ or the relevant Branch, the regulations and By-Laws of SLISA, SLSQ and/or the Branch may prevail to the extent of the inconsistency.
- (e) All By-Laws made under this Constitution shall be binding on the Club and all Members.

35.2 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 to the extent that such clauses, rules, by-laws and regulations are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be By-Laws under this clause.

35.3 Notices Binding on Members

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

36. FUNDS, RECORDS AND ACCOUNTS

36.1 Source of Funds

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

36.2 Financial Institution

The Club must keep an account in Queensland with a financial institution.

36.3 Capital and Borrowings

Where the Executive Committee and/or an Officer proposes to:

- (a) expend Club funds on capital expenditure over the sum of five thousand dollars [A\$5000];

the Executive Committee must seek the approval of the Management Committee Meeting to such expenditure and/or borrowings

- (b) Any borrowings proposed by the Club;

must seek the approval of the Members in a Special General Meeting to such expenditure and/or borrowings.

36.4 Club to Keep Records

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

36.5 Records Kept in Accordance with Act

The Club must keep the following records:

- (a) a cash book or statement of amounts received and paid;
- (b) a receipt book of receipt forms;
- (c) records of the account the Club keeps with a financial institution that are given to the Club by the financial institution;
- (d) a register of members;
- (e) a register of assets;
- (f) a petty cash book;
- (g) a minute book of the Management Committee.

Where the Club's receipt books are kept by way of a computer record, the Club must contain receipt forms printed in duplicate and consecutively numbered or be kept on the numbered butt principle.

The Club must ensure that its records are kept in the English language that:

- (h) correctly records and explains its transactions and financial position; and
- (i) enables financial statements for the association to be prepared; and
- (j) enables a financial statement to be properly and conveniently audited.

36.6 Club Must Retain Records

The Club must retain its financial records for a minimum period of seven (7) years following the completion of the transactions or operations to which they relate. These records must be kept within the State of Queensland.

The Management Committee must ensure the safe custody of books, documents, instruments of title and securities of the Club.

36.7 Management Committee to Submit Accounts

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

36.8 Accounts Conclusive

The Statements of Account, once approved or adopted by the Annual General Meeting, shall be conclusive and binding, except in case of any error discovered within ninety (90) days of such approval or adoption.

36.9 Accounts to be provided to Members

The Management Committee must ensure that a copy of the Statements of Account, The Management Committee's report, the auditor's report (if any), and any other documents required under the Act (if any) are provided to all persons entitled to receive notice of the Annual General Meeting, in accordance with this Constitution.

36.10 Negotiable Instruments

- (a) All monies shall be banked as soon as practicable after receipt thereof.
- (b) All amounts of four hundred dollars (\$400) or over shall be paid by electronic transfer or authorised by any two of the President, Secretary, Treasurer or other member authorised from time to time by the Management Committee.
- (c) The Management Committee shall determine the amount of petty cash, which shall be kept on hand.
- (d) All Club expenditure shall be approved or ratified at a Management Committee meeting.

36.11 Members' Access to books, minutes and other documents

- (a) Members may apply in good faith and for a proper purpose to the Management Committee to access the financial records, books, securities and other relevant documents of the Club. Upon receiving such a request, the Management Committee

may, at its absolute discretion, decide to permit or refuse the request. If the Management Committee permits the request, it may impose conditions upon the member's access.

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

37. AUDITOR

- (a) A properly qualified auditor or auditors shall be appointed by the Club at the Annual General Meeting.
- (b) The auditor's duties shall be regulated in accordance with the Act, and in accordance with the Australian Charities and Non-for-Profit Commission Act 2012 and the Australian Charities and Non-for-Profit Commission Regulation 2013 (Cth) for charities endorsed as Deductible Gift Recipients, and/or any applicable charity regulation. Whichever has the higher standard shall apply.
- (c) The auditor may be removed by the Club at a Special General Meeting.
- (d) The accounts of the Club shall be examined and the correctness of the three key financial statements, being the statement of profit or loss and other income, the statement of financial position and the statement of cash flows, ascertained by an auditor or auditors at the conclusion of each Financial Year.

38. NOTICE

38.1 Manner of Notice

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

38.2 Notice of General Meeting

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

39. SEAL

39.1 Safe Custody of Seal

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

39.2 Affixing Seal

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

40. ALTERATION OF CONSTITUTION

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

41. INDEMNITY

41.1 Management Committee to be indemnified

Every Management Committee Member, officer, auditor, manager, employee or agent of the Club shall be indemnified out of the property or assets of the Club against any liability properly incurred by him in his capacity as Management Committee Member, 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.

41.2 Club to Indemnify Management Committee and Officers

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

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

42. DISSOLUTION

Subject to Clauses 5 and 6, the Club may be wound up in accordance with the provisions of the Act.

43. REMUNERATION AND OTHER BENEFITS

Any remuneration (over \$150 in any lifesaving season) paid to, or benefits received by any Officer, or their relative, or each senior staff member of the Club or their relatives in the Club's financial year must be disclosed at the Club's annual general meeting.

Disclosure of remuneration and other benefits to the Club's annual general meeting must include:

- (a) each member of the Management Committee of the Club who received remuneration and/or benefit;
- (b) each officer of the Club;
- (c) each senior staff member of the Club;
- (d) each relative of a member of the Club's Management Committee; officer, senior staff member.
