

# Constitution

Date: 5/7/2019

**SEASPRAY SURF LIFE SAVING CLUB INCORPORATED**

**REGISTRATION NO. A0003322A**

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## TABLE OF CONTENTS

1.	NAME .....	1
2.	INCORPORATION .....	1
3.	OBJECTS OF ASSOCIATION .....	1
4.	POWERS OF ASSOCIATION .....	3
5.	INTERPRETATION AND DEFINITIONS .....	3
5.1	Definitions.....	3
5.2	Interpretation .....	4
5.3	Enforceability.....	5
6.	STATUS AND COMPLIANCE OF ASSOCIATION .....	5
6.1	Recognition of Association .....	5
6.2	Compliance of Association .....	5
6.3	Operation of Constitution .....	6
7.	ASSOCIATION'S CONSTITUTION .....	7
7.1	Constitution of the Association .....	7
7.2	Operation of the LSV Constitution .....	7
8.	MEMBERSHIP OF ASSOCIATION .....	7
8.1	Minimum number of Members .....	7
8.2	Categories of Member .....	7
8.3	Application for Membership .....	8
8.4	Discretion to Accept or Reject Application .....	8
8.5	Renewal of membership .....	8
8.6	Membership Transitional Arrangements .....	9
8.7	Life Members .....	9
8.8	Effect of Membership .....	9
8.9	Liability of Members .....	10
9.	SUBSCRIPTIONS AND FEES .....	10
10.	REGISTERS.....	10
10.1	Association to Keep Register of Members .....	10
10.2	Changes to Member details.....	10
10.3	Inspection of Register .....	10
10.4	Use of Register .....	11
10.5	Right of LSV to Register .....	11
11.	DISCONTINUANCE OF MEMBERSHIP .....	11
11.1	Discontinuance by Notice of Resignation .....	11
11.2	Discontinuance by Breach .....	11
11.3	Discontinuance by Failure to Pay Subscription .....	11
11.4	Resignation by failure to re-apply .....	12
11.5	Amendment to the Register .....	12
11.6	Forfeiture of Rights .....	12
11.7	Membership may be Reinstated .....	12
11.8	Refund of Membership Fees .....	12
12.	GRIEVANCES, JUDICIAL AND DISCIPLINE .....	12
13.	ANNUAL GENERAL MEETINGS .....	12
13.1	Annual General Meeting to be Held .....	12
13.2	Business.....	13
13.3	Additional Meetings.....	13
14.	SPECIAL GENERAL MEETINGS.....	13
14.1	Special General Meetings May be Held .....	13

14.2	Request for Special General Meetings .....	13
15.	GENERAL MEETINGS .....	14
15.1	Notice to be Given for General Meetings .....	14
15.2	Business of Meeting.....	14
15.3	Quorum .....	14
15.4	President to Chair .....	15
15.5	Chairperson May Adjourn Meeting .....	15
15.6	Use of technology .....	15
16.	VOTING AT GENERAL MEETINGS .....	15
16.1	Members entitled to Vote .....	15
16.2	Voting Procedure .....	16
16.3	Recording of Determinations .....	16
16.4	Where Poll Demanded.....	16
16.5	Casting Vote.....	16
16.6	Proxy and Postal Voting .....	16
17.	MINUTES OF GENERAL MEETINGS .....	16
18.	BOARD.....	17
18.1	Powers of Board.....	17
18.2	Composition of Board .....	17
18.3	Portfolios .....	17
18.4	Right to Co-Opt .....	17
18.5	Appointment of Delegate .....	17
18.6	Transitional Arrangements.....	18
18.7	Term of Office of Directors.....	18
19.	ELECTION OF DIRECTORS.....	18
19.1	Nominations of Candidates.....	18
19.2	Voting procedures .....	19
20.	VACANCY ON THE BOARD .....	19
20.1	Grounds for Termination of Director .....	19
20.2	Removal of Director .....	20
20.3	Casual Vacancy .....	20
21.	QUORUM AND PROCEDURE AT BOARD MEETINGS.....	20
21.1	Convening a Board Meeting .....	20
21.2	Urgent Board Meetings .....	20
21.3	Quorum .....	21
21.4	Procedures at Board meetings .....	21
21.5	Leave of absence.....	22
21.6	Material Personal Interests .....	22
21.7	Financial Interest.....	23
21.8	Conflicts.....	23
22.	DELEGATED POWERS .....	23
22.1	Board May Delegate Functions .....	23
22.2	Exercise of Delegated Functions .....	24
22.3	Procedure of Delegated Entity.....	24
22.4	Committees .....	24
23.	DUTIES .....	24
23.1	General Duties .....	24
23.2	Secretary .....	25
23.3	Financial Duties.....	25

24.	MINUTES OF BOARD MEETINGS .....	25
25.	BY LAWS .....	26
25.1	Board to Formulate By-Laws .....	26
25.2	By Laws Binding.....	26
25.3	Transitional Arrangements.....	26
25.4	Notices Binding on Members.....	26
26.	TRANSITIONAL ARRANGEMENTS .....	26
27.	FUNDS, RECORDS AND ACCOUNTS .....	27
27.1	Sources of Funds .....	27
27.2	Management of funds .....	27
27.3	Association to Keep Records.....	27
27.4	Board to Submit Accounts .....	27
27.5	Accounts Conclusive.....	28
27.6	Accounts to be Sent to Members .....	28
28.	APPLICATION OF INCOME .....	28
29.	NEGOTIABLE INSTRUMENTS .....	28
30.	AUDITOR .....	28
31.	SERVICE OF NOTICES .....	29
32.	COMMON SEAL .....	29
33.	REGISTERED ADDRESS .....	29
34.	ALTERATION OF CONSTITUTION .....	29
35.	INDEMNITY.....	30
36.	DISSOLUTION .....	30
37.	CUSTODY OF BOOKS AND OTHER DOCUMENTS .....	31
38.	LIQUOR LICENCE OBLIGATIONS .....	31
38.1	No payments .....	31
38.2	Guests .....	31
38.3	Records .....	32

# CONSTITUTION OF SEASPRAY SURF LIFE SAVING CLUB INCORPORATED [1]

## 1. NAME

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

## 2. INCORPORATION

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Associations shall incorporate under the Act and shall remain incorporated.

## 3. OBJECTS OF ASSOCIATION [2]

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

- (a) participate as a member of Life Saving Victoria (**LSV**) and Surf Life Saving Australia Limited (**SLSA**) and The Royal Life Saving Society Australia (**RLSSA**) through and by which lifesaving and the preservation of life in the aquatic environment can be conducted, encouraged, promoted, advanced and administered;
- (b) provide for the conduct, encouragement, promotion and administration of lifesaving throughout Seaspray and immediate surrounds;
- (c) ensure the maintenance and enhancement of the Association, LSV, Life Saving Clubs, SLSA, RLSSA and lifesaving, its standards, quality and reputation for the benefit of the Members and lifesaving;
- (d) at all times promote mutual trust and confidence between the Association, LSV, Life Saving Clubs, SLSA, RLSSA and the Members in pursuit of these objects;
- (e) at all times act on behalf of and in the interest of the Members and lifesaving;
- (f) promote the economic and community service success, strength and stability of the Association, LSV, Life Saving Clubs, SLSA, RLSSA and lifesaving;
- (g) affiliate and otherwise liaise with LSV, SLSA and RLSSA, in the pursuit of these objects and the objects of lifesaving;
- (h) conduct, encourage, promote, advance and control lifesaving in Seaspray and immediate surrounds, its many aspects devoted to aquatic safety and management and the preservation of life in the aquatic environment;
- (i) conduct or commission research and development for improvements in methods of lifesaving and lifesaving equipment and in all ways to improve and safeguard the use of the aquatic environment;
- (j) use and protect the Intellectual Property
- (k) apply the property and capacity of the Association towards the fulfilment and achievement of these Objects;
- (l) promote the involvement and influence of lifesaving standards, techniques, awards and education with bodies involved in lifesaving;

- (m) strive for Governmental, commercial and public recognition of the Association as the authority on aquatic safety and management in Seaspray and immediate surrounds;
- (n) promulgate, and secure uniformity in, such rules as may be necessary for the management and control of lifesaving and related activities and the preservation of life in the aquatic environment;
- (o) further extend the operations and teachings of the Association throughout Seaspray and immediate surrounds;
- (p) further develop lifesaving into an organised institution and with these objects in view, to foster, regulate, organise and manage assessments, competitions, displays and other activities and to issue badges, medallions and certificates and award trophies to successful Members;
- (q) review and/or determine any matters relating to lifesaving which may arise, or be referred to it, by any Member;
- (r) pursue through itself or other such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of lifesaving in Seaspray and immediate surrounds;
- (s) adopt and implement appropriate policies, including in relation to sexual harassment, equal opportunity, equity, drugs in sport, health, safety, junior and senior programs, infectious diseases and such other matters as arise from time to time as issues to be addressed in lifesaving;
- (t) represent the interests of its Members and of lifesaving generally in any appropriate forum in Seaspray and immediate surrounds;
- (u) have regard to the public interest in its operations;
- (v) do all that is reasonably necessary to enable these objects to be achieved and to enable the Members to receive the benefits which these objects are intended to achieve;
- (w) ensure that environmental considerations are taken into account in all lifesaving and related activities conducted by the Association;
- (x) promote the health and safety of Members and all other users of the aquatic environment;
- (y) encourage Members to realise their potential and athletic abilities by extending to them the opportunity of education and participation in lifesaving competition and to award trophies and rewards to successful competitors;
- (z) encourage and promote performance-enhancing drug free competition;
- (aa) establish, grant and support awards to Members and others, in honourable public recognition of hard and meritorious rescues from the sea, deeds of exceptional bravery from time to time performed in the course of lifesaving and other distinguished services and acts;
- (bb) give, and seek where appropriate, recognition for Members to obtain awards or public recognition in fields of endeavour other than lifesaving;

- (cc) seek and obtain improved facilities for the enjoyment of the aquatic environment in Seaspray and immediate surrounds;
- (dd) promote uniformity of laws for the control and regulation of the aquatic environment in Seaspray and immediate surrounds and to assist authorities in enforcing these laws;
- (ee) effect such objects as may be necessary in the interests of lifesaving and the aquatic environment in Seaspray and immediate surrounds; and
- (ff) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these objects.

#### **4. POWERS OF ASSOCIATION [3]**

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

#### **5. INTERPRETATION AND DEFINITIONS [8.1]**

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##### **5.1 Definitions**

In this Constitution, unless the contrary intention appears:

**Act** means the *Associations Incorporation Reform Act 2012* (Vic).

**Annual General Meeting** or **AGM** means a meeting of Members convened under **rule 13**.

**Annual Subscriptions** means the annual fees payable by each category of Member as determined by the Board under **rule 9**.

**Board** means the body managing the Association and consisting of the Directors under **rule 18.1(a)**.

**By-Laws** mean any by-laws made by the Board under **rule 25**.

**Committee** means any committee of the Board created under **rule 22.4** from time to time.

**Constitution** means this constitution of the Association as amended from time to time.

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

**Director** means a member of the Board elected **rule 19**.

**Financial Year** means the year ending 30 June in each year.

**General Meeting** means the annual or any special general meeting of the Association convened in accordance with **rule 15**.

**Individual Member** means a registered member of the Association comprised of such categories of members as are determined by SLSA and/or LSV from time to time and defined in the By Laws.

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

**Life Member** means an individual appointed as a Life Member under **rule 8.7**.

**Life Saving Club** means a lifesaving club which is a member of or otherwise affiliated with LSV or SLSA.

**LSV** means the body recognised by SLSA as the body administering lifesaving in Victoria.

**Member** means any person recognized as a member of the Association by the Board under **rule 8** from time to time.

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

**President** means the President for the time being of the Association appointed under **rule 0**.

**Register** means the register of Members kept under **rule 10.1**.

**Relevant Documents** means the records and other documents, however recorded compiled or stored, that relate to the Association and management of the Association and includes membership records, financial statements, financial records, and records and documents relating to transactions, dealings, business or property of the Association.

**RLSSA** means The Royal Life Saving Society Australia.

**Seal** means the common seal of the Association (if any) and includes any official seal of the Association.

**SLSA** means Surf Life Saving Australia Limited.

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

**State** means and includes a State or Territory of Australia.

## **5.2 Interpretation [8.2]**

In this Constitution:

- (a) a reference to a rule, regulation, schedule or annexure is to a rule, regulation, schedule or annexure of, or made under, this Constitution;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing any gender include the other genders;



- (d) headings are for convenience only and shall not be used for interpretation;
- (e) words or expressions shall be interpreted in accordance with the provisions of the Act as they vary from time to time;
- (f) references to persons include natural persons, corporations and bodies politic, and any legal personal representatives, successors and permitted assigns of that person;
- (g) 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.
- (h) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction);
- (i) expressions referring to "writing" shall unless the contrary intention appears, be construed as including references to printing, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail; and
- (j) the model rules made under the Act are expressly displaced by this Constitution.

### **5.3 Enforceability**

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable in any jurisdiction, the phrase or provision shall be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If it cannot be so read down the provision shall be severed to the extent of the invalidity or unenforceability. The remaining provisions of this Constitution and its validity or enforceability shall not be affected by the severance in any other jurisdiction.

## **6. STATUS AND COMPLIANCE OF ASSOCIATION [PART II 9]**

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### **6.1 Recognition of Association**

Subject to compliance with this Constitution, the LSV constitution, and the SLSA constitution the Association shall continue to be recognised as a Member of LSV and shall administer lifesaving activities in Seaspray and immediate surrounds in accordance with the Objects.

### **6.2 Compliance of Association [9.3]**

The Members acknowledge and agree the Association shall:

- (a) be or remain incorporated in Victoria;
- (b) appoint a Delegate annually to represent the Association at general and other meetings of LSV;
- (c) nominate such other persons as may be required to be appointed to LSV committees from time to time under this Constitution or the LSV constitution or otherwise;

- (d) forward to LSV a copy of its constituent documents and details of its Directors;
- (e) adopt the objects of LSV (in whole or in part as are applicable to the Association) and adopt rules which reflect, and which are, to the extent permitted or required by the Act, generally in conformity with the LSV constitution;
- (f) apply its property and capacity solely in pursuit of the Objects and lifesaving;
- (g) do all that is reasonably necessary to enable the Objects to be achieved;
- (h) act in good faith and loyalty to ensure the maintenance and enhancement of lifesaving, its standards, quality and reputation for benefit of the Members and lifesaving;
- (i) at all times act on behalf of and in the interests of the Members and lifesaving; and
- (j) by, adopting the objects of LSV, abide by the LSV Constitution.

### **6.3 Operation of Constitution [9.4]**

The Association and the Members acknowledge and agree:

- (a) that they are bound by this Constitution and that this Constitution, operates to create uniformity in the way in which the Objects and lifesaving are to be conducted, promoted, encouraged, advanced and administered throughout Seaspray and immediate surrounds;
- (b) to ensure the maintenance and enhancement of lifesaving, its standards, quality and reputation for the benefit of the Members and 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 lifesaving and its maintenance and enhancement;
- (d) to promote the economic and community services success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects;
- (e) to act in the interests of lifesaving and the Members;
- (f) where the Association considers or is advised that a Member has allegedly:
  - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the By Laws, or any resolution or determination of the Board or Association; or
  - (ii) acted in a manner prejudicial to the Objects and interests of the Association and/or lifesaving; or
  - (iii) brought themselves, the Association, any Life Saving Club or lifesaving into disrepute;

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

## **7. ASSOCIATION'S CONSTITUTION**

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### **7.1 Constitution of the Association [10.1]**

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

- (a) the objects of LSV;
- (b) the structure and membership categories of LSV;
- (c) recognising SLSA as the national peak body for lifesaving in Australia, in accordance with the SLSA Constitution;
- (d) recognising LSV as the peak body for lifesaving in Victoria;
- (e) recognising SLSA as the final arbiter on matters pertaining to lifesaving in Australia; and
- (f) such other matters as are required to give full effect to the LSV constitution;

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

### **7.2 Operation of the LSV Constitution [10.2]**

- (a) The Association will take all steps to ensure its Constitution is in conformity with the LSV constitution at least to the extent set out in **rule 7.1** and in respect of those matters set out in **rule 7.1** shall ensure this Constitution is amended in conformity with future amendments made to the LSV constitution, subject to any prohibition or inconsistency in the Act.
- (b) The Association shall provide to LSV a copy of its Constitution and all amendments to this document. The Association acknowledges and agrees that LSV has power to veto any provision in its Constitution which, in LSV's reasonable opinion, is contrary to the objects of LSV.

## **8. MEMBERSHIP OF ASSOCIATION**

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### **8.1 Minimum number of Members**

The Association must have at least five Members.

### **8.2 Categories of Member [11.1]**

The Members of the Association shall consist of:

- (a) Life Members, who subject to this Constitution, shall have the right to notice of, and to be present and to debate and vote at General Meetings, Individual Members:

- (i) over 15 years of age, who shall have the right to notice of, and to be present, to debate and to vote at General Meetings; and
  - (ii) under 15 years of age, who shall have the right to be present at General Meetings but with no voting rights; and
- (b) The Categories of Members of the Association are defined in Law 2

### **8.3 Application for Membership [13.1]**

An application for membership by an individual must be:

- (a) in writing on the form prescribed from time to time by LSV and/or SLSA and or Seaspray SLSC Board from the applicant or its nominated representative and lodged with the Association; and
- (b) accompanied by the appropriate fee, if any.

### **8.4 Discretion to Accept or Reject Application [13.2]**

- (a) The Board may, acting in the best interests of the Association and in good faith, accept or reject an application whether the applicant has complied with the requirements in **rule 8.3** or not, and shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Board accepts an application, the applicant shall, subject to notification to, and approval by, LSV, become a Member. The Association acknowledges that LSV may reject an applicant independently of the Association. LSV is not obliged to provide reasons if it rejects an application.
- (c) Membership of the Association shall be deemed to commence upon acceptance of the application by LSV. The Register shall be updated accordingly as soon as practicable.
- (d) If the Board rejects an application (or if LSV rejects an application), the Association shall refund any fees forwarded with the application, and the application shall be deemed rejected. No reasons for rejection need be given.
- (e) There is no right of appeal where the Board rejects an application for membership, whether a new application or a renewal application.

### **8.5 Renewal of membership [13.3]**

- (a) Members must re-apply for membership of the Association in accordance with the timeframes and procedures set down by the Board from time to time. Members acknowledge and agree that membership renewal is not automatic.
- (b) Upon re-application a Member must provide details of any change in their personal details, and any other information reasonably required by the Board.
- (c) The Board may, acting in the best interests of the Association and in good faith, accept or reject a renewal application whether the applicant has complied with the requirements in **rules 8.5(a) and (b)** or not, and shall not be required or compelled to provide any reason for such acceptance or rejection.

- (d) If the Board rejects an application, the Association shall refund any fees forwarded with the application, and the application shall be deemed rejected by the Association. No reasons for rejection need be given.
- (e) There is no right of appeal where the Board rejects an application for membership, whether a new application or a renewal application.

#### **8.6 Membership Transitional Arrangements [13.4]**

Notwithstanding any other rule of this Constitution, the transitional arrangements in **rule 26?** apply to the continuation of membership from the date of adoption of this Constitution.

#### **8.7 Life Members**

- (a) Appointment of Life members shall be in accordance with Law 2.1.1

#### **8.8 Effect of Membership [15]**

- (a) Members acknowledge and agree that:
  - (i) this Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution and the Regulations;
  - (ii) they shall comply with and observe this Constitution and the Regulations;
  - (iii) by submitting to this Constitution and the Regulations they are subject to the jurisdiction of the Association;
  - (iv) this Constitution and Regulations are necessary and reasonable for promoting the Objects of the Association;
  - (v) neither membership of the Association nor this Constitution gives rise to:
    - (A) any proprietary right of Members in, to or over the Association or its property or assets;
    - (B) any automatic right of a Member to renewal of their membership of the Automatic;
    - (C) subject to the Act and the Association acting in good faith, the right of Members to natural justice unless expressly provided for in this Constitution; and
  - (vi) they are entitled to all benefits, advantages, privileges and services of their membership as determined by the Board.
- (b) Members may, by virtue of membership of the Association, and subject to this Constitution:
  - (i) express in writing or otherwise their views and opinions in any meeting in respect of which they are entitled to participate in accordance with this Constitution;

- (ii) make proposals or submissions to the Board;
  - (iii) engage and participate in any activity approved, sponsored or recognised by the Association; and
  - (iv) conduct any activity approved by the Association.
- (c) A right, privilege or obligation of a person by reason of their membership of the Association:
- (i) is not capable of being transferred or transmitted to another person; and
  - (ii) terminates upon the cessation of membership whether by death, resignation or otherwise.

### **8.9 Liability of Members [5]**

The liability of the Members of the Association is limited.

## **9. SUBSCRIPTIONS AND FEES [12]**

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- (a) The Annual Subscriptions and any other fees payable by Members or categories of Members to the Association, the benefits which apply, the time for, and manner of payment, shall be determined by the Board from time to time.
- (b) The Board is empowered to prevent any Member whose Annual Subscription or any other fees are in arrears from exercising the whole or any of the rights or privileges of membership of the Association, including but not limited to the right to vote at General Meetings. There is no right to natural justice or any right of appeal where the Board exercises its power under this **rule 9(b)**.

## **10. REGISTERS**

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### **10.1 Association to Keep Register of Members [14]**

The Association shall keep and maintain a Register of Members in which shall be entered:

- (a) the full name and address of the Member;
- (b) the category of membership of the Member;
- (c) the date on which the Member became a Member;
- (d) whether the Member has been granted voting rights;
- (e) any other information determined by the Board; and
- (f) for each former Member, the date of ceasing to be a Member.

## **10.2 Changes to Member details**

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

## **10.3 Inspection of Register [14.2]**

Inspection of the Register will only be available as required by the Act and in accordance with **rule 37(b)**.

## **10.4 Use of Register [14.3]**

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

## **10.5 Right of LSV to Register [14.4] also SLSA?**

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

## **11. DISCONTINUANCE OF MEMBERSHIP [16]**

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### **11.1 Discontinuance by Notice of Resignation [16.1]**

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

### **11.2 Discontinuance by Breach [16.2]**

- (a) Membership of the Association may be discontinued by the Board upon breach of any clause of this Constitution, including but not limited to failure to comply with the By Laws or any resolution or determination made or passed by the Board or any duly authorised Committee.
- (b) Membership shall not be discontinued by the Board under **rule 11.2(a)** without the Board first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the Board's view to adequately explain or remedy the breach, that Member's membership shall be discontinued under **rule 11.2(a)** by the Board giving written notice of the discontinuance.

### **11.3 Discontinuance by Failure to Pay Subscription 16.3 ]**

- (a) A Member is taken to have resigned if:
  - (i) the Member's annual subscription is outstanding by 31<sup>st</sup> December in the financial year on which subscription fees fall due and payable; or
  - (ii) if no annual subscription is payable:

- (A) the secretary has made a written request to the Member to confirm that he or she wishes to remain a Member; and
  - (B) the Member has not, within three months after receiving that request, confirmed in writing that he or she wishes to remain a Member, or
- (b) Should a sufficient explanation be made to the Board for the failure to pay subscription or reason for not responding to a request, the Board shall have the power to restore the Membership upon payment of the amount due (if any).

#### **11.4 Resignation by failure to re-apply 16.4**

If a Member has not re-applied for Membership with the Association within one month of re-application falling due, that Member's membership will be deemed to have lapsed from that time.

#### **11.5 Amendment to the Register 16.6**

Where a Member resigns in accordance with this **rule 11** an entry, recording the date on which the Member ceased to be a Member, shall be recorded in the Register as soon as practicable in accordance with **rule 10.1(f)**.

#### **11.6 Forfeiture of Rights 16.5**

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

#### **11.7 Membership may be Reinstated 16.6**

Membership which has been discontinued under this **rule 11** may be reinstated at the discretion of the Board, upon such conditions as it deems appropriate. The Board is not obliged to reinstate any former Member's membership.

#### **11.8 Refund of Membership Fees 16.7**

Membership fees or subscriptions paid by the discontinued Member may be refunded on a pro-rata basis to the Member upon discontinuance.

### **12. GRIEVANCES, JUDICIAL AND DISCIPLINE [17]**

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- (a) The Association adopts the Grievances, Judicial and Discipline Regulations of SLSA as amended from time to time. These shall be replicated in the By Laws but cannot be amended from the SLSA Regulations without the prior written approval of LSV and SLSA. As required the relevant SLSA regulations are set out in **appendix A** to this Constitution.
- (b) A Member who is the subject of a disciplinary procedure must not initiate a grievance procedure in relation to the matter which is the subject of the disciplinary procedure until the disciplinary procedure has been completed.



## **13. ANNUAL GENERAL MEETINGS**

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### **13.1 Annual General Meeting to be Held [18]**

- (a) The Association shall convene and hold an Annual General Meeting (AGM) of its Members annually within five months after the end of the financial year and in accordance with the Act.
- (b) The AGM shall, subject to the Act and to **rule 13.1(a)**, be convened at a time, date and venue to be determined by the Board.

### **13.2 Business [20]**

In addition to any business required to be transacted at the AGM under the Act, the business of the AGM shall include the following:

- (a) confirmation of minutes from previous AGM and of any special general meeting held since then;
- (b) receive and consider:
  - (i) reports of the Board;
  - (ii) reports of auditors (if any);
  - (iii) financial statements of the Association; and
  - (iv) any other reports as determined by the Board,
- (c) election of operational roles (if applicable);
- (d) confirmation of the appointment and fixing of the remuneration of auditors (if an audit is required under the Act); and
- (e) any other business of which notice is given in accordance with this Constitution.

### **13.3 Additional Meetings**

The AGM shall be in addition to any other General Meetings that may be held in the same year. Any General Meeting other than an AGM is a special general meeting.

## **14. SPECIAL GENERAL MEETINGS**

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### **14.1 Special General Meetings May be Held [19.1] and 22**

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

### **14.2 Request for Special General Meetings 22.2**

- (a) The Secretary shall on the requisition in writing of 5 of voting Members convene a Special General Meeting.

- (b) The requisition for a Special General Meeting shall state the object(s) of the meeting, shall be signed by the Members making the requisition and be sent to the Association. The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisitions.
- (c) If the Board does not cause a Special General Meeting to be held within one month after the date on which the requisition is sent to the Association, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than three months after that date.
- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board.

## **15. GENERAL MEETINGS**

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### **15.1 Notice to be Given for General Meetings [19.1]**

- (a) Notice of every General Meeting shall be given to every Member entitled to receive notice under **rule 8.2**, at the address appearing in the Register kept by the Association. The auditor (if any) and Directors shall also be entitled to notice of every General Meeting, which shall be sent to their last notified address. No other person shall be entitled as of right to receive notices of General Meetings.
- (b) A notice of a General Meeting shall be in writing and shall specify the time, date and place of the meeting and shall state the business to be transacted at the meeting. Notice may be given in any form permitted under **rule 31**.
- (c) At least 21 days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
  - (i) the agenda for the meeting;
  - (ii) any nominations for candidates to be elected to the Board received in accordance with **rule 19.1**;
  - (iii) any notice of motion received from Members under **rule 15.2(b)**; and
  - (iv) forms of authority in blank for proxy votes (if proxy votes are permitted).

### **15.2 Business of Meeting [20.1]**

- (a) No business other than that set out in the notice convening the meeting shall be transacted at the General Meeting.
- (b) A Member desiring to bring any business before a meeting shall give at least 30 days' notice in writing of that business to the Association which shall include that business in a notice calling the next General Meeting after the receipt of the notice.

### 15.3 Quorum [23.1]

No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings shall be five of Members represented personally or by their proxies.

- (a) If within half an hour after the appointed time for the commencement of a General Meeting, a quorum is not present, the meeting:
    - (i) if convened upon the requisition of Members, shall be dissolved; and
    - (ii) in any other case, shall stand adjourned to:
      - (A) the same day in the next week at the same time and (unless Members are notified of an alternate venue) at the same place; or
      - (B) any date, time and place determined by the chairperson;
- and if at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the meeting shall lapse.

### 15.4 President to Chair [23.2]

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 Directors to preside as chairperson for that meeting only.

### 15.5 Chairperson May Adjourn Meeting [23.3]

- (a) 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.
- (b) When a meeting is adjourned for 30 days or more, a notice of the adjourned meeting shall be given as in the case of the original meeting.
- (c) Except as provided in **rule 15.5(b)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

### 15.6 Use of technology

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

- (b) A Member participating in a General Meeting as permitted under **rule 15.6(a)** is taken to be present at the meeting and, if the Member (being eligible and entitled to vote) votes at the meeting, is taken to have voted in person.

## **16. VOTING AT GENERAL MEETINGS [23.4]**

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### **16.1 Members entitled to Vote**

- (a) Each Member entitled to vote as set out in **rule 8** shall have one vote at General Meetings which, subject to this Constitution, shall be exercised by him. The Directors shall have the right to attend and debate, but not vote, at General Meetings, unless also an Individual Member entitled to vote.

### **16.2 Voting Procedure [23.4]**

- (a) Subject to this **rule 16**, votes at a General Meeting shall be given in person by those present and entitled to vote.
- (b) Subject to **rule 16.4**, all questions arising at a General Meeting shall be determined on a show of hands.

### **16.3 Recording of Determinations [23.5]**

Unless a poll is demanded under **rule 16.4**, a declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Association shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

### **16.4 Where Poll Demanded [23.6]**

A poll may be demanded for any resolution put to the vote of the meeting (before or on the declaration of the result of the show of hands) by:

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

If a poll is duly demanded under this **rule 16.4**, it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairperson directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

### **16.5 Casting Vote**

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

### **16.6 Proxy and Postal Voting [24.3]**

Unless otherwise determined by the Board, there shall be no proxy or postal voting on any matter.

## 17. MINUTES OF GENERAL MEETINGS

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

## 18. BOARD

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### 18.1 Powers of Board [27]

- (a) The business and affairs of the Association shall be managed by the Board constituted under **rule 18.2**.
- (b) Subject to this Constitution and the Act, the Board:
  - (i) shall control and manage the business and affairs of the Association;
  - (ii) may exercise all such powers and functions as may be exercised by the Association other than those powers and functions that are required by this Constitution to be exercised by the Members in General Meeting; and
  - (iii) has power to perform all such acts and things as appear to the Board to be essential for the proper management of the business and affairs of the Association.

### 18.2 Composition of Board [28]

The composition of the Board is detailed in the By Laws

who must all be Individual Members (over the age of 18 years of age) and who shall be elected under **rule 19**.

### 18.3 Portfolios [28.4]

Directors shall be responsible for separate areas of the Club's operational activities in accordance with the organisational structure outlined in By Laws.

#### **18.4 Right to Co-Opt [28.5]**

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

#### **18.5 Appointment of Delegate [28.6]**

- (a) The Board shall, from amongst its members, appoint a Delegate to attend general and other meetings of LSV for such term as the Board determines, and otherwise in accordance with LSV's Constitution and other requirements.
- (b) The Association must advise the LSV Chief Executive Officer in writing of its Delegate.

#### **18.6 Transitional Arrangements**

Notwithstanding any other rule of this Constitution, the transitional arrangements set out at **rule 26(b)** shall apply from the date of adoption of this Constitution.

#### **18.7 Term of Office of Directors**

- (a) Directors shall be elected in accordance with this Constitution for a term of 2 years, and subject to this Constitution, shall hold office from the conclusion of the Annual General Meeting at which they were elected until the conclusion of the second Annual General Meeting.
- (b) Directors may be re-elected.

### **19. ELECTION OF DIRECTORS**

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#### **19.1 Nominations of Candidates [29.1]**

- (a) The Association shall call for nominations for candidates to be elected to the Board not less than 42 days prior to the Annual General Meeting. When calling for nominations the Association shall also provide details of the necessary qualifications and job description for the positions (if any). Qualifications and job descriptions shall be as determined by the Board from time to time.
- (b) Candidates must:
  - (i) be Individual Members;
  - (ii) be aged 18 years or over; and
  - (iii) reside in Australia.
- (c) Nominations of candidates for election as Directors shall be:
  - (i) Made for specific positions and portfolios under the By Laws
  - (ii) made in writing, identifying the office for which the nominee is nominating, signed by two Individual Members (over 18 years of age) and accompanied by the written consent of the nominee (which may be endorsed on the form of nomination); and

- (iii) delivered to the Association not less than 30 days before the date fixed for the holding of the Annual General Meeting.

The Association shall send the nominations to the Members entitled to receive notice under **rule 15.1**.

- (d) If insufficient nominations are received to fill all available vacancies on the Board:
  - (i) the candidates nominated shall, subject to declaration by the chairperson, be deemed to be elected to the office for which they have nominated; and
  - (ii) the remaining positions will be deemed casual vacancies under **rule 20.3**.
- (e) If the number of nominations received for particular offices is equal to the relevant vacancies to be filled, the persons nominated shall, subject to **rule 19.3(g)** and declaration by the chairperson, be deemed to be elected to the relevant office. By way of example only, if one nominee has been received for the office of Treasurer then subject to declaration by the chairperson, that person shall be deemed to be elected as Treasurer.
- (f) If the number of nominations for particular offices exceeds the number of relevant vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order, for each vacancy on the Board.
- (g) If the number of nominations received for particular offices is equal to the relevant vacancies to be filled, the Members may still demand an election to elect that single nominee to an office and an election is so demanded that person must be elected under **rule 19.2** by a majority of voting Members present and voting.

## **19.2 Voting procedures [29.2]**

Elections shall be by secret ballot and otherwise by such means as is prescribed by the Board.

## **20. VACANCY ON THE BOARD [30]**

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### **20.1 Grounds for Termination of Director [30.1]**

The office of a Director becomes vacant if the Director:

- (a) ceases to be a Member;
- (b) dies;
- (c) becomes bankrupt or makes any arrangement or composition with their creditors generally;
- (d) 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;
- (e) resigns their office in writing to the Association;

- (f) is absent from meetings of the Board held during a period of three months without having previously obtained leave of absence under **rule 21.5** or provided reasonable excuse for such absence;
- (g) without the prior consent or later ratification of the Members in General Meeting holds any office of profit under the Association;
- (h) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of his interest;
- (i) is removed from office in accordance with this Constitution;
- (j) has been expelled or suspended from membership (without further recourse under this Constitution or the LSV constitution); or
- (k) would otherwise be prohibited from being a director of a corporation under the *Corporations Act*.

## **20.2 Removal of Director [30.1]**

- (a) The Association in a General Meeting may by Special Resolution remove any Director, before the expiration of their term of office and appoint another Member in their place to hold office until the expiration of the term of the first mentioned Director.
- (b) Where the Director to whom a proposed resolution referred to in **rule 20.2(a)** makes representations in writing to the President and requests that such representations be notified to the Members, the President may send a copy of the representations to each Member or, if they are not so sent, the Director may require that they be read out at the meeting, and the representations shall be so read.

## **20.3 Casual Vacancy[30.3]**

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

## **21. QUORUM AND PROCEDURE AT BOARD MEETINGS**

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### **21.1 Convening a Board Meeting [31.3]**

- (a) The Board shall meet as often as is deemed necessary for the dispatch of business. Subject to this Constitution the Board may adjourn and otherwise regulate its meetings as it thinks fit.
- (b) Unless all Directors agree to hold a meeting at shorter notice either by agreement that is sufficiently evidenced in writing or by their presence, or in accordance with **rule 21.2**, not less than seven days' written notice of Board meeting shall be given to each Director.
- (c) Written notice of each Board meeting, specifying the general nature of the time, date and place of the Board meeting and the business to be transacted, shall be served on each Director by:



- (i) delivering it to that Director personally;
- (ii) sending it in writing, by facsimile or other means of electronic communication (subject to receiving appropriate confirmation that the notice has been effectively dispatched);

in accordance with the Director's last notified contact details.

- (d) Notice may be given of more than one Board meeting at the same time.

## **21.2 Urgent Board Meetings**

- (a) In cases of urgency, a meeting can be held without notice being given in accordance with **rule 21.1** provided that as much notice as practicable is given to each Director by the quickest means practicable.
- (b) Any resolution made at an urgent Board meeting must be passed by an absolute majority of the Board.

## **21.3 Quorum [31.4]**

- (a) At meetings of the Board the number of Directors whose presence is required to constitute a quorum is a majority of the Directors (so half the Board plus one).
- (b) No business shall be transacted unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same place and at the same hour of the same day in the following week, or any date, time and place determined by the President.
- (c) The Board may act notwithstanding any casual vacancy. However, if there are casual vacancies in the office of a Director such that the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Board, those Directors may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum.

## **21.4 Procedures at Board meetings [31.2 Decisions of Committee]**

- (a) At meetings of the Board, the President shall chair the meeting. If the President is absent or unwilling to act, the Deputy President shall chair the meeting. If the Deputy President is absent or unwilling to act, the Directors present shall appoint another Director to chair the meeting.
- (b) Questions arising at any meeting of the Board shall be determined on a show of hands, or if demanded by a Director, by a poll taken in such manner as the person presiding at the meeting may determine.
- (c) Questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of Directors shall be deemed a determination of the Board. All Directors shall have one vote on any question. The chairman may exercise a casting vote where voting is equal.
- (d) Voting by proxy at Board meetings is not permitted.
- (e) A resolution in writing signed or assented to by facsimile or other form of electronic communication by all the voting Directors, shall be as valid and

effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Directors.

- (f) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Directors may be held where one or more of the Directors is not physically present at the meeting, provided that:
- (i) all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication;
  - (ii) notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board;
  - (iii) if a failure in communications prevents **rule 21.4(f)(i)** from being satisfied by that number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this rule to be held then the meeting shall be suspended until **rule 21.4(f)(i)** is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption the meeting shall be deemed to have terminated; and
  - (iv) any meeting held where one or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Director is there present and if no Director is there present the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

#### **21.5 Leave of absence**

- (a) The Board may grant a Director leave of absence from Board meetings for a period not exceeding three months.
- (b) The Board must not grant leave of absence retrospectively unless it is satisfied that it was not feasible for the Director to seek the leave in advance.

#### **21.6 Material Personal Interests 31.6 Conflict of interest]**

- (a) A Director who has a material personal interest in a matter being considered at a Board meeting must disclose the nature and extent of that interest to the Board.
- (b) A Director with such a material personal interest must not:
  - (i) be present while the matter is being considered at the meeting; and
  - (ii) must not vote on the matter.
- (c) This **rule 21.6** does not apply to a material personal interest that:
  - (i) exists only because the Director belongs to a class of persons for whose benefit the Association is established; or

- (ii) that the Director has in common with all, or a substantial proportion of the Members.
- (d) A general notice that a Director is to be regarded as having a material personal interest in a matter being considered is sufficient declaration for such Director and the said matter. After such general notice, it is not necessary for such Director to give a special notice relating to the said matter.
- (e) It is the duty of the Secretary to record in the minutes any declaration made or any general notice as aforesaid given by a Director in accordance with this **rule 21.6**.
- (f) If a Director is unsure whether they have a material personal interest they must raise the issue with the Board who will consider and determine whether the Director has a material personal interest or not. If the Board so determines this **rule 21.6** will apply.

## 21.7 Financial Interest

- (a) A Director is disqualified from:
  - (i) holding any place of profit or position of employment in the Association, or in any company or incorporated association in which the Association is a shareholder or otherwise interested; or
  - (ii) contracting with the Association either as vendor, purchaser or otherwise;except with express resolution of approval of the Board.
- (b) Any contract or arrangement in which any Director is in any way interested which is entered into by or on behalf of the Association without the express resolution of approval of the Board, will be voided for such reason.
- (c) The nature of the financial interest of such Director must be declared by the Director at the meeting of the Board 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 Board after the acquisition of the interest.
- (d) A general notice that a Director is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under **rule 21.7(c)** for such Director and the said transactions. After such general notice, it is not necessary for such Director to give a special notice relating to any particular transaction with that firm or company.
- (e) It is the duty of the Secretary to record in the minutes any declaration made or any general notice as aforesaid given by a Director in accordance with **rule 21.7**.

## 21.8 Conflicts

A Director, notwithstanding the interest, may be counted in the quorum present at any meeting but cannot vote in respect of any contract or arrangement in which the Director is interested. If the Director votes, the vote shall not be counted.

## **22. DELEGATED POWERS [33 DELEGATIONS]**

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### **22.1 Board May Delegate Functions [33.1 &2]**

- (a) The Board may, by instrument in writing, create, establish or appoint from amongst its own members, or otherwise, special committees, sub-committees, individual officers and consultants to carry out such duties and functions, and with such powers, as the Board determines.
- (b) The Board may in the establishing instrument delegate such functions as are specified in the instrument, other than:
  - (i) this power of delegation; and
  - (ii) a function imposed on the Board by the Act or any other law, or this Constitution or by resolution of the Association in General Meeting.
- (c) At any time, the Board may by instrument in writing, revoke wholly or in part any delegation made under this clause, and may amend or repeal any decision made by such body or person under this clause.

### **22.2 Exercise of Delegated Functions [33.3]**

- (a) 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.
- (b) 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.

### **22.3 Procedure of Delegated Entity [33.4]**

- (a) The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under **clause 21**. This includes those rules governing conflicts of interest.
- (b) The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the Board with details of all material decisions.
- (c) The entity shall also provide any other reports, minutes and information required by the Board.

### **22.4 Committees**

- (a) As set out in **rule 22.1**, the Board may establish and delegate any of its functions, powers or duties (except this power to delegate) to such committees as it thinks fit. The Board may recall or revoke any such delegation or appointment and may amend or repeal any decision made by such committee.
- (b) The Board may establish an unrestricted number of Committees.

- (c) The Board shall determine in writing the duties and powers afforded to any committee and the committee shall, in the exercise of such delegated powers, conform to any directions or By Laws that may be prescribed by the Board.
- (d) A Director shall be an ex-officio member of any committee so appointed.

## **23. BOARD MEMBER DUTIES**

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### **23.1 General Duties**

- (a) As soon as practicable after being elected or appointed to the Board, each Director must become familiar with this Constitution and the Act.
- (b) The Board is collectively responsible for ensuring that the Association complies with the Act and that individual Directors comply with this Constitution.
- (c) In addition to any duties imposed by this Constitution, a Director must perform any other duties imposed from time to time by resolution at a General Meeting.
- (d) The Board must ensure that the Association complies with all requirements in the Act regarding financial statements.

### **23.2 Secretary or Role of [32]**

- (a) The person elected as Secretary under **rule 19** will act as the Association's secretary under the Act
- (b) The Secretary must give the registrar under the Act notice of their election within 14 days after the election.
- (c) If the position of Secretary becomes vacant, the Board must appoint a person to the position within 14 days after the vacancy arises.

### **23.3 Financial Duties**

- (a) The Board must:
  - (i) receive all moneys paid to or received by the Association and issue receipts for those moneys in the name of the Association; and
  - (ii) ensure that all moneys received are paid into the account of the Association within 5 working days after receipt;
  - (iii) make any payments authorised by the Association or by a General Meeting of the Association from the Association's funds;
  - (iv) ensure that the financial records of the Association are kept in accordance with the Act;
  - (v) coordinate the preparation of the financial statements of the Association and their submission to the AGM;
  - (vi) ensure that at least two Directors have access to the accounts and financial records of the Association; and

- (vii) keep in their custody or under their control:
  - (A) the financial records for the current financial year; and
  - (B) any other financial records as authorised by the Board.
- (b) In addition to the Treasurer elected under **rule 19** the Board may allocate responsibility for the financial duties described at **rule 23.3(a)** to another Director in accordance with **rule 0**.

## **24. MINUTES OF BOARD MEETINGS [**

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- (a) The Board must ensure that minutes are taken and kept of each Board meeting.
- (b) As a minimum, the minutes must record:
  - (i) the business considered at the meeting;
  - (ii) any resolution on which a vote is taken and the result of the vote; and
  - (iii) any interest declared under **rule 21.6** or **21.7**.

## **25. BY LAWS [34.1 COMMITTEE TO FORMULATE REGULATIONS]**

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### **25.1 Board to Formulate By-Laws**

- a) The Board may formulate, interpret By-Laws for the proper advancement, management and administration of the Association, the advancement of the Objects and lifesaving in Seaspray and immediate surrounds as it thinks necessary or desirable.
- b) The Board may adopt or amend By-Laws under Law 25.1 (a) at any General Meeting (including the Annual General Meeting) of the association where the resolution is past with a majority vote, Any alteration to a By-Law or development of new By-Law shall come into effect on the day of the relevant amendment.

### **25.2 Such By-Laws must be consistent with the Constitution, the LSV constitution, the SLSA constitution and any regulations or by laws made by LSV or SLSA. If any By-Laws are inconsistent with the LSV or SLSA constitution and regulations the By-Laws shall be null and void and will be inapplicable. By Laws Binding [34.2]**

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

### **25.3 Transitional Arrangements**

Notwithstanding any other rule of this Constitution, the transitional arrangements set out at **rule 26(c)** shall apply from the date of adoption of this Constitution.

## 25.4 Notices Binding on Members [34.4]

Amendments, alterations, interpretations or other changes to By Laws approved in accordance with Law 21.1 (b) shall be advised to Members of the Association by means of Notices approved and issued by the Board

## 26. TRANSITIONAL ARRANGEMENTS

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- (a) Notwithstanding any other Rule of this Constitution, the transitional arrangements set out in this **rule 26** shall apply from the date of adoption of this Constitution.
- (b) The members of the governing or managing body (by whatever name it is called) of the Association in place immediately prior to approval of this Constitution under the Act shall continue in those positions until the next AGM following such approval, and thereafter the positions of the President and other Directors shall be filled, vacated and otherwise dealt with in accordance with this Constitution.
- (c) All clauses, rules, By Laws and regulations of the Association in force at the date of the approval of this Constitution insofar as such clauses, rules, By Laws and regulations are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be By Laws under **rule 25**.
- (d) All individuals who are, prior to the approval of this Constitution, Members of the Association shall be deemed Members of the Association (in the relevant category) from the time of approval of this Constitution under the Act. All such Members shall provide the Association with such details as may be required by the Association under this Constitution within one month of the approval of this Constitution under the Act.
- (e) [Other transitional arrangements to be completed as required].

## 27. FUNDS, RECORDS AND ACCOUNTS [35]

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### 27.1 Sources of Funds

Subject always to this Constitution the Board will determine:

- (a) the sources from which the funds of the Association are to be, or may be, derived; and
- (b) the manner in which such funds are to be managed.

### 27.2 Management of funds

- (a) The Association must open an account with a financial institution from which all expenditure of the Association is made and into which all of the Association's revenue is deposited.
- (b) The Board may authorise one Director to expend funds on behalf of the Association up to a specified limit without requiring approval from the Board for each item on which the funds are expended. This may be as a part of a designated portfolio in accordance with **rule 0**.

- (c) All funds of the Association must be deposited into the financial account of the Association no later than five working days after the receipt.
- (d) With the approval of the Board, one Director may maintain a cash float provided that all money paid from or paid into the float is accurately recorded at the time of the transaction. This may be as a part of a designated portfolio in accordance with **rule 0**.

### **27.3 Association to Keep Records [35.1]**

- (a) The Association shall establish and maintain, in accordance with the Act and this Constitution, proper accounting and other records and minutes concerning all transactions, business, meetings and dealings of the Association and the Board. These records and minutes shall be produced as appropriate at each Board or General Meeting.
- (b) All records and minutes kept in accordance with **rule 27.3(a)** shall be kept in the care and control of the Board.

### **27.4 Board to Submit Accounts [35.4]**

The Board shall submit to the Members at the AGM the statements of account of the Association in accordance with this Constitution and the Act.

### **27.5 Accounts Conclusive**

The statements of account when approved or adopted by an AGM shall be conclusive except as regards any error discovered in them within three months after such approval or adoption.

### **27.6 Accounts to be Sent to Members [35.6]**

The Board shall cause to be sent to all persons entitled to receive notice of AGM in accordance with this Constitution, a copy of the statements of account, the Board's report, the auditor's report (if any) and every other document required under the Act (if any).

## **28. APPLICATION OF INCOME**

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- (a) The income and property of the Association shall be applied solely towards the promotion of the Objects.
- (b) No portion of the income or property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member.
- (c) Nothing in this **rule 28** shall preclude payment to a Member in good faith for expenses incurred or services rendered, including, but not limited to:
  - (i) any services actually rendered to the Association whether as an employee or otherwise;
  - (ii) goods supplied to the Association 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 Association; or
- (v) any out-of-pocket expenses incurred by the Member on behalf of the Association;

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

## **29. NEGOTIABLE INSTRUMENTS**

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Subject to this Constitution, all cheques, promissory notes, banker's drafts, bills of exchange and other negotiable instruments, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two duly authorised Directors or in such other manner as the Board determines.

## **30. AUDITOR [36]**

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- (a) A properly qualified auditor or auditors shall be appointed, and the remuneration of such auditor or auditors fixed by the Association in General Meeting. The auditor's duties shall be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with the *Corporations Act* and generally accepted principles, and/or any applicable code of conduct. The auditor may be removed by the Association in General Meeting.
- (b) The accounts of the Association shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each Financial Year.

## **31. SERVICE OF NOTICES 37.1]**

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- (a) Notices may be given to any person entitled under this Constitution to receive any notice by sending the notice by post or facsimile transmission or where available, by electronic mail, to the Member's registered address or facsimile number or electronic mail address.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected at the time the letter would have been delivered in the ordinary course of post.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- (d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected upon sending, unless a report advising the electronic mail message was not sent is received by the sender.

## **32. COMMON SEAL [38]**

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- (a) The Association may have a Seal upon which its corporate name shall appear in legible characters.
- (b) The Seal shall not be used without the express authorisation of the Board. Every use of the Seal shall be recorded in the Association's minute book. Two

directors must witness every use of the Seal, unless the Board determines otherwise.

### **33. REGISTERED ADDRESS**

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The registered address of the Association is:

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

### **34. ALTERATION OF CONSTITUTION [39]**

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This Constitution 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).

An amendment which affects the special rights of any particular class of Members must be approved by a majority of Members of that class, present at a meeting, and need not be approved by any other class. Provided that the foregoing shall not apply to these classes of Members who have no special rights under this Constitution and hence there shall be no necessity to obtain majority approval from them on any issue unless the resolution purports to impose additional obligations on them, other than any increased annual subscription.

### **35. INDEMNITY [40]**

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- (a) Every Director, officer, auditor, manager, employee or agent of the Association shall be indemnified out of the property or assets of the Association against any liability incurred by him/her in his/her capacity as Director, officer, auditor, manager, employee 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.
- (b) The Association shall indemnify its Directors, officers, managers and employees against all damages and costs (including legal costs) for which any such Director, officer, manager or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:
  - (i) in the case of a Director or officer, performed or made whilst acting on behalf of and with the authority, express or implied of the Association; and
  - (ii) in the case of an employee, performed or made in the course of, and within the scope of his employment by the Association.

### **36. DISSOLUTION [41]**

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- (a) The Association may be wound up voluntarily by Special Resolution.
- (b) If the Association is wound up, the liability of the Member shall be limited to any outstanding monies due and payable to the Association, including the

amount of the Annual Subscription payable in respect of the current Financial Year. No other amount shall be payable by the Member.

- (c) If upon winding up or dissolution of the Association or upon revocation of its endorsement as a deductible gift recipient (whichever occurs first), there remains after satisfaction of all its debts and liabilities any surplus assets or property as follows:

- (i) gifts of money or property for the objects of the organisation;
- (ii) contributions made in relation to an eligible fundraising event held for the objects of the organisation; or
- (iii) money received by the organisation because of such gifts and contributions; then

such surplus assets or property shall not be paid to or distributed amongst the Members but shall be given or transferred to some organisation(s):

- (iv) having objects similar to the Objects; and
- (v) which prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Association by this Constitution; and
- (vi) which is charitable at law and to which income tax deductible gifts can be made.

Such organisations(s) will be determined by the Members at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of Victoria or other Court as may have or acquire jurisdiction in the matter.

### **37. CUSTODY OF BOOKS AND OTHER DOCUMENTS**

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- (a) Except as otherwise provided in this Constitution, the Board shall designate a Director to keep in his or her custody or control all books, minutes, documents and securities of the Association.
- (b) If requested by a Member, the Board must permit such Member to inspect:
  - (i) the rules of the Association;
  - (ii) the minutes of each General Meeting.

Such request and inspection by a Member must be made in good faith and for a proper purpose.

- (c) Upon written request and payment of a fee determined by the Board from time to time, a Member may obtain a copy of the documents listed at **rule 37(b)**.
- (d) If requested by a Member and subject to the Act and the Board determining the Member's request is in good faith and for a proper purpose, the Board must permit such Member to inspect the register of members.

- (e) Subject to the Act and **rules 37(b)** and **37(d)**, no Member is entitled to inspect the financial records, accounts, books, securities, minutes of Board meetings or other Relevant Documents of the Association, unless authorised in writing by the Board. Before granting such authority under this **rule 37(e)** the Board must be satisfied that such inspection is in good faith and for a proper purpose.

## **38. LIQUOR LICENCE OBLIGATIONS NEW – CHECK AGAINST REQUIREMENTS**

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### **38.1 No payments**

No officer or servant of the Association can be paid by way of commission or allowance from the receipts of the Association from the sale and disposal of liquor.

### **38.2 Guests**

A visitor to the Association's premises must not be supplied with liquor in those premises unless the visitor is:

- (a) a guest in the company of an adult Member; or
- (b) an authorised gaming visitor admitted in accordance with any relevant rules of the Association.

### **38.3 Records**

The Association must maintain records of guests to the Association's premises.

## APPENDIX A

### DISCIPLINE AND JUDICIAL

#### Regulation 5.1 Judiciary Matters

These Judiciary Regulations are authorised under clauses 16, 18 and 39 of the SLSA Constitution and rules 12, 18 and 25 of the LSV Constitution.

##### 5.1.1 Breach

Where a Member has allegedly:

- i) Breached, failed, refused or neglected to comply with the membership directives or any resolution or determination of the Board, a State Centre, a Branch, Club or any duly authorised SLSA committee; or
- ii) Acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of SLSA and/or surf lifesaving; or
- iii) Brought themselves, SLSA, any State Centre, Branch or Club or surf lifesaving into disrepute; or
- iv) Competed or in any way participated in a lifesaving competition and/or used SLSA equipment contrary to **Regulation 4.3(c)** or has failed to obtain the permission of SLSA to so compete or participate in that competition or use that SLSA equipment;

the Board, a State Centre, a Branch or a Club may commence or cause to be commenced investigatory and/or disciplinary proceedings ("proceedings") against that Member, and that Member will be subject to and submits unreservedly to the jurisdiction, procedures, penalties and appeal mechanisms set out in these Regulations; providing that, the Board, State Centre, Branch or Club may commence proceedings, or investigate conduct which may warrant the commencement of proceedings by referring the matter to a Judiciary Committee.

##### 5.1.2 Judiciary Committee

Judiciary Committees shall be convened and function as follows:

###### Convening of Committee

Each SLS entity (State Centre, Branch and/or Club) shall annually or as required appoint a Judiciary Committee to investigate and/or determine matters referred to it. The Board may also convene a Judiciary Committee on such terms and for such purpose(s) as is required. A member of each committee shall act as committee secretary and keep records of all investigations and decisions of that committee.

###### Jurisdiction

The jurisdiction of a Judiciary Committee shall be as follows:

- i) Where a Judiciary Committee has been convened by the Board, that Judiciary Committee shall have unlimited jurisdiction in all matters referred to it throughout Australia including but not limited to referrals between State Centres or between Members from different State Centres or between a State Centre and a Member from a different State Centre, or where a Judiciary Committee convened by another SLS entity within SLSA fails to take satisfactory action or impose a satisfactory result, or where another SLS entity within SLSA fails to take action at all and convene a Judiciary Committee where the Board considers such a Committee should have been convened.
- ii) Where within the boundaries of a Club, the alleged offender shall be dealt with by his/her Club Judiciary Committee.
- iii) Where within the boundaries of a Branch, the alleged offender shall be dealt with by his/her its Branch Judiciary Committee.
- iv) Where otherwise within the boundaries of his/her State Centre, the alleged offender shall be dealt with by the State Centre Judiciary Committee.
- v) Where the matter, in the opinion of SLSA, is better dealt with by the criminal justice system it will not be considered however SLSA may reserve its rights.

###### Referrals

- a) Every referral to a Judiciary Committee shall be clear and unambiguous and shall clearly set out the matter(s) required to be investigated or determined by the Judiciary Committee.
- b) Upon a referral to a Judiciary Committee the committee secretary shall, as soon as practicable, appoint a time and place suitable to the Judiciary Committee for the proceedings and may appoint an investigator to inquire into the referral.
- c) A Judiciary Committee shall process any referral to it within such time as the Board, State Centre, Branch or Club directs, provided always that a concerned person may apply for an adjournment by application in writing to the committee secretary. Such application must be received at least two (2) days prior to commencement of proceedings.

- d) A Judiciary Committee shall have power to require the attendance of any member at any proceedings before it. Notice shall be given in accordance with these Regulations.
- e) The referring authority shall decide the quorum for a Judiciary Committee.
- f) Should an investigator have been appointed, the chairperson of the Judiciary Committee should in conjunction with the investigator determine if the matter should proceed.

### 5.1.3 Procedure

Proceedings commenced under these Regulations shall be conducted as follows:

#### Request to Appear

- (a) Upon receipt of a referral, the Judiciary Committee shall request the party or parties concerned in the referral to appear before them. Such request shall be in writing either delivered personally or in appropriate cases by post or facsimile to the appropriate address (mail or electronic) or facsimile number of the party or parties concerned. A notice given by post shall be deemed to have been given on the second day following that on which it shall be posted. A notice given by facsimile shall be deemed to be given upon receipt of a confirmation report confirming the facsimile was received at the facsimile number to which it was sent. A notice given by email shall be deemed to be given unless an email is received in reply stating email not successfully transmitted.

#### Notice

- (b) Proceedings shall take place as soon as practicable. All parties concerned shall be given at least seven (7) days' notice of the proceedings by the Judiciary Committee. The notice shall:
  - i) Be in writing;
  - ii) State that the party or parties concerned are required to appear and in what capacity;
  - iii) State the nature of the proceedings and the matters or alleged offence(s), the subject of investigation or determination, the possible penalty or penalties and the date, place and time of the hearing;
  - iv) Be delivered in accordance with **Regulation 5.1.3(a)** above.

#### Appearance

- (c) Persons appearing before the Judiciary Committee shall be entitled to call witnesses, but must state their case in person unless the Judiciary Committee has permitted representation through an advocate. If an advocate is permitted such advocate is not entitled to be legally trained or qualified. For the avoidance of doubt persons appearing before a Judiciary Committee are not entitled to legal representation in the Judiciary Committee proceedings. They and their witnesses shall be given a full opportunity to be heard. In their absence, or in the absence of their witnesses, a decision may be made by default. Before making a decision in default of appearance, the Judiciary Committee must satisfy itself that the party concerned was aware of the time, date and place of hearing and had been requested to appear in accordance with **Regulations 5.1.3(a)** and **5.1.3(b)** above.

#### Procedure at Proceedings

- i) Judiciary proceedings shall be conducted as follows.
- ii) The Judiciary Committee chairperson shall announce the opening of the proceedings, stating the Judiciary Committee's authority, jurisdiction, composition and the nature and purpose(s) of the proceedings.
- iii) The procedure to be followed at proceedings shall be clearly explained by the Judiciary Committee Chairperson. The Judiciary Committee chairperson shall state who is entitled to be present throughout proceedings during evidence and submissions.
- iv) The matter(s) the subject of proceedings shall then be read to the person(s) concerned. The body or person reporting the matter(s) and the subjects of the proceeding shall be given

the opportunity to report the circumstances of those matter(s). The person(s) concerned will be given the opportunity to respond to this report and present evidence/submissions as to their view of the circumstances of those matter(s). Any witnesses called by either the reporting body or the person(s) concerned will be given the opportunity to give evidence or make submissions. Witnesses may be questioned on their evidence. Evidence and/or submissions may be tendered in writing.

- v) The Judiciary Committee will consider the evidence presented. The Judiciary Committee may adjourn the hearing if considered necessary. No other person shall be present or partake in any discussion with the Judiciary Committee at this time. If the Judiciary Committee finds an offence has not been committed or not proved it will advise the referring authority and dismiss the charge, accordingly.
- vi) If the Judiciary Committee finds an offence has been committed or proved, it may impose, in its discretion, an appropriate penalty or penalties, or it may report its findings to the referring authority with such recommendations, as it considers appropriate. The Judiciary Committee chairperson will declare the proceedings closed.
- vii) If a decision cannot be given immediately after proceedings, the relevant party or parties must be advised of the time and place at which the decision will be given. The decision, any penalty, the reasons for the decision and notice of the person's appeal rights shall be given in writing and signed by the Judiciary Committee chairperson. A referring authority must advise persons found guilty of an offence under these Regulations of their rights of appeal.
- viii) Every decision of a Judiciary Committee appointed by the Board, a State Centre, a Branch or a Club under these Regulations shall be conveyed in writing to the parties concerned, and where an Individual Member, to that Individual Member's Club, Branch (where relevant) and State Centre. It shall be incumbent on such Club to give effect to the decision immediately and to notify the referring authority that such has been done. The referring authority may deal with an Affiliated Club failing to give immediate effect to such decision at that authority's discretion.

#### **5.1.4 Penalties**

- a) Penalties which may be imposed include:
  - i) A reprimand;
  - ii) Suspension of such activities, on such terms and for such period as the Judiciary Committee thinks fit;
  - iii) Exclusion from a particular activity, event or events;
  - iv) Expulsion;
  - v) Fines, imposed in such manner and in such amount as the Judiciary Committee thinks fit;
  - vi) Such combination of any of the above penalties as the Judiciary Committee thinks fit.
  - vii) Additional Service, requiring the Member to undertake an activity based penalty, imposed in such manner as the Judiciary Committee deems fit.
- b) During proceedings, the subject(s) of the proceedings may be suspended, on such terms and for such period as the relevant referring authority thinks fit, and shall remain under suspension unless the relevant referring authority decides otherwise.

#### **5.1.5 Reporting**

- a) Unless the decision of a Judiciary Committee is unanimous, a separate report may be made to the referring authority by the minority. The decision of the majority however, shall be deemed to be the decision of the Judiciary Committee. Where voting is equal, the Judiciary Committee chairperson may exercise a casting vote.
- b) A decision of a Judiciary Committee cannot be altered by the referring authority.

#### **5.1.6 Effect of Penalty**

- a) Where an Affiliated Club is suspended under these Regulations, its membership of, and representation rights and privileges in, SLSA shall be forfeited during the period of such suspension. Officers of SLSA who may be members of a suspended Affiliated Club shall not be affected by such suspension nor shall a suspension, absolve the Club from any beach patrol responsibilities.
- b) Where an Individual Member is suspended under these Regulations, all rights and privileges of that Member shall be forfeited, either partially or completely, during the period of suspension. In the case of complete suspension, a member shall also forfeit all Affiliated Club rights during the

currency of the suspension. Partial suspension shall prevent a Member's participation in inter-Club, Branch, State Centre or SLSA activities, but shall not interfere with his rights as a member of an Affiliated Club or his beach patrol responsibilities.

- c) Where an Affiliated Club or Individual Member is expelled under these Regulations, its or his membership of, and representation rights and privileges in, SLSA shall be forfeited immediately and membership shall cease.

No monies will be refunded to expelled or suspended Members. The provisions of clauses 17 and 18 of the SLSA Constitution shall apply.

- d) The provisions of SLSA Regulation 6: Membership Directives apply to any penalties under this **Regulation 5**.

### **Regulation 5.2 Appeals**

- a) SLSA shall appoint or recognise a panel of persons ("SLS Appeals Panel") from whom SLS Appeals Tribunals shall be appointed as required. The SLS Appeals Panel shall comprise persons appointed by SLSA and/or each State Centre.
- b) A Member who or which has received a penalty or an adverse finding from a Judiciary Committee under **Regulation 5.1** or a Carnival Disciplinary Committee under **Regulation 5.3** may, within 14 days from the date of receiving the determination in writing, appeal to the SLS Appeals Tribunal. For the avoidance of doubt there is only one appeal from a Judiciary Committee regardless of whether that Judiciary Committee was appointed by the Board or by a Club, Branch or State Centre.
- c) Appeals under this clause will be determined in accordance with this Regulation.
- d) An appeal is only permitted on one or more of the following grounds:
  - i) the decision was affected by actual bias; or
  - ii) there was no material on which the decision could reasonably be based.
- e) An appeal must be lodged in writing with the relevant State Centre. The appeal must set out the:
  - i) ground(s) on which the appeal is made (under **Regulation 5.2 (d)**); and
  - ii) reasons or circumstances supporting the alleged ground(s) of appeal; and
  - iii) must be accompanied by a non-refundable appeal fee of \$500.
- f) In these Regulations, the "relevant body" and "relevant State Centre" are those in which the appellant (whether Individual Member or Club or Branch or State Centre) is located.
- g) Nothing in this Regulation prevents the withdrawal of an appeal at any time in writing to the relevant State Centre. If the appellant seeks to withdraw an appeal after an appeal hearing has commenced the appeal may only be withdrawn with the consent of the relevant appeal panel chairperson. Once an appeal is withdrawn a new appeal in respect of the same matter cannot be lodged.
- h) On receipt of an appeal in accordance with this Regulation, the relevant State Centre must as soon as practicable convene an SLS Appeals Tribunal and forward the appeal documents to the nominated chairperson of the convened Tribunal.
- i) An SLS Appeals Tribunal shall be constituted by up to three persons (but a minimum of two) available to hear the appeal from members of the SLS Appeals Panel, which must include the following:
  - i) up to two persons with a thorough knowledge of surf lifesaving; and
  - ii) a barrister or solicitor who will chair the Appeals Tribunal.No member of the SLS Appeals Tribunal may be a party to or directly interested in the matter under consideration.



- j) The SLS Appeals Tribunal has complete jurisdiction and discretion to re hear the matter in its entirety.
- k) The chairperson of an appointed SLS Appeals Tribunal shall, as soon as practical after receiving the appeal documents under **Regulation 5.2(g)**, investigate and consider the matter and determine whether the:
  - i) the appeal should be dismissed as:
    - A. it does not set out a valid ground of appeal;
    - B. there are sufficient grounds for the appeal to proceed; or
    - C. The matter is trifling in nature or has no merit; or
  - ii) the appeal warrants further review and determination in accordance with these Regulations.

The chairperson has complete discretion in undertaking this review and there is no further appeal against a decision to dismiss under **Regulation 5.2 (k)(i)**.

- l) If the SLS Appeals Tribunal determines the matter warrants further review under **Regulation 5.2(j)(ii)**, it shall as soon as practicable, having regard to timing, serve a notice in writing on all relevant parties:
  - i) stating that the parties may address the SLS Appeal Tribunal at a hearing to be held as soon as practicable, being not earlier than 4 days from the date of the notice;
  - ii) stating the date, place and time of that hearing; and
  - iii) informing the parties that they may do any one or more of the following:
    - A. attend that meeting (either personally or by their representative who subject to **Regulations 5.2(m)** and **(n)** may not be legally trained or qualified) and bring such witnesses as they wish to rely upon in respect of the matter the subject of appeal; and/or
    - B. give the SLS Appeal Tribunal, no later than 24 hours before the time of that meeting, a further written statement setting out relevant information surrounding the appeal.
- m) The SLS Appeal Tribunal may conduct a hearing convened in accordance with **Regulation 5.2(l)** (or any adjournment) in such manner as it sees fit, but shall:
  - i) give to all relevant parties and their witnesses every opportunity to be heard;
  - ii) give due consideration to any written statements received from any relevant party;
  - iii) allow relevant parties to be present along with their adult representative; and may request or require such parties or other witness to attend the hearing or provide such evidence as is available to enable the SLS Appeals Tribunal to properly consider the matter.
  - n) Persons appearing before the SLS Appeals Tribunal are not entitled as of right to:
    - i) Legal representation before the SLS Appeals Tribunal. Subject to paragraph (ii) below the Appeal Tribunal may grant a right to legal representation to a party where that party has made written application to the SLS Appeals Tribunal for such representation. Such application must be received by the chairperson of the SLS Appeals Tribunal within 7 days from the date of the notice served under **Regulation 5.2(k)**.
    - ii) Legal representation will only be permitted by the SLS Appeals Tribunal where the party seeking legal representation can demonstrate to the SLS Appeals Tribunal that the matter is serious, complex or the consequences for that party proceeding without legal representation are significant from a

- livelihood or business perspective. The onus is on the party seeking legal representation to prove that such representation should be permitted.
- iii) The SLS Appeals Tribunal may refuse or grant such application in its absolute discretion. The SLS Appeals Tribunal's decision in respect to legal representation is final and there is no appeal from such decision.
  - n) Following consideration of all information which the SLS Appeals Tribunal considers relevant and which is available, the SLS Appeals Tribunal shall arrive at a finding. The SLS Appeals Tribunal can impose new penalties or vary an existing penalty. A decision of the SLS Appeals Tribunal may be by a majority decision. A decision of the SLS Appeals Tribunal is final.
  - o) The SLS Appeals Tribunal shall notify all relevant parties, including SLSA and the relevant State Centre of its decision as soon as practicable.
  - p) An SLS Appeals Tribunal has no power to award costs. That is, each party will be responsible for their own costs of the appeal.

### **Regulation 5.3 Competition Discipline**

#### **5.3.1 Surf Sports Manual**

The SLSA Surf Sports Manual and in particular but not only clause 14.5 of the Surf Sports Manual applies in respect to SLS carnival and competition discipline.

#### **5.3.2 Appeals**

For the purposes of clauses 14.5.1(c) and (d) of the SLSA Surf Sports Manual the appeal body for any appeal against a penalty imposed by a Competition Disciplinary Committee shall be the SLS Appeals Tribunal and **Regulation 5.2** shall apply to such appeal.

### **Regulation 5.4 Revocation of SLSA Service and Recognition Awards**

1. The Board may, by special resolution, revoke a previously issued award of recognition, including, but not limited to, SLSA Life Membership, in circumstances where a Member who has been issued an award of recognition has:
  1. Been convicted of a serious criminal offence
  2. Committed a serious breach and/or repeated breaches of a SLSA policy or policies
  3. Committed a serious breach and/or repeated breaches of SLSA codes of conduct
  4. Brought surf life saving and/or SLSA into disrepute
  5. Rejected and/or returned a previously issued award.
2. Prior to giving consideration to the revocation of an award, the member shall be invited to make a written submission to the Board as to why the award should not be revoked.
3. The Board's decision to revoke an award shall be final and there is no appeal.

# SEASPRAY SURF LIFE SAVING CLUB

## BY-LAWS

VERSION – JULY 2019

### TABLE OF CONTENTS

#### Contents

SEASPRAY SURF LIFESAVING CLUB .....	4
1 AIM.....	4
1.1 At Seaspray Surf Lifesaving Club, we aim to provide and promote a safe beach environment at Seaspray for our beach going community.....	4
2 MISSION .....	4
2.1 At Seaspray Surf Lifesaving Club: .....	4
• We are a family orientated club who inspire life long bonds .....	4
• We are an inclusive, community orientated club for all ages and abilities .....	4
• We are well Trained and promote the maintenance of a high skill level .....	4
• We use aquatic sports training and competition to keep ourselves fit healthy and ready for service .....	4
• Our Equipment is contemporary and always ready to service .....	4
• We have a culture of safety in all that we do.....	4
3 VALUES.....	4
3.1 At Seaspray Surf Lifesaving club, we value behaviours which are:.....	4
• Welcoming.....	4
• Respectful.....	4
• United .....	4
• Inspiring.....	4
4 GENERAL .....	4
4.1 Authority .....	4
4.2 Policies.....	4
5 MEMBERSHIP CATEGORIES .....	4
5.1 MEMBERSHIP CATEGORIES .....	4
5.1.1 LIFE MEMBERS .....	5
5.1.2 INDIVIDUAL MEMBERS .....	5
5.1.3 ACTIVE MEMBERSHIP.....	5
5.1.4 NON ACTIVE MEMBERSHIP .....	6
5.1.5 SOCIAL MEMBERS .....	6
6 ANNUAL SUBSCRIPTIONS.....	6
7 BOARD.....	6

7.1	Board of Directors .....	6
7.1.1	Composition and role of the board.....	6
7.1.2	Board Obligation .....	7
8	OPERATIONAL ROLES.....	7
8.1	OPERATIONAL ROLES .....	7
8.2	DUTIES OF OPERATIONAL ROLES .....	8
8.3	NOMINATION OF OPERATIONAL ROLES .....	8
8.4	VOTING PROCEDURE.....	8
8.5	RIGHT TO CO-OPT.....	8
8.6	TERM OF OPERATIONAL ROLES.....	8
8.7	OPERATIONAL ROLES ACCOUNTABILITIES .....	8
8.8	ORGANISATION CHART .....	10
9	ROLE DESCRIPTIONS .....	11
9.1	PRESIDENT .....	11
9.2	DIRECTOR OF LIFE SAVING SERVICES – VICE PRESIDENT .....	11
9.2.1	PATROL SERVICES COORDINATOR .....	11
9.2.2	RESCUE SERVICES COORDINATOR .....	12
9.2.3	LIFE SAVING EQUIPMENT COORDINATOR.....	12
9.2.4	POWER CRAFT COORDINATOR .....	12
9.3	DIRECTOR TRAINING & ASSESMENT .....	12
9.3.1	TRAINING OFFICERS .....	13
9.3.2	ASSESMENT OFFICERS.....	13
9.4	DIRECTOR OF PROGRAMS AND MEMBER DEVELOPMENT .....	13
9.4.1	YOUTH COORDINATOR .....	13
9.4.2	JUNIOR (NIPPERS PROGRAM) COORDINATOR .....	13
9.4.3	FEMALE LEADERSHIP COORDINATOR.....	14
9.5	DIRECTOR OF SPORT .....	14
9.5.1	BOAT CAPTAIN .....	14
9.5.2	BOARD & SKI CAPTAIN .....	14
9.5.3	BEACH CAPTAIN .....	15
9.5.4	YOUTH SPORTS COORDINATOR .....	15
9.5.5	OFFICIATOR/REFEREE DEVELOPMENT COORDINATOR .....	15
9.5.6	COACHES DEVELOPEMNT COORDINATOR.....	15
9.6	DIRECTOR OF FACILITIES AND EQUIPMENT .....	15
9.6.1	PROPERTY COORDINATOR.....	16
9.6.2	HEATH SAFETY AND ENVIRONMENT .....	16
9.7	TREASURER.....	16

9.7.1	BOOK KEEPER (if required).....	16
9.7.2	GRANTS COORDINATOR.....	16
9.8	DIRECTOR OF BUSINESS SERVICES - VICE PRESIDENT .....	17
9.8.1	SPONSORSHIP AND FUNDRAISING COORDINATOR.....	17
9.8.2	SOCIAL COORDINATOR .....	17
9.8.3	MEDIA AND ADVERTISING .....	17
9.9	SECRETARY .....	17
9.9.1	ADMINISTRATION SUPPORT .....	18
9.9.2	COMMUNICATIONS COORDINATOR.....	18
9.10	DIRECTOR OF MEMBERSHIP .....	18
9.10.1	REGISTRA .....	18
9.10.2	MEMBERS WELFARE .....	18
9.10.3	CLUB UNIFORM .....	18

# **SEASPRAY SURF LIFESAVING CLUB**

## **1 AIM**

1.1 At Seaspray Surf Lifesaving Club, we aim to provide and promote a safe beach environment at Seaspray for our beach going community.

## **2 MISSION**

2.1 At Seaspray Surf Lifesaving Club:

- We are a family orientated club who inspire life long bonds
- We are an inclusive, community orientated club for all ages and abilities
- We are well Trained and promote the maintenance of a high skill level
- We use aquatic sports training and competition to keep ourselves fit healthy and ready for service
- Our Equipment is contemporary and always ready to service
- We have a culture of safety in all that we do.

## **3 VALUES**

3.1 At Seaspray Surf Lifesaving club, we value behaviours which are:

- Welcoming
- Respectful
- United
- Inspiring

## **4 GENERAL**

### **4.1 Authority**

The By-Laws of Seaspray SLSC are enacted with the Seaspray SLSC Constitution, Rule 25

### **4.2 Policies**

- a) The Seaspray SLSC Board of directors shall develop policies, or approve policies as developed by any council for the effective and consistent operation of Seaspray SLSC.
- b) Seaspray shall also subscribe to the policies of LSV and SLSA as appropriate. Where National policies are amended or are not adopted, this shall be clearly identified.

## **5 MEMBERSHIP CATEGORIES**

### **5.1 MEMBERSHIP CATEGORIES**

The Members of the Association shall consist of:

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

- (c) Social Members, who shall not have the right to be present, to debate and to vote at General Meetings;
- (d) Such other classes of membership as determined by the Committee from time to time.

**Note: Any Member under the age of 16 is not entitled to a vote.**

### **5.1.1 LIFE MEMBERS**

- a) The Life Member Committee may recommend to the Annual General Meeting any person who has rendered outstanding long service to the Association and its members. Such service shall be deemed to have assisted in the advancement of the Association and lifesaving.
- b) Nominations for Life Membership shall be submitted in writing to the Life Member Committee. Such nominations may be submitted by any Member. Subject to the nominee being eligible in accordance with the Rules, the Life Member Committee will consider recommending such an individual be granted Life Membership.
- c) The Life Member Committee will submit the recommendation(s) at the next Annual General Meeting for acceptance by a two-thirds majority of Voting Members.
- d) Notice of proposed confirmation of appointments of any Life Members should appear in the agenda on the Notice to Members convening such Annual General Meeting.
- e) A person must accept or reject the Association's resolution to confer life membership. Upon acceptance, the person's details shall be entered upon the register, and from the time of entry on the register that person shall be a Life Member.
- f) Life members have the same rights and obligations as other members of the Association, except that life members are not required to pay the subscription and the Association shall pay any dues levied in respect of membership.

### **5.1.2 INDIVIDUAL MEMBERS**

Membership of the Association shall be divided into Active Membership Categories and Non Active Membership categories

### **5.1.3 ACTIVE MEMBERSHIP**

All active members shall attend the beach or elsewhere for patrol or other duties on such dates and at such hours as may be specified by the committee, in the patrol roster or at other such times as may be deemed necessary by the responsible Senior Active Officer and unless exempted by the committee, shall undertake and qualify in an annual proficiency test prior to the 31st Of December each year.

- (a) **Senior Active:** - Any person over the age of 18 years at October 1, they must hold a current patrolling award in accordance with the SLSA policy.
- (b) **Junior Active:** - Any person between the ages of 15 and 18 years at October 1, they must hold a current patrolling award in accordance with the SLSA policy.
- (c) **Cadet:** - Any person between the ages of 13 and 14 years at October 1, they must hold a current patrolling award in accordance with the SLSA policy.
- (d) **Active Reserve:-** Any person who has completed not less than five (5) years continuous and satisfactory membership as a senior active member or who through illness, place of residence or other reasons, is prevented from carrying out their patrol duties. The qualifying period of all satisfactory service may be varied under special circumstances or for any special reasons deemed satisfactory by the Committee at its sole discretion in each case. Applications for Active Reserve

membership shall be presented in writing and appointed by the Association committee.

- (e) **Nipper:** - Any person between the ages of 7 and 13 years at October 1, who participates in the junior or nipper programs. All junior members shall be subject to the qualifications, proficiency requirements, rules and policies for junior programs as determined by LSV and SLSA.

**Long Service Member:** - A Member who in the opinion of the committee and has met the conditions laid down by SLSA

#### **5.1.4 NON ACTIVE MEMBERSHIP**

Shall have the same rights and obligations as a senior active member but will not be able to compete in competitions, and will not be eligible for election to any official position directly associated to active surf life saving activities.

- (a) **Associate Member:**-Any person unable or not desiring to become an active member.
- (b) **Honary Member:** - Any person appointed by the Association committee. In each case the committee may determine, extended or terminated such an appointment. Such persons may include distinguished visitors, visiting members of affiliated clubs, club members or others who shall have rendered or may be able to render special services to the Association.

#### **5.1.5 SOCIAL MEMBERS**

Persons other than individual members who are interested in promoting the Association, but who do not wish to participate in the operational activities of the Association, may become a Social Member.

### **6 ANNUAL SUBSCRIPTIONS**

- a) The annual subscriptions for all categories of memberships shall be determined by the board.
- b) Life Members and Honorary Members shall be exempt from paying annual subscription)
- c) A family subscription shall be to parents and such of their children as shall be eligible for membership but whose age shall not exceed (17 years on the 1<sup>st</sup> of October in the financial years.)
- d) If a Member has not re-applied for Membership with the Association by the 31<sup>st</sup> of December in the year due, that Member's membership will be deemed to have lapsed from that time. The Register shall be amended to reflect any lapse of membership under this Rule 3 (d) as soon as practicable.
- e) A Member whose membership has been discontinued or has lapsed under Rule 3(d) (a)
- a. must seek renewal or re-apply for membership in accordance with this Constitution; and
  - b. May be re-admitted at the discretion of the Committee.

### **7 BOARD**

#### **7.1 Board of Directors**

##### **7.1.1 Composition and role of the board**

The Board shall comprise of Ten (10) Members, The Director of Life Saving Services along with the Director of Business Services will also perform the role of Vice President. The Board members will be accountable for the overall running of the Seaspray SLSC.



- a) The President, Treasurer, Director of Program and Development and Director of Membership, Director of Training and assessment will be elected at the AGM on years which end in an even number.
- b) The Director of Life Saving Services, Director of Administration Services, Director of Facilities and maintenance, and Director of Sport, Director of Business Services will be elected at the AGM on years which end in an odd number.
- c) Each member of the Board will have voting rights.

1. The President;
2. Director of Lifesaving Services (Vice President)
3. Director of Training and assessment
4. Director of Programs and Development
5. Director of Sports
6. Director of Facilities and maintenance
7. Director Business Services (Vice President)
8. Director of Membership Services
9. Treasurer
10. Secretary

Who must all be Individual Members and who shall be elected under clause 8.2.

### **7.1.2 Board Obligation**

The principle statutory and common law duties imposed upon each Director may be summarised as:

- i. To act honestly and in good faith in the interest of Seaspray SLSC as a whole.
- ii. To exercise the degree of care, skill and diligence that a reasonable person in a like position would exercise in Seaspray SLSC's circumstances.
- iii. To exercise powers granted honestly and for the purposes for which they were conferred and not for collateral purposes.
- iv. To avoid and actual or potential conflict between the obligations owed to Seaspray SLSC and the Director's personal interest or other duties;
- v. To keep confidential information obtained confidential, and not to disclose an advantage or business opportunities acquired, in the course of office;
- vi. To prevent insolvent trading by Seaspray SLSC.

## **8 OPERATIONAL ROLES**

### **8.1 OPERATIONAL ROLES**

The Board shall be supported by operational roles which report to the relevant Board Director as per the Organisational structure described in by law 3.2

## **8.2 DUTIES OF OPERATIONAL ROLES**

These roles will be accountable for the operations of specific aspects required for the running of the Seaspray SLSC. No operational position is authorised to incur expenses to debts on behalf of the Seaspray SLSC without the express permission of the Board.

## **8.3 NOMINATION OF OPERATIONAL ROLES**

Nominations for candidates for Operational roles to be elected shall be called for by the associations thirty days prior to the Annual General Meeting, When calling for nominations the Association shall also provide details for the necessary qualifications and job description for the positions. Qualifications and job description shall be as determined by the board from time to time.

Nominations of candidates for election for an Operational Role shall be:

- i. made in writing, identifying the office for which the nominee is nominating, signed by two Individual Members and accompanied by the written consent of the nominee (which may be endorsed on the form of nomination); and
- ii. delivered to the Association not less than 30 days before the date fixed for the holding of the Annual General Meeting.
- iii. The Association shall send the nominations to the Members entitled to receive notice under rule 15.1

If insufficient nominations are received to fill all available vacancies for the operational roles:

- a) the candidates nominated shall, subject to declaration by the chairperson, be deemed to be elected to the office for which they have nominated; and
- b) the remaining positions will be deemed casual vacancies.
- c) If the number of nominations received for particular offices is equal to the relevant vacancies to be filled, the persons nominated shall, subject to declaration by the chairperson, be deemed to be elected to the relevant office.
- d) If the number of nominations for particular offices exceeds the number of relevant vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order, for each vacancy.

## **8.4 VOTING PROCEDURE**

Elections shall be by secret ballot and otherwise by such means as is prescribed by the Board.

## **8.5 RIGHT TO CO-OPT**

It is expressly acknowledged that the Board may co-opt person(s) with appropriate experience or expertise to assist in fulfilling operational roles.

## **8.6 TERM OF OPERATIONAL ROLES**

The term of operational roles will be 12 months, and members may be re-elected.

## **8.7 OPERATIONAL ROLES ACCOUNTABILITIES**

New roles may be added to support the Directors as required, as a guide initially the positions created are:

Director of lifesaving services:

Patrol Services Coordinator

Emergency Services Coordinator

Patrol captains

Gear steward

Power craft co-ordinator

Director Training and Assessment:

Awards Coordinator

TOC's

Assessment Co-ordinator

Director of Program and Development:

YIPS coordinator

Nipper Coordinator

Members programs coordinator

Female leadership

Director of Sport:

Boat captain

Ski captain

Beach captain

Youth sport coordinator

Officiators/Referee Development

Coaches Development

Director Facilities and maintenance:

Property Maintenance coordinator

Safety Health and environment

Director Business Services:

Sponsorship and Fundraising Coordinator

Social Coordinator

Media and advertising

Director Memberships:

Registrar

Member welfare

Team uniform coordinator

Secretary:

Communications manager

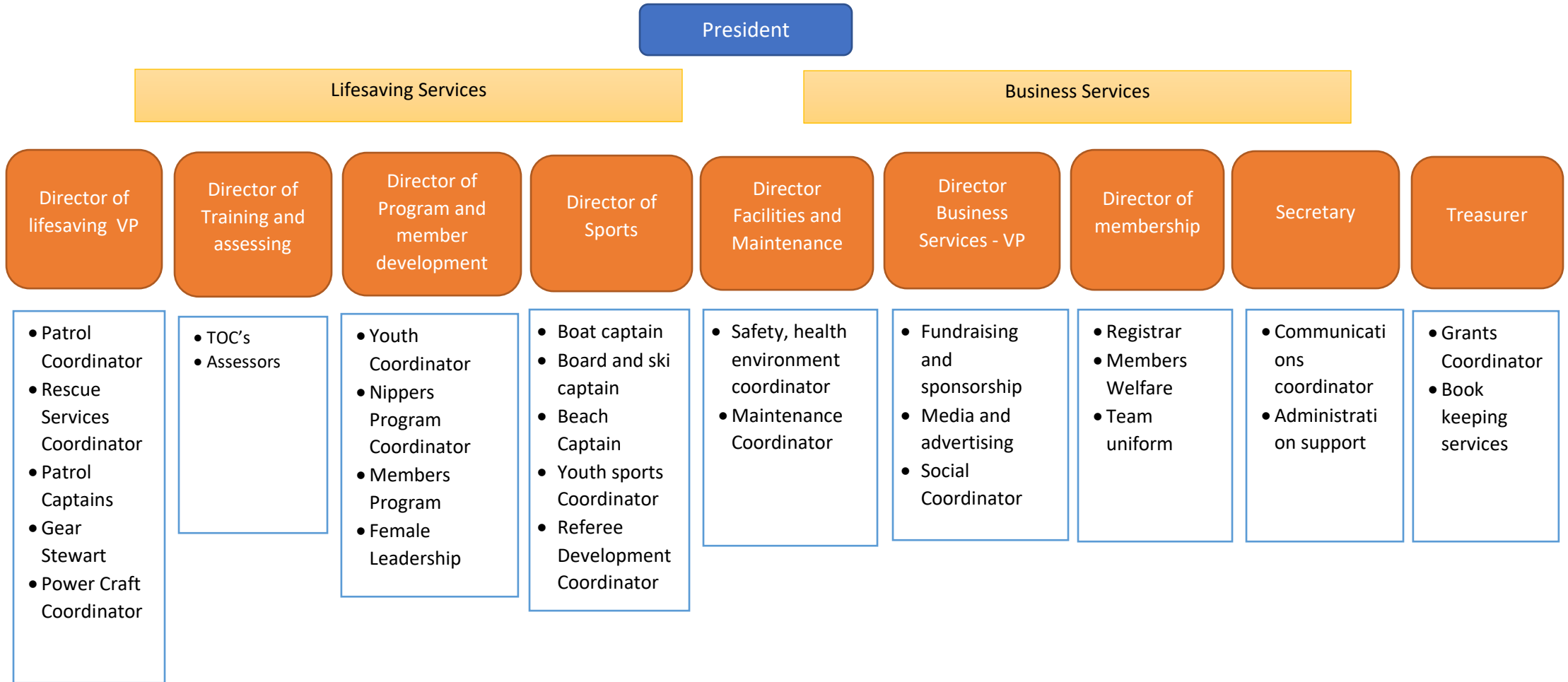
Administration support

Treasurer:

Grants Coordinator

Book keeper (if required)

## 8.8 ORGANISATION CHART



## **9 ROLE DESCRIPTIONS**

### **9.1 PRESIDENT**

- Manage Seaspray SLSC Board Meetings
- Support the Directors of Seaspray SLSC
- Manage the Annual General Meeting
- Represent Seaspray SLSC at relevant local, regional, state and national forums
- Act as a facilitator for Club activities
- Ensure the planning and budgeting for the future is carried out in accordance with the wishes of the members.
- Be signatory to Seaspray SLSC Bank Accounts
- Address any other task(s) relating to the management of Seaspray Lifesaving Club that may arise during the term
- Facilitate the strategic direction of the club

### **9.2 DIRECTOR OF LIFE SAVING SERVICES – VICE PRESIDENT**

- One of two Vice President of the Club
- Overall responsibility for all Rescue and Surf Life Saving Services
- Developing new initiatives for patrolling that assist with:
  - Leadership and skill development
  - Retention of members
  - Membership recruitment
- Negotiate LSV protocols
- Providing patrolling uniforms for all patrolling members
- Ensure all patrolling equipment is ready for use
- Developing and implementing patrol captain training
- Ensure LIMSOC and surf guard are managed and up to date for current activities
- Liaising with other clubs to improve and enhance lifesaving standards
- Implementing an intra-club patrol competition
- Developing an emergency response unit of key patrollers
- Together with Director of Business Services manage Risk and compliance
- Any other task(s) relating to lifesaving at Seaspray SLSC that may arise during their term

#### **9.2.1 PATROL SERVICES COORDINATOR**

- Directly responsible for the day to day operations of surf life saving patrol services at Seaspray SLSC
- Must have at least 5 Years Active Patrol Duty, must have obtained the relevant Training Officer Certificates
- Responsible for the rostering and management of Patrol Services on the Beach
- Coordinating patrols for the life saving season
- Providing a water safety team for special events

### **9.2.2 RESCUE SERVICES COORDINATOR**

- Directly responsible for the provision and operations of surf life saving patrol services at Seaspray SLSC
- Must have at least 5 Years Active Patrol Duty, must have obtained the relevant Training Officer Certificates
- Responsible for the rostering and management of 24hr x 7days a week rescue services for
- Seaspray SLSC.
- Club Liaison with LSV and Vic Police for rescue services

### **9.2.3 LIFE SAVING EQUIPMENT COORDINATOR**

- Directly responsible for the purchase, maintenance and repair of all non-mechanical equipment required for surf life saving patrol services and rescue services at Seaspray SLSC.
- Organising patrolling equipment for annual gear inspection
- Purchasing new equipment where necessary
- Ensuring all equipment conforms to state OHS legislation and national life saving standards

### **9.2.4 POWER CRAFT COORDINATOR**

- Directly responsible for the purchase (based on approval by the board), maintenance and repair of all power craft and ancillary equipment required for surf life saving patrol services and rescue services at Seaspray SLSC.
- Ensuring all equipment and conform to state OHS legislation and national life saving standards
- Ensuring all Power craft conforms to state OHS legislation and national life saving standards

### **9.3 DIRECTOR TRAINING & ASSESSMENT**

- Responsible for the development and facilitation of award training and assessment programs for members and community groups
- Together with Director Lifesaving Services responsible for the development and maintenance of skills for surf lifesaving patrol and rescue services at Seaspray SLSC
- Develop pathways and coordinate Seaspray SLSC members to develop as training facilitators and training assessors.
- Must have at least 5 Years Active Patrol Duty, must have obtained the relevant Training Officer Certificates
- Must be at minimum in training to be an assessor.
- Organising the annual proficiency at Seaspray SLSC

### **9.3.1 TRAINING OFFICERS**

- Delivery of training for lifesaving awards for Aquatic Rescue, First Aid and Emergency Care or Power Craft

### **9.3.2 ASSESMENT OFFICERS**

- Provide assessment of training for lifesaving awards for Aquatic Rescue, First Aid and Emergency Care or Power Craft
- Provide assessment at annual proficiency at Seaspray SLSC

## **9.4 DIRECTOR OF PROGRAMS AND MEMBER DEVELOPMENT**

- Overall Responsibility for all Programs, including but not limited to:
  - Age Manager
  - Age Manager Presenter
  - Safeguarding Children
  - Female Leadership Network (FLN)
  - Building Leaders Program
  - 18-25 Mentor Program
  - Youth Involvement Program
  - National Leadership College
- Developing links with schools for bronze training, nipper programs and surf safety programs
- Encourage leadership pathways for members through the promotion of LSV and SLSA participation programs.
- Working with the Director of Memberships ensuring the safety and protection of Seaspray SLSC Junior members
- Representing Seaspray at the LSV Membership and Leadership Development Council Meetings
- Working with the Director of Sport to develop youth competitors
- Any other task(s) relating to Activities at Seaspray SLSC that may arise during their term

### **9.4.1 YOUTH COORDINATOR**

- Develop and implement the LSV endorsed YIP program for youth 14-18 year olds for the Seaspray SLSC club including;
- Social Programs, Sports Participation, Youth Retention Programs
- Must Have passed the relevant member protection checks.
- Organising youth specific social activities

### **9.4.2 JUNIOR (NIPPERS PROGRAM) COORDINATOR**

- Develop and implement a Nipper Education Program for 6-14 year olds for the Seaspray SLSC club.
- Develop and coordinate Age Managers
- Coordinate Water Safety supervision to deliver program

- Implement Child Safety compliance
- Must have passed the relevant member protection checks.

### **9.4.3 FEMALE LEADERSHIP COORDINATOR**

- Coordinates the implementation of Female Leadership Program for Seaspray SLSC

## **9.5 DIRECTOR OF SPORT**

- Overall Responsibility for all Surf Sports, including responsibility for youth sports development
- Developing and implementing a Sport Strategic Plan
- Coordinate team managers and sports administrators for the club
- Organising and promoting coaching and officiating courses for members
- Liaising with state squads and with other clubs to enhance members opportunities
- Pursuing opportunities to link with other sporting organisations or groups to enhance Seaspray training program
- Any other task(s) relating to the development of sport at Seaspray SLSC that may arise during their term

### **9.5.1 BOAT CAPTAIN**

- Directly responsible for the growth and success surf life saving competition in Surf Boats including
- Development Programs ,Expert Coaching, Recruitment
- Organising regular training sessions at the Club in a variety of activities
- Attending Life Saving Carnivals
- Managing the Seaspray Competition team at Carnivals
- Allocating competition craft
- Must possess and maintain a minimum Level 1 surf coaching certificate
- Have passed the relevant member protection checks.
- Must be fully conversant with SLSA competition rules as they relate to Boat Competition

### **9.5.2 BOARD & SKI CAPTAIN**

- Directly responsible for the growth and success surf life saving competition in Boards and Surf Ski's including Development Programs, Expert Coaching, Recruitment
- Organising regular training sessions at the Club in a variety of activities
- Attending Life Saving Carnivals
- Managing the Seaspray Competition team at Carnivals
- allocating competition craft
- Must possess and maintain a minimum Level 1 surf coaching certificate



- Have passed the relevant member protection checks.
- Must be fully conversant with SLSA competition rules as they relate to Boards & Ski's

### **9.5.3 BEACH CAPTAIN**

- Directly responsible for the growth and success surf life saving competition in Beach Sport development Programs, Expert Coaching, Recruitment
- Organising regular training sessions at the Club in a variety of activities
- Attending Life Saving Carnivals
- Managing the Seaspray Competition team at Carnivals
- Allocating competition craft
- Must possess and maintain a minimum Level 1 surf coaching certificate
- Have passed the relevant member protection checks.
- Must be fully conversant with SLSA competition rules as they relate to Beach events

### **9.5.4 YOUTH SPORTS COORDINATOR**

- Directly responsible for the growth and success of youth surf sports for 9 – 14 year old's develop programs, coaching and recruitment.
- Must ensure coaches possess and maintain a minimum Level 1 surf coaching certificate
- Have passed the relevant member protection checks.
- Must be fully conversant with SLSA competition rules as they relate to Nippers

### **9.5.5 OFFICIATOR/REFEREE DEVELOPMENT COORDINATOR**

- Directly responsible for the development and growth of officials/referees within the Seaspray SLSC and regional district

### **9.5.6 COACHES DEVELOPEMNT COORDINATOR**

- Directly responsible for the development and growth of Coaches within the Seaspray SLSC and regional district

## **9.6 DIRECTOR OF FACILITIES AND EQUIPMENT**

- Overall Responsibility for development of new and refurbished buildings controlled by Seaspray SLSC
- Overseeing the general maintenance of buildings and equipment
- Creating a strategic plan for facilities and equipment at Seaspray SLSC
- Ensuring all equipment and buildings conform to state OHS legislation and national life saving standards

- Ensuring the club complies with local liquor licensing laws
- Creating and maintaining an asset register for Seaspray SLSC

#### **9.6.1 PROPERTY COORDINATOR**

- Directly responsible for the maintenance, upgrade and repair of the Seaspray SLSC buildings
- Ensuring all buildings conform to state OHS obligation
- Organise maintenance and cleaning contracts where appropriate to maintain facilities

#### **9.6.2 HEATH SAFETY AND ENVIRONMENT**

- Ensuring the safety of members through promotion and implementation of SLSA OHS policies
- Ensure compliance to environmental obligations under building permit
- Develop strategies to reduce environmental foot print

#### **9.7 TREASURER**

- Consulting with all other directors to form an annual budget
- Reviewing performance against the annual budget
- Accountable for the production of the Annual Financial reports
- Any other task(s) relating to the financial management of Seaspray SLSC that may arise
- Be signatory to Seaspray SLSC bank accounts
- Presenting financial reports at Executive Committee meetings

##### **9.7.1 BOOK KEEPER (if required)**

- Keeping a timely and proper record of all payments paid and monies received
- Showing evidence of financial transactions
- Arranging an annual audit and ensuring that annual audit information is prepared
- Producing an annual financial report
- Sending out accounts
- Paying all bills and accounts

##### **9.7.2 GRANTS COORDINATOR**

- Grant Applications including but not limited to:
  - LSV grants for admin and equipment
  - Sports travel cost
  - Asset purchases
  - Program delivery

- Ensure compliance and acquittal of grants are completed.

## **9.8 DIRECTOR OF BUSINESS SERVICES - VICE PRESIDENT**

- Manage Seaspray SLSC Business to promote the aims of the club
- Develop strategies to promote National and State promotional initiatives
- Manage and implement strategies for fundraising, including but not limited to club raffles
- Manage and implement strategies to generate major sponsorship
- Manage stakeholder engagements
- Together with Director of Lifesaving Services manage Risk and compliance
- Coordinate Presentation night

### **9.8.1 SPONSORSHIP AND FUNDRAISING COORDINATOR**

- Develop initiatives and coordinate fundraising activities
- Develop initiatives and coordinate major Sponsorships for the club,

### **9.8.2 SOCIAL COORDINATOR**

- Directly responsible for the organising of social functions for the Seaspray SLSC
- Coordinate club entertainment
- Strategically use social functions to generate Club atmosphere

### **9.8.3 MEDIA AND ADVERTISING**

- Develop and implement ad media and advertising to promote club goals
- Develop other promotional material as required to promote club programs
- Develop promotional material to support fundraising and major sponsors

## **9.9 SECRETARY**

- Community and Public Events coordination, All Club and Surf Life Savings Promotions Activity
- Manage the day to day communications internally and externally at Seaspray SLSC,
- Responsible for all records are maintained in accordance with legislative requirements
- Creating and maintaining a relevant club history document.
- Preparation, production and distribution of the Annual Report
- Being a signatory on the Seaspray SLSC bank accounts
- Acting as the Public Officer of Seaspray SLSC and ensuring compliance with Association legislation.
- Any other task(s) relating to secretarial services for Seaspray SLSC that may arise during their term

### **9.9.1 ADMINISTRATION SUPPORT**

- Secretarial services for the Seaspray SLSC Board of management, including preparing the agenda for meetings in conjunction with the President
- Making arrangements including venue, date, times and hospitality for board meetings
- Collecting and collating monthly reports from the Directors
- Calling for and receiving nominations for Directorships for the Seaspray SLSC AGM
- Taking the minutes of all meetings, Writing up the minutes after meetings as soon as possible after the meeting.
- Responding to communications promptly

### **9.9.2 COMMUNICATIONS COORDINATOR**

- Coordinate Social media accounts
- Coordinate Club Website development,
- Manage Club Newsletter

### **9.10 DIRECTOR OF MEMBERSHIP**

- Assessing the human resource needs for the club,
- Recruiting and recommending the appointment of volunteers to suitable,
- Organising the orientation and the induction of members,
- Developing volunteer recognition and retention programs,
- Developing a club identity through uniform

#### **9.10.1 REGISTRA**

- Managing a Register of all Seaspray SLSC Members, including appropriate membership mapping and appropriate access for other club users
- Membership packs

#### **9.10.2 MEMBERS WELFARE**

- Managing promotion and compliance to members protection policy 6.05
- Along with Director of Programs and Member Development manage compliance to the Safeguarding of Children and Young People (SCYP) Policy and Procedure, relevant legislation, and statutory requirements for the club in relation to (SCYP)

#### **9.10.3 CLUB UNIFORM**

- Coordinate Club uniform sales and promotion
- Merchandise development and sales