



**CONSTITUTION FOR  
SHELLY BEACH SURF LIFE SAVING CLUB INCORPORATED  
UNDER  
THE ASSOCIATIONS INCORPORATION ACT, 1984**

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## Table of Contents

1.	NAME OF ASSOCIATION .....	2
2.	COLOURS AND IDENTITY.....	2
3.	OBJECTS OF ASSOCIATION .....	2
4.	POWERS OF THE ASSOCIATION (SHELLY BEACH SURF CLUB INC.).....	4
5.	APPLICATION OF INCOME .....	5
6.	LIABILITY OF MEMBERS .....	5
7.	MEMBER'S CONTRIBUTIONS.....	5
8.	DISTRIBUTION OF PROPERTY ON WINDING UP.....	6
9.	DEFINITIONS AND INTERPRETATION .....	6
10.	CODE OF CONDUCT .....	8
11.	STATUS AND COMPLIANCE OF ASSOCIATION .....	8
12.	ASSOCIATION'S CONSTITUTION .....	10
13.	MEMBERS .....	10
14.	SUBSCRIPTIONS AND FEES .....	14
15.	APPLICATION.....	14
16.	REGISTER OF MEMBERS.....	15
17.	EFFECT OF MEMBERSHIP.....	16
18.	DISCONTINUANCE OF MEMBERSHIP.....	16
19.	DISCIPLINE.....	17
20.	ANNUAL GENERAL MEETING .....	18
21.	NOTICE OF BOARD OF MANAGEMENT MEETING .....	18
22.	BUSINESS .....	19
23.	NOTICES OF MOTION .....	19
24.	SPECIAL GENERAL MEETINGS .....	19
25.	PROCEEDINGS AT BOARD OF MANAGEMENT MEETINGS.....	20
26.	VOTING AT BOARD OF MANAGEMENT MEETINGS .....	21
27.	PROXY VOTING .....	21
28.	EXISTING CLUB COMMITTEE MEMBERS .....	21
29.	POWERS OF THE BOARD OF MANAGEMENT COMMITTEE.....	21
30.	COMPOSITION OF THE CLUB COMMITTEE .....	22
31.	ELECTION OF CLUB COMMITTEE MEMBERS.....	24
32.	MEETINGS OF THE COMMITTEE.....	26
33.	SECRETARY.....	27
34.	DELEGATIONS .....	27
35.	REGULATIONS.....	28
36.	RECORDS AND ACCOUNTS.....	29
37.	AUDITOR .....	30
38.	NOTICE .....	30
39.	SEAL .....	30
40.	ALTERATION OF CONSTITUTION.....	30
41.	INDEMNITY.....	31
42.	DISSOLUTION .....	32
43.	AUTHORITY TO TRADE .....	32
44.	GRIEVANCE PROCEDURES.....	32
45.	TRUSTEES .....	32
	APPENDIX 1 – SLSA MEMBERSHIP DECLARATION FORM / SLSA MEMBERSHIP APPLICATION FORM .....	34
	APPENDIX 2 – NOMINATION FORM.....	39
	APPENDIX 3 – JOB DESCRIPTIONS .....	40
	ANNEXURE 4 - ORGANISATION CHART .....	49

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**THE ASSOCIATIONS INCORPORATION ACT 1984 NEW SOUTH WALES****CONSTITUTION OF  
SHELLY BEACH SURF LIFE SAVING CLUB INCORPORATED****1. NAME OF ASSOCIATION**

The name of the Association is Shelly Beach Surf Life Saving Club Incorporated (“Association”).

**2. COLOURS and IDENTITY**

The colours of the Club shall be Sky Blue, Maroon and Gold, with logo being a reel inside a shell (as shown on the front of this constitution). The logo can only be used with the direct permission of the Club Executive. The executive may produce or have produced a design of any description other than the club logo to promote club activities.

**3. OBJECTS OF ASSOCIATION**

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

- (a) participate as a member of Surf Life Saving Central Coast, Surf Life Saving NSW and Surf Life Saving Australia Limited (“SLSA”) through and by which surf 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 surf lifesaving throughout Shelly Beach;
- (c) ensure the maintenance and enhancement of the Association, Surf Life Saving Central Coast, Surf Life Saving NSW, Affiliated Clubs, SLSA and surf lifesaving, its standards, quality and reputation for the benefit of the Members and surf lifesaving;
- (d) at all times promote mutual trust and confidence between the Association, Surf Life Saving Central Coast, Surf Life Saving NSW, Affiliated Clubs, SLSA and the Members in pursuit of these objects;
- (e) at all times act on behalf of and in the interest of the Members and surf lifesaving;
- (f) promote the economic and community service success, strength and stability of the Association, Surf Life Saving Central Coast, Surf Life Saving NSW, Affiliated Clubs, SLSA and surf lifesaving;
- (g) affiliate and otherwise liaise with Surf Life Saving Central Coast, Surf Life Saving NSW and SLSA, in the pursuit of these objects and the objects of surf lifesaving;
- (h) conduct, encourage, promote, advance and control surf lifesaving at Shelly Beach, 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 surf lifesaving and surf 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 surf lifesaving standards, techniques, awards and education with bodies involved in aquatic life saving;
- (m) strive for Governmental, commercial and public recognition of the Association as the authority on aquatic safety and management at Shelly Beach, North Shelly, Blue Lagoon and Bateau Bay beach;
- (n) promulgate, and secure uniformity in, such rules as may be necessary for the management and control of surf lifesaving and related activities and the preservation of life in the aquatic environment;
- (o) further extend the operations and teachings of the Association throughout at Shelly Beach North Shelly, Blue Lagoon and Bateau Bay;
- (p) further develop surf lifesaving into an organised institution and with these objects in view, to foster, regulate, organise and manage examinations, 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 surf lifesaving which may arise, or be referred to it, by any Member;
- (r) act as arbiter on all matters pertaining to the conduct of surf lifesaving at Shelly Beach, including disciplinary matters;
- (s) pursue through itself or other such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of surf lifesaving;
- (t) formulate or adopt and implement appropriate policies, including in relation to sexual harassment, equal opportunity, equity, drugs in sport, health, safety, junior and senior programs, infectious diseases and such other matters as arise from time to time as issues to be addressed in surf lifesaving;
- (u) represent the interests of its Members and of surf lifesaving generally in any appropriate forum in the Central Coast;
- (v) have regard to the public interest in its operations;
- (w) 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;
- (x) ensure that environmental considerations are taken into account in all surf lifesaving and related activities conducted by the Association;
- (y) promote the health and safety of Members and all other users of the aquatic environment;
- (z) encourage Members to realise their potential and athletic abilities by extending to them the opportunity of education and participation in surf lifesaving competition and to award trophies and rewards to successful competitors;
- (aa) encourage and promote performance-enhancing drug- free competition;

- (bb) establish, grant and support awards to Members and others, in honorable public recognition of hard and meritorious rescues from the sea, deeds of exceptional bravery from time to time performed in the course of life saving and other distinguished services and acts;
- (cc) give, and seek where appropriate, recognition for Members to obtain awards or public recognition in fields of endeavor other than surf lifesaving;
- (dd) seek and obtain improved facilities for the enjoyment of the aquatic environment at Shelly Beach;
- (ee) promote uniformity of rules for the control and regulation of the aquatic environment at Shelly Beach;
- (ff) effect such objects as may be necessary in the interests of surf lifesaving and the aquatic environment at Shelly Beach; and
- (gg) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these objects.

#### **4. POWERS OF THE ASSOCIATION (Shelly Beach Surf Club Inc.)**

Solely for furthering the objects set out above, the Association has power to:

- (a) acquire by purchase, exchange or otherwise, whether for an estate in fee simple or for any less estate, lands, tenements or hereditaments of any tenure whether subject or not to any charges or encumbrances and to erect, replace, maintain, reconstruct, adapt and furnish any offices or other buildings thereon and to sell, let, alienate, mortgage, charge or deal with all or any such lands, tenements or hereditaments or any part of them;
- (b) purchase, take on lease or in exchange or otherwise acquire any real or personal estate which may be deemed necessary or convenient for any of the objects of the Association and to sell, manage, lease, mortgage, give in exchange, dispose of or otherwise deal with the same or any part thereof;
- (c) construct, maintain and alter any houses, buildings, or works necessary or convenient for the objects of the Association;
- (d) borrow and raise money in such manner as the Association thinks fit;
- (e) raise or borrow money on bonds or mortgage or other security of any property held for or on behalf of the Association or without any such security and upon such terms as the Committee shall think fit;
- (f) receive money on deposit with or without allowance of interest thereon;
- (g) invest any monies of the Association, not immediately required for the objects of the Association, in such manner as may from time to time be determined by the Committee;
- (h) take any gift of property whether subject to any special trust or not for any one or more of the objects of the Association;
- (i) take such steps by personal or written appeals, public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association in the form of donations, annual subscriptions or otherwise;

- (j) print and publish any newspapers, periodicals, books or leaflets that the Association may think desirable for the promotion of its objects;
- (k) produce, develop, create, license and otherwise exploit, use and protect Intellectual Property;
- (l) establish and maintain corporate entities to carry on and conduct the business affairs and undertakings, or any aspect thereof, of the Association and for that purpose, to utilise any of the assets of or held on behalf of the Association; and
- (m) do all such acts and things as are incidental, conducive or subsidiary to all or any of the objects of the Association.

## **5. APPLICATION OF INCOME**

- 5.1 The income and property of the Club shall be applied solely towards the promotion of the objects of the Club as set out in this Constitution.
- 5.2 Except as prescribed in this Constitution:
- (a) no portion of the income or property of the Club shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member;
  - (b) no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any Member who holds any office of the Club; and
  - (c) except under the provision of clause 5.4
- 5.3 Nothing contained in clauses 5.1 or 5.2 shall prevent payment in good faith of or to any Member for:
- (a) any services actually rendered to the Club whether as an employee or otherwise;
  - (b) goods supplied to the Club in the ordinary and usual course of operation;
  - (c) interest on money borrowed from any Member;
  - (d) rent for premises demised or let by any Member to the Club; and
  - (e) any out-of-pocket expenses incurred by the Member on behalf of the Club, provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.
- 5.4 The committee of the Club may after consideration of a Special General Meeting, elects to employ a person/s in a managerial capacity administrative functions as defined at that Special General Meeting

## **6. LIABILITY OF MEMBERS**

The liability of the Members of the Club is limited.

## **7. MEMBER'S CONTRIBUTIONS**

Every Member of the Club undertakes to contribute to the assets of the Club in the event of it being wound up while the Member, or within one year after ceasing to be a Member for payment of the debts and liabilities of the Club contracted before the time at which it ceases to be a Member and the costs, charges and expenses of winding up the Club, such an amount not exceeding one dollar (\$1.00).

## 8. DISTRIBUTION OF PROPERTY ON WINDING UP

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

## 9. DEFINITIONS AND INTERPRETATION

### 9.1 Definitions

In this Constitution unless the contrary intention appears:

“**Act**” means the Club Incorporation Act 1984, NSW.

“**Regulation**” means the Clubs Incorporation Regulation 1999.

“**Policies**” means best practices of the Club.

“**Affiliated Club**” means a surf lifesaving club which is a member of or otherwise affiliated with Surf Life Saving Central Coast, Surf Life Saving NSW or SLSA.

“**Association**” means Shelly Beach Surf Life Saving Club Incorporated.

“**Club Delegate**” means the person(s) appointed from time to time to act for and on behalf of the Club and to represent the Club at General Meetings of Surf Life Saving Central Coast

“**Executive Committee**” means the body consisting of the Executive Committee Members.

“**Club Committee**” means the body consisting of the Executive Committee Members & Club Committee Members.

“**Committee Member**” means a member of the Committee and includes any person acting in that capacity from time to time appointed in accordance with this Constitution.

“**Constitution**” means this Constitution of the Club.

“**Financial year**” means the year ending 30 April in each year.

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

“**Individual Member**” means a member of a Club and can only include junior (“*Nipper*”) members; under 18 active members; over 18 active members; reserve active members; long service members; award members; associated members; honorary members; and life members of that club which are defined in the Regulations.

“**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 registerable) relating to the club or any regatta, race, championship, competition, series or event or surf lifesaving activity of or conducted, promoted or administered by the club in Surf Life Saving Central Coast.

“**Life Member**” means an individual appointed as a Life Member of the Association under **clause.13.2**

“**Member**” means a member for the time being of the club under **Clause 13** of this Constitution.

“**Objects**” means the objects provided under **clause 3** of this Constitution.

“**President**” means the President for the time being of the club.

“**Regulations**” means any Regulations made by the Committee.

“**Seal**” means the common seal of the club and includes any official seal of the club.

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

“**Special Resolution**” means a resolution passed:

- (a) at a General Meeting of the club of which 21 days’ notice, accompanied by notice of intention to propose a resolution as a special resolution, has been given to the Members in accordance with these Rules; and
- (b) by at least three quarters of those Members who, vote in person at the meeting or by another form of visible or electronic communication approved by the club from time to time.

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

“**State Centre**” means an independent entity (including the club) recognised by SLSA as the body administering surf lifesaving in its particular State.

“**Surf Life Saving NSW**” means a State Centre recognised by SLSA as the body administering surf lifesaving in NSW.

## 9.2 Interpretation

In this Constitution:

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



### **9.3 Severance**

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

The specification of the objects of the club in and the powers set out in of this Constitution, are not in any particular order and are not to be construed so as to lead to the construction that any object or power is more important than any other object or power nor that any object or power which is specified in detail is more important than any object or power which has not been specified in detail, and no particular object or power will be limited by reference to any other and the rule of construction known as the *ejusdem generis* rule shall not apply.

### **9.4 The Act**

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

### **9.5 Sole Purpose**

The club is established solely for the objects set out in this Constitution.

## **10. CODE OF CONDUCT**

The code applies to all members of the club and will be a condition of membership when, either being a renewal or initial:

- (a) when wearing of the Club's or SLSA Ltd apparel;
- (b) when acting in a manner of responsibility for the Club to its members, family and the public;
- (c) with the use of the Club's facilities and equipment including that used and owned by Wyong Shire Council;
- (d) respect the ideals of the Surf Life Saving movement; and
- (e) uphold the goals of the Surf Life Saving as expressed through their agencies and our Club.

## **11. STATUS AND COMPLIANCE OF ASSOCIATION**

### **11.1 Recognition of Club**

Subject to compliance with this Constitution, the Surf Life Saving Central Coast Constitution, Surf Life Saving NSW Constitution, and the SLSA Constitution the Club shall continue to be recognised as a Member of Surf Life Saving NSW and Surf Life Saving Central Coast and shall administer surf lifesaving activities in the Central Coast in accordance with the objects of the Club.

### **11.2 Compliance of the Club**

The Members acknowledge and agree the club shall:

- (a) be or remain incorporated in NSW;

- (b) nominate such other persons as may be required to be appointed to Surf Life Saving Central Coast committees from time to time under this Constitution or the Surf Life Saving Central Coast Constitution or otherwise;
- (c) forward to Surf Life Saving NSW & Surf Life Saving Central Coast a copy of its constituent documents and details of its committee members;
- (d) adopt the objects of Surf Life Saving NSW (in whole or in part as are applicable to the club) and adopt clauses or rules which reflect, and which are, to the extent permitted or required by the Act, generally in conformity with the Surf Life Saving NSW Constitution & Surf Life Saving Central Coast Constitution;
- (e) apply its property and capacity solely in pursuit of the objects of the club and surf lifesaving;
- (f) do all that is reasonably necessary to enable the objects of the club to be achieved;
- (g) act in good faith and loyalty to ensure the maintenance and enhancement of surf lifesaving, its standards, quality and reputation for benefit of the Members and surf lifesaving;
- (h) at all times act on behalf of and in the interests of the Members and surf lifesaving; and
- (i) by, adopting the objects of Surf Life Saving NSW & Surf Life Saving Central Coast, abide by the Surf Life Saving NSW Constitution & Surf Life Saving Central Coast Constitution.

### 11.3 Operation of Constitution

The Club and the Members acknowledge and agree

- (a) that they are bound by this Constitution and that this Constitution, operates to create uniformity in the way in which the objects of the club and surf lifesaving are to be conducted, promoted, encouraged, advanced and administered throughout Shelly Beach;
- (b) to ensure the maintenance and enhancement of surf lifesaving, its standards, quality and reputation for the benefit of the Members and surf lifesaving;
- (c) not to do or permit to be done any act or thing which might adversely affect from the standards, quality and reputation of surf lifesaving and its maintenance and enhancement;
- (d) to promote the economic and community services success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects;
- (e) to act in the interests of surf lifesaving and the Members;
- (f) where the club considers or is advised that a Member has allegedly;
  - (g) breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations, or any resolution or determination of the club; or
    - (i) acted in a manner prejudicial to the objects and interests of the club and/or surf lifesaving;  
or
    - (ii) brought the club, any Affiliated Club or surf lifesaving into disrepute;

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

## 12. ASSOCIATION'S CONSTITUTION

### 12.1 Constitution of the Club

The constituent documents of the Club will clearly reflect the objects of, Surf Life Saving Central Coast and Surf Life Saving NSW and shall generally conform with the Surf Life Saving Central Coast Constitution & Surf Life Saving NSW Constitution, subject to any requirements in the Act, and at least to the extent of:

- (a) the objects of Surf Life Saving NSW;
- (b) the structure and membership categories of Surf Life Saving NSW;
- (c) recognising SLSA as the national peak body for surf lifesaving in Australia, in accordance with Part II of the SLSA Constitution;
- (d) recognising Surf Life Saving NSW as the peak body for surf lifesaving in NSW,
- (e) recognising Surf Life Saving Central Coast as the peak body for surf lifesaving on the Central Coast of NSW;
- (f) recognising SLSA as the final arbiter on matters pertaining to surf lifesaving in Australia, including disciplinary proceedings;
- (g) such other matters as are required to give full effect to the Surf Life Saving NSW Constitution;

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

### 12.2 Operation of the Shelly Beach Constitution

- (a) The Club will take all steps to ensure its Constitution is in conformity with the Surf Life Saving Central Coast Constitution & Surf Life Saving NSW Constitution at least to the extent set out in **clause 11.2** and in respect of those matters set out in **clause 11.2** shall ensure the Association's Constitution is amended in conformity with future amendments made to the Surf Life Saving Central Coast Constitution & Surf Life Saving NSW Constitution, subject to any prohibition or inconsistency in the Act.
- (b) The Club shall provide to Surf Life Saving Central Coast & Surf Life Saving NSW a copy of its Constitution and all amendments to these documents. The Association acknowledges and agrees that the Surf Life Saving Central Coast & Surf Life Saving NSW has power to veto any provision in its Constitution which, in Surf Life Saving's opinion, is contrary to the objects of Surf Life Saving Central Coast & Surf Life Saving NSW

### 12.3 Register

The Club shall maintain, in a form acceptable to Surf Life Saving Central Coast & Surf Life Saving NSW and with such details as are required by the Surf Life Saving Central Coast & Surf Life Saving NSW Committee, a register of all Members of the Club. The Club shall provide a copy at a time and in a form acceptable to Surf Life Saving Central Coast & Surf Life Saving NSW, of its Register and regular update of it to Surf Life Saving Central Coast & Surf Life Saving NSW.

## 13. MEMBERS

### 13.1 Classes of Members

The Members of the Club shall consist of:

- (a) Life Members, who subject to this Constitution, shall have the right to be present and to debate at General Meetings, and shall have voting rights;
- (b) Individual Members, who shall have the right to be present, to debate at Board of Management Meetings;
- (c) other classes of Members such as but not limiting to; Active, Associates, Junior, etc as required in the particular circumstances of the Club; and
- (d) Such other classes of membership as determined by the Club Committee from time to time.

### 13.2 Life Members

- (a) The Club President shall convene a Life Membership Committee to consider all nominations. the Committee shall consist of the President, two (2) Life members and two (2) Club members of high esteem. The Committee shall consider the nomination/s in conclave and by majority vote will make a decision which shall be conclusive. The President will declare only successful nominations.
- (b) A person must accept or reject the Club's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the register, and from the time of entry on the Register the person shall be a Life Member.
- (c) Members of the Club may be nominated for Life Membership who have rendered notable and outstanding service to the club in any of the following area:
  - (i) Management/ Administration, Lifesaving (patrols) or competition (State/National). The nominee must have been a member of the Club for seventeen (17) years. A membership of seventeen years shall in itself not make a member eligible.
- (d) All nominations for life membership must be presented on Shelly Beach Life Membership nomination form.

### 13.3 Members

#### Classification for Membership

Active membership shall be divided into three (3) classes, viz:

- (a) active (18 years and over) – one who is over 18 years of age on the 1<sup>st</sup> October in each season;
- (b) active (15 – 18 years) – one who is 15 years or over, yet under 18 years on 1<sup>st</sup> October in each season: and
- (c) active reserve

### 13.4 Qualifications for Membership and Duties of Members.

#### 13.4.1 Active (18 years and over & 15 – 18 years)

- (a) Candidates for Active membership must, at the time of application, comply with the age requirements of Surf Life Saving Association of Australia.
- (b) An Active member shall be a Bronze medallion holder and shall fulfil the full patrol and /or Club obligation. Patrol duties shall be fulfilled by attending the beach or elsewhere, as Designated by the captain or Board on such dates and at such hours as mat be specified in the patrol roster.

- (c) Active members shall qualify in an Annual Proficiency test each season, unless such members have obtained the Bronze medallion in that season.
- (d) At the discretion of the Board, any Active member holding the office of Captain shall be exempt from patrol duties.
- (e) All competing members shall abide by the prescribed rules/regulations by SLSA

#### **13.4.2 Cadet (13 – 15years)**

- (a) Candidates for Cadet Membership must, at the time of application, comply with the age requirements of Surf Life Saving Association of Australia.
- (b) Cadet members shall carry out such patrol duties allotted to them by the Club Captain or Board
- (c) Cadet members must hold the Surf Rescue Certificate before being able to vote on any matter not withstanding that they hold such certificate shall not vote on any matters concerning the Club's finances
- (d) All competing members shall abide by the prescribed rules/regulations by SLSA

#### **13.4.3 Active Reserve**

- (a) Active reserve membership may be granted to Active or ex – Active members, having attained the age of 28 years and who have satisfactorily completed at least 12 years of patrols and /or Club obligations from the time of gaining the Bronze medallion.
- (b) Eight (8) years membership of itself shall not entitle a member to be transferred automatically to Active Reserve membership. Upon written application a Senior Active member may be transferred to Active reserve membership by two-thirds majority of the Board present.
- (c) Active reserve members shall complete the Annual Proficiency test.
- (d) Active reserve members shall be exempt from normal patrol duties, but when present may be called upon to perform patrols or Club duties at the discretion of the Captain of the Board. Active Reserve members should perform a minimum of three (3) patrols in any one season.
- (e) Active Reserve members shall be subject to the same rules of discipline as Active members.
- (f) Active Reserve membership may be granted to Active members who, irrespective of years of service, through illness, residence in the country, or reason satisfactory to the board, are prevented from carrying out their normal patrol duties.
- (g) Active Reserve members shall be eligible to hold any office in the Club.
- (h) All competing members shall abide by the prescribed rules/regulations by SLSA

#### **13.4.4 Long Service**

- (a) Long Service membership may be granted to members who have completed 12 years Active service, or to members who have completed eight (8) years Active service plus four (4) years Active Reserve membership, from the time gaining the Bronze medallion. Upon written application, a Senior Active member or Active Reserve member may be transferred to Long Service membership by a two-thirds majority vote of the board.
- (b) Long Service members shall be exempt from all patrol duties.

- (c) Long Service members shall be eligible to hold office in the Club.
- (d) Competing long service members shall be subject to the same rules of eligibility and discipline as active members.
- (e) All competing members shall abide by the prescribed rules/regulations by SLSA

#### **13.4.5 Honorary**

Honorary membership may be limited to elected members of the local body controlling the beach on which the Club operates, visiting members of kindred clubs and such others as may, the special circumstances, be granted membership by a Board of Management meeting.

#### **13.4.6 Associate**

- (a) Associate membership may be granted to persons who may, or may not, be holders of an Association award.
- (b) Associate members shall abide by the rules and by-laws for the time being governing the Club, with the exception of such rules and by-laws as relate exclusively to other classes of membership.
- (c) Associate members shall have the power to speak at any meeting, except on matters relating directly to lifesaving activities and equipment.
- (d) Associate members shall be eligible for election to any office of the Club other than Captain, Vice-Captain, Chief Instructor, Deputy Chief Instructor, Boat Captain, Board and Ski Captain and IRB Captain.
- (e) All applications for Associate membership, unless in exceptional circumstances as considered by the Executive, shall have attained the age of 28 years.
- (f) Associate members shall not be eligible to compete in any competition unless they hold the Surf Bronze Medallion.

#### **13.4.8 Award**

- (a) Award membership, upon written application, may be granted to persons who are the holders of an association award in one of the following designations:
  - (i) Radio awards;
  - (ii) Resuscitation Certificate;
  - (iii) Advance Resuscitation Certificate; and
  - (iv) Senior First Aid Certificate.
- (b) Award members shall complete an Annual Proficiency test in the awards held.
- (c) Award members may be called upon to perform patrol and/or other Club obligations within the ability of their qualifications.
- (d) Award members shall have the right to speak at any meeting, on general Club matters or matters relating directly to awards held by such members.

- (e) Award members shall be eligible for election to any office of the Club other than Director of Lifesaving, Vice Director of Lifesaving, Boat captain, Board and Ski captain and IRB Captain, Assistant IRB Captain.
- (f) All applications for award membership, unless in exceptional circumstances, shall have attained the age of 18 years.
- (g) All competing members shall abide by the prescribed rules/regulations by SLSA

#### **13.4.9 Probationary**

- (a) All candidates for Active and cadet membership shall be styled Probationary members until such time as they pass the necessary qualifying examinations.
- (b) Probationary members shall not be entitled to vote at any meeting.
- (c) Probationary members shall be entitled to compete in Club events, but shall not be entitled to hold any Club championship.

### **14. SUBSCRIPTIONS AND FEES**

- (a) The annual membership subscription (if any) and fees payable by Members to the Club, the time for and manner of payment shall be as determined by the Club at an Executive Meeting.
- (b) All members must be financial to be eligible to vote at Shelly Beach SLSC meetings.
- (c) Membership fees payable by members shall be such as may be prescribed from time to time by the Executive Committee.
- (d) Annual subscriptions for the ensuing year shall be due and payable on or before the designated Registration Day each year, and no member shall be entitled to hold office, or be entitled to or permitted to vote or be heard on matters, unless he shall have paid such annual subscription.
- (e) Any member who fails to renew his membership within one month after the date of the Registration Day shall not be entitled to use the Club's facilities or premises, or to enjoy any privileges of the Club as long as his subscription shall remain in arrears.
- (f) No person financially indebted to any other club affiliated with any branch of the Surf Life Saving Association of Australia shall knowingly be admitted membership.

### **15. APPLICATION**

#### **15.1 Application for Membership**

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

- (a) in writing on the form presented from time to time by the Executive Committee, from the applicant or its nominated representative and lodged with the Club; and
- (b) accompanied by the appropriate fee, if any.

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

- (a) The Club may accept or reject an application whether the applicant has complied with the requirements in **clause 15** or not and shall not be required or compelled to provide any reason for such acceptance or rejection.

- (b) Where the Club accepts an application the applicant shall, subject to notification to Surf Life Saving Central Coast & Surf Life Saving NSW, become a Member.
- (c) Membership of the Club shall be deemed to commence upon acceptance of the application by the Club. The Registrar shall amend the Register accordingly as soon as practicable.
- (d) If the Club rejects an application, it shall refund any fees forwarded with the application, and the application shall be deemed rejected by the Club.

### **15.3 Re-Application**

- (a) Members must re-apply each year for membership of the Club in accordance with the procedures set down by the Club in Regulations from time to time.
- (b) Upon re-application a Member must provide details of any change in his or her relevant personal details, and any other information reasonably required by the Club.

### **15.4 Deemed Membership**

- (a) All individuals which or who are, prior to the approval of this Constitution, members of Shelly Beach Surf Life Saving shall be deemed Members, and thus Members of the Club from the time of approval of this Constitution under the Act.
- (b) The Members shall provide the Club with such details as are required by the Club under this Constitution within one month of the approval of this Constitution under the Act.
- (c) Any members of the Club prior to approval of this Constitution under the Act, who are deemed Members under **Clause 15.4** shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

## **16. REGISTER OF MEMBERS**

### **16.1 Registrar to Keep Register**

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

- (a) the full name, date of birth, address, email address if any, class of membership and date of entry of the name of each Member; and
- (b) the full name, address and date of entry of the name of each Club Committee Member and Club Delegate.

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

### **16.2 Inspection of Register**

Having regard to confidentiality considerations and privacy laws, an extract of the Register, excluding the address or other direct contact details of any Member, Club Committee Member or Club Delegate, shall be available for inspection (but not copying) by Members, upon reasonable request.

### **16.3 Use of Register**

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



#### 16.4 Right of Surf Life Saving NSW to Register

The Club when required shall provide a copy of the Register at a time and in a form acceptable to Surf Life Saving NSW and shall provide regular updates of the Register to Surf Life Saving NSW. The Club agrees that Surf Life Saving NSW may utilise the information contained in the Register and the Register itself to further the objects of Surf Life Saving NSW, subject always to reasonable confidentiality considerations and privacy laws.

### 17. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) this Constitution constitute a contract between each of them and the Club and that they are bound by this Constitution and Regulations, the Surf Life Saving Central Coast Constitution & Surf Life Saving NSW Constitution and Regulations and the SLSA Constitution and Regulation;
- (b) they shall comply with and observe this Constitution and the Regulations, and any determination, resolution or policy which may be made or passed by the Committee or any other entity with delegated authority;
- (c) by submitting to this Constitution and the Regulations they are subject to the jurisdiction of the Club, Surf Life Saving Central Coast & Surf Life Saving NSW and SLSA;
- (d) the Constitution and Regulations are necessary and reasonable for promoting the objects of the Club and particularly the advancement and protection of surf lifesaving as a community service in Shelly Beach; and
- (e) they are entitled to all benefits, advantages, privileges and services of Club membership.

### 18. DISCONTINUANCE OF MEMBERSHIP

#### 18.1 Notice of Resignation

A Member having paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving notice in writing to the Club and Surf Life Saving NSW and SLSA of resignation or withdrawal.

#### 18.2 Discontinuance by Breach

- (a) Membership of the Club may be discontinued by the Executive Committee upon breach of any clause of this Constitution, including but not limited to the failure to pay any monies owed to the Club, failure to comply with the Regulations or any resolutions or determinations made or passed by the Committee or any duly authorised committee or board.
- (b) Membership shall not be discontinued by the Executive Committee under **clause 18.2** without the Executive Committee first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the Executive Committee's view to adequately explain to remedy the breach, that Member's membership shall be discontinued under **clause 18.2** by the Club giving written notice of the discontinuance.

#### 18.3 Failure to Re-Apply

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

policy from time to time. The Register shall be amended to reflect any lapse of membership under this **clause 18.3** as soon as practicable.

#### **18.4 Member to Re-Apply**

A Member whose membership has been discontinued or has lapsed under **clause 18.3**

- (a) must seek renewal or re-apply for membership in accordance with this Constitution; and
- (b) may be re-admitted at the discretion of the Executive Committee.

#### **18.5 Forfeiture of Rights**

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

#### **18.6 Membership may be Reinstated**

Membership which has been discontinued under this clause 18 may be reinstated at the discretion of the Executive Committee, with such conditions as it deems appropriate.

#### **18.7 Refund of Membership Fees**

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

### **19. DISCIPLINE**

#### **19.1. Disciplinary Committee**

- (a) Where the Committee is advised or considers that a Member has allegedly:
  - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations, the Surf Life Saving Central Coast & Surf Life Saving NSW Constitution, Regulations, SLSA Constitution or Regulations or any resolution or determination of the Committee, the Surf Life Saving NSW Council or any duly authorised sub-committee; or
  - (ii) acted in a manner unbecoming of a Member, or prejudicial to the objects and interests of the Club, Surf Life Saving Central Coast & Surf Life Saving NSW, SLSA and/or surf lifesaving; or
  - (iii) brought the Association, SLSA, Surf Life Saving Central Coast & Surf Life Saving NSW any other Affiliated Club or surf lifesaving into disrepute; or
  - (iv) the Committee may commence or cause to be commenced, disciplinary proceedings against that Member, and that Member, will be subject to, and submits unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Club, Surf Life Saving Central Coast, Surf Life Saving NSW and SLSA as set out in the Regulations.
- (b) The Committee may appoint a Judiciary Committee to deal with any disciplinary matter referred to it. Such a Judiciary Committee shall operate under the principles and in accordance with the
- (c) procedures expressed in the Regulations.

## **PART V - GENERAL MEETINGS**

### **20. ANNUAL GENERAL MEETING**

- (a) An Annual General Meeting of the Club shall be held in accordance with the provisions of the Act and on a date and at a venue to be determined by the Committee. If no Annual General Meeting is prescribed by the Act, the Club shall hold an Annual General Meeting in accordance with this Constitution, and in order to comply with any requirements of Surf Life Saving Central Coast & Surf Life Saving NSW and the Act.
- (b) All General Meetings other than the Annual General Meeting shall be General Meetings and shall be held in accordance with this Constitution.
- (d) Nominations for office Bearers:
  - (i) must be received by the Secretary 7 days prior and signed by 2 members with the consent of the candidate;
  - (ii) if the number of nominations received equals the number of vacancies, the persons nominated are taken to be elected;
  - (iii) if a position is not filled, nominations are to be taken at the Annual General Meeting;
  - (iv) if the number of nominations received exceeds the number of vacancies, a ballot is to be held; and
  - (v) the ballot of office bearers is to be conducted it shall be conducted in a manner as the committee may direct.

#### **20.1 Notice of Annual General Meetings**

- (a) Notice of an Annual General Meeting shall be given to every Member entitled to receive notice, at the address appearing in the Register kept by the Club. The auditor (if any) and Committee Members shall also be entitled to notice of every Annual General Meeting, which shall be sent to their last nominated address. No other person shall be entitled as of right to receive notices of Annual General Meetings.
- (b) A notice of an Annual General Meeting shall specify the place and day and hour of meeting and shall state the business to be transacted at the meeting.
- (c) At least 21 days' notice of an Annual General Meeting shall be given to those Members entitled to receive notice, together with:
  - (d) the agenda for the meeting;
  - (e) any notice of motion received from Members; and
  - (f) Nomination for office bearer forms

### **21. NOTICE OF BOARD OF MANAGEMENT MEETING**

#### **21.1 Notice of Board of Management Meetings**

- (a) Notice of every Board of Management Meeting shall be given to every Member entitled to receive notice, at the address appearing in the Register kept by the Club. The auditor (if any) and Committee Members shall also be entitled to notice of every Board of Management Meeting,

which shall be sent to their last notified address. No other person shall be entitled as of right to receive notices of Board of Management Meetings.

- (b) A notice of a Board of Management Meeting shall specify the place and day and hour of meeting and shall state the business to be transacted at the meeting.
- (c) At least 21 days' notice of a Board of Management Meeting shall be given to those Members entitled to receive notice, together with:
  - (i) the agenda for the meeting;
  - (ii) any notice of motion received from Members; and
  - (iii) nomination of Office Bearer forms.

## **22. BUSINESS**

### **22.1 Business of Annual General Meetings**

- (a) The business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Executive Committee and auditors, the election of Club Committee Members under this Constitution and the appointment and fixing of the remuneration of the auditors & consideration of Life Membership, active reserve membership.
- (b) All business that is transacted at a General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of those matters set down in **clause 24.2** shall be special business.

### **22.2 Business Transacted**

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

## **23. NOTICES OF MOTION**

### **23.1 Notices of policy changes Motion to be Submitted**

Members shall be entitled to submit notices of motion for inclusion as special business at an Annual General Meeting. All notices of motion must be submitted in writing to the Secretary not less than 42 days (excluding receiving date and meeting date) prior to the Annual General Meeting.

### **23.2 Unsuccessful Notice of Motion**

A motion of which due notice has been given, if unsuccessful, cannot be resubmitted, nor may any other motion having a similar effect be moved at a subsequent General Meeting for a period of twelve (12) months.

## **24. SPECIAL GENERAL MEETINGS**

### **24.1 Special General Meetings May be Held**

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

## 24.2 Requisition of Special General Meetings

- (a) The Secretary shall on the requisition in writing of 10 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 Club and may consist of several documents in a like form, each signed by one or more of the Members making the requisitions.
- (c) If the Secretary does not cause a Special General Meeting to be held within one month after the date on which the requisition is sent to the Club, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than three months after that date.
- (e) 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 Committee.

## 25. PROCEEDINGS AT BOARD OF MANAGMENT MEETINGS

### 25.1 Quorum

No business shall be transacted at any Board of Management Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for Board of Management Meetings of the Club shall be 4 Members of the Executive or 5 members of the Board of Management represented personally.

### 25.2 President to Preside

The President shall, subject to this Constitution, preside as Chairman at every Board of Management Meeting of the Club except:

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

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

### 25.3 Adjournment of Meeting

- (a) If within half an hour from the time appointed for the meeting, a quorum is not present the meeting shall be adjourned until the same day in the next week at the same time and place or to such other day and at such other time and place as the Chairman may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.
- (b) The Chairman may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in **clause 25.3** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

## **25.4 Voting Procedure**

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

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

## **25.5 Recording of Determinations**

Unless a poll is demanded under clause 25.4, a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Association shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

## **25.6 Where Poll Demanded**

If a poll is duly demanded under clause 25.4 it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairman directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

## **26. VOTING AT BOARD OF MANAGEMENT MEETINGS**

### **26.1 Members entitled to Vote**

Each Committee Member entitled to vote as set out in clause 21.1 shall have one vote at Board of Management Meetings which, subject to this Constitution, shall be exercised by him/her. The Board of Management Members shall have the right to attend and debate, & vote, at General Meetings.

### **26.2 President May Exercise Casting Votes**

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

## **27. PROXY VOTING**

### **27.1 Proxy Voting Not Permitted**

Proxy voting shall not be permitted at all meetings

## **PART VI - THE COMMITTEE**

### **28. EXISTING CLUB COMMITTEE MEMBERS**

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

### **29. POWERS OF THE BOARD OF MANAGEMENT COMMITTEE**

Subject to the Act and this Constitution, the business of the Club shall be managed, and the powers of the Club shall be exercised, by the Club Committee. In particular, the Executive Committee as the authority for surf lifesaving at Shelly Beach shall be responsible for acting on local issues in accordance with the

objects and shall operate for the benefit of the Members and the community throughout Shelly Beach and shall govern surf lifesaving at Shelly Beach in accordance with the objects of the Association, subject always to compliance with the Surf Life Saving Central Coast & Surf Life Saving NSW Constitutions, regulations, policies and directives.

### **30. COMPOSITION OF THE CLUB COMMITTEE**

#### **Composition of the Committees**

#### **30.1 Honorary Officers**

The club may elect the following honorary officers who shall have no voting rights and need not be a member of the Club:

- (a) Patrons;
- (b) Solicitor;
- (c) Medical Officer/s; and
- (d) Auditor/s.

These officers have the right to attend Annual or Special General Meetings and to speak or express opinions on business thereat.

#### **30.2 The Executive Committee**

The Executive Committee shall comprise:

- (a) the President;
- (b) the Director of Administration (Secretary);
- (c) the Director of Finance (Treasurer);
- (d) the Director of Life Saving (Club Captain); and
- (e) the Director of Youth Development (Junior Chairperson).
- (f) Deputy President

#### **30.3 The Board of Management**

The Board of Management shall comprise:

- (a) The Executive Committee as per Clause 30.2;
- (b) the Director of Life Saving Education (Chief Training Officer); and
- (c) the Director of Surf Sports.

#### **30.4 The Board of Youth Development**

The Board of Youth Development shall comprise:

- (a) Vice Director of Youth Development;

- (b) Water Captain;
- (c) Beach Captain;
- (d) Age Managers (two per age group); and
- (e) Rookie Co-coordinator.

### **30.5 Club Committee Members**

Club Committee Members shall comprise, but not limiting too;

- (a) the Vice Director of Life Saving (Vice Club Captain);
- (b) Assistant Secretary;
- (c) Assistant Treasurer;
- (d) Assistant Training Officer/s;
- (e) the Vice Director of Youth Development;
- (f) Members Representative;
- (g) Junior Captain;
- (h) Registrar;
- (i) OH&S Officer;
- (j) Mobile Services Officer;
- (k) Competition Committee (3);
- (l) Publicity Officer;
- (m) Purchasing Officer;
- (n) Historian;
- (o) First Aid Officer;
- (p) Licencee;
- (q) Bar Manager;
- (r) Boat Captain;
- (s) Assistant Boat Captain;
- (t) IRB Captain;
- (u) Assistant IRB Captain;
- (v) Board & Ski Captain;
- (w) Assistant Board & Ski Captain;



- (x) Gear & Equipment Officer; and
- (y) Social Secretary.

who must all be Individual Members and who shall be elected under clause 31.

### **30.6 Portfolios**

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

### **30.7 Right to Co-Opt**

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

## **31. ELECTION OF CLUB COMMITTEE MEMBERS**

### **31.1 Nominations of Executive Candidates**

- (a) Nominations shall be called for by the Secretary 21 days prior to the Annual General Meeting. When calling for nominations the Secretary shall also provide details of the necessary qualifications and job descriptions for the positions. Qualifications and job descriptions shall be as determined by the Committee from time to time.
- (b) Nominations of candidates for election as the Executive Committee Members (including the President) shall be:
  - (i) made in writing on the nomination form, signed by two Financial Members and accompanied by the written consent of the nominee (which may be endorsed on the form of nomination);
  - (ii) delivered to the Secretary of the Club not less than 7 days before the date fixed for the holding of the Annual General Meeting, and the Club shall send the nominations to the Members entitled to receive notice under this Constitution together with the agenda for that General Meeting; and
  - (c) nominations for Club committee will be made in writing, signed by two Financial Members and accompanied by the written consent of the nominee (which may be endorsed Club not less than 7 days before the date fixed for the holding of the Annual General Meeting, and the Association may send the nominations to the Members entitled to receive notice under this Constitution together with the agenda for that General Meeting.
- (e) If insufficient nominations are received to fill all available vacancies on the Committee:
  - (i) the candidates nominated shall, subject to declaration by the Chairman, be deemed elected; and
  - (ii) further nominations may in the Chairman's discretion be received at the Annual General Meeting.
- (f) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated shall be deemed to be elected.

- (g) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order, for each vacancy on the Club Committee.

### **31.2 Voting procedures**

The elections may be by preferential ballot and may be by secret ballot on papers prepared by the Secretary.

### **31.3 Term of Office of Club Committee Members**

The Committee Members shall be elected in accordance with this Constitution annually, and subject to this Constitution, shall hold office from the conclusion of the Annual General Meeting at which they were elected until the position are declared to be vacant at the next following Annual General Meeting.

## **VACANCIES OF COMMITTEE MEMBERS**

### **32.1 Grounds for Termination of Office of a Club Committee Member**

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

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (d) resigns his office in writing to the Club;
- (e) is absent without the consent of the Club Committee from meetings of the Club Committee held during a period of 3 months;
- (f) without the prior consent or later ratification of the Members in General Meeting holds any office of profit under the Club;
- (g) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of his interest;
- (h) is removed by Special Resolution;
- (i) has been expelled or suspended from membership (without further recourse under these Rules or the Surf Life Saving Central Coast & Surf Life Saving NSW Rules); or
- (j) would otherwise be prohibited from being a director of a corporation under the Corporations Act.

### **32.2 Remaining Club Committee Members May Act**

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

### **32.3 Casual Vacancy**

In the event of a casual vacancy in the office of any Club Committee Member, the Executive Committee may appoint a Member to the vacant office and the person so appointed may continue in office up until such position has been declared vacant at the Annual General Meeting at which the term of the previous appointee would have expired.

## **32. MEETINGS OF THE COMMITTEE**

### **33.1 Executive Committee to Meet**

The Executive Committee shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and shall be at least as often as is required under the Act) and subject to this Constitution may adjourn and otherwise regulate its meetings as it thinks fit. Four Executive Committee Members may at any time convene a meeting of the Club Committee within reasonable time.

### **33.2 Decisions of Executive Committee**

Subject to this Constitution, questions arising at any meeting of the Executive Committee shall be decided by a majority of votes and a determination of a majority of Executive Committee Member shall for all objects be deemed a determination of the Executive Committee. All Executive Committee Members (except the Chairman) shall have one vote on any question. The Chairman shall have a casting vote where voting is equal but shall have no deliberative vote.

### **33.3 Quorum**

At meetings of the Executive Committee the number of Executive Committee Members whose presence is required to constitute a quorum for the Executive Committee is four members and for the Board of Management committee are four executive and one Board of Management members.

### **33.4 Notice of Board of Management Meetings**

Unless all Board of Management Members agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence not less than 7 days written notice of the meeting of the Board of Management Committee shall be given to each Board of Management Member. The agenda shall be forwarded to each Board of Management Member not less than four days prior to such meeting.

### **33.5 Conflict of Interest**

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

### **33. SECRETARY**

#### **34.1 Secretary to Act as Public Officer**

The Secretary shall act as and carry out the duties of Secretary and Public Officer of the Association and shall administer and manage the Association in accordance with this Constitution.

#### **34.2 Specific Duties**

The Secretary shall:

- (a) as far as practicable attend all Executive Committee meetings and all General Club Meetings of the Association;
- (b) prepare the agenda for all Executive Committee and General Club Meetings of the Association;
- (c) record and prepare minutes of the proceedings of all meetings of the Executive Committee and the Club, and shall use its best endeavors to distribute those minutes to Members promptly from the date of the meeting;
- (d) regularly report on the activities of, and issues relating to, the Club; and
- (e) Further duties are listed in Job descriptions (page 39).

## **PART VII – MISCELLANEOUS**

### **34. DELEGATIONS**

#### **35.1 Executive Committee may Delegate Functions**

The Executive Committee may by instrument in writing create or establish or appoint from amongst its own members, or otherwise, special committees, sub-committees, boards, individual officers and consultants to carry out such duties and functions, and with such powers, as the Executive Committee determines.

#### **35.2 Delegation by Instrument**

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

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

#### **35.3 Delegated Function Exercised in Accordance with Terms**

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

#### **35.4 Procedure of Delegated Entity**

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Club Committee under **clause 34.2** above. The entity exercising delegated powers shall make decisions in accordance with

the objects and objects of the Club and shall promptly provide the Club with details of all information decisions and shall provide any other reports, minutes and information as the Club may require from time to time.

### **35.5 Delegation may be Conditional**

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

### **35.6 Revocation of Delegation**

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

### **35.7 Shelly Beach Board of Youth Development**

The Board of Youth Development Committee hereinafter referred to as Shelly Beach BOYD

Shall be comprised of current members of Shelly Beach SLSC who shall be recommended to Shelly Beach SLSC. Annually for endorsement provided that the Club on the recommendations of the BOYD may approve additional personnel or approve necessary change.

35.7.1 The BOYD shall be subject to the following terms of reference

- A Be responsible for the conduct and co-ordination of all matters relating to junior activities.
- B Provide BOYD members with an educational and teaching experience in a wide range of subjects and skills within the aquatic/marine environment.
- C Prepare BOYD members for their eventual transition to the marine and patrol involvement of the association.

35.7.2 The BOYD shall, through its representatives, present a report of its activities and intentions following each BOYD meeting to the Board of Management meeting.

35.7.3 The BOYD shall be allowed to form a sub-committee.

35.7.4 The BOYD should produce a report which may be included in the Club's Annual Report

## **35. REGULATIONS**

### **36.1 Club Committee to Formulate Regulations & Policies**

The Executive Committee may formulate issue, adopt, interpret and amend such Regulations & Policies for the property advancement, management and administration of the Club, the advancement of the objects of the Club and Surf Life Saving on Shelly Beach as it thinks necessary or desirable. 6Such Regulations must be consistent with the Constitution of the Association, the Surf Life Saving Central Coast Constitution, NSW Constitution, SLSA Constitution any Regulations made by Surf Life Saving Central Coast, Surf Life Saving NSW or SLSA and any policy directives of the Committee.

### **36.2 Regulations & Policies Binding**

All Regulations & Policies made under this clause shall be binding on the Club and Members of the Club.

### **36.3 Regulations Deemed Applicable**

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

### **36.4 Bulletin Binding on Members**

Amendments, alterations, interpretations or other changes to regulations shall be advised to Members of the Club by means of Bulletins approved by the Executive Committee and prepared and issued by the Secretary.

## **36. RECORDS AND ACCOUNTS**

### **37.1 Secretary to Keep Records**

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

### **37.2 Records Kept in Accordance with Act**

Proper accounting and other records shall be kept in accordance with the Act. The books of account shall be kept in the care and control of the Secretary.

### **37.3 Club to Retain Records**

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

### **37.4 Executive Committee to Submit Accounts**

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

### **37.5 Accounts Conclusive**

The Statements of Account when approved or adopted by an Annual General Meeting shall be conclusive except as regards any error discovered in them within 3 months after such approval or adoption.

### **37.6 Annual Report to be Sent to Members**

The Secretary may cause to be sent to all persons entitled to receive notice of Annual General Meetings of the Club in accordance with this Constitution, a copy of the Annual Report and every other document required under the Act (if any).

### **37.7 Negotiable Instruments**

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

**37. AUDITOR**

- (a) A properly qualified auditor or auditors shall be appointed by the Club in General Meeting, and the remuneration of such auditor or auditors fixed. 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 Club in General Meeting.
- (b) The accounts of the Club shall be examined, and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each Financial Year.

**38. NOTICE****39.1 Manner of Notice**

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

**39.2 Notice of General Meeting**

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

**39. SEAL****40.1 Safe Custody of Seal**

The Secretary shall provide for safe custody of the Seal.

**40.2 Affixing Seal**

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

**40. ALTERATION OF CONSTITUTION**

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

- (b) No alteration can be made to any of this constitution except at an Annual General Meeting or a Special General Meeting, of which seven 7 days' notice in writing has been given to the members of the date fixed for such meeting, and proposed alteration clearly set out therein.
- (c) The Executive Committee shall have power to make resolutions from time to time for the proper conduct of the Club's activities. The regulations shall be called By-Laws, and shall take effect immediately, and will be displayed on the Club notice board for one calendar month.
- (d) In addition, there shall be no alteration or amendment to clauses 4 or 44 without the consent of the relevant Minister or other authorised person under the Act.
- (e) 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.

#### **41.1 Alteration to By-Laws**

- (a) No alteration can be made to any By-Laws except at a Special General Meeting unless the alteration is in writing and has been read and discussed at an Executive Committee meeting or Special General Meeting immediately prior.
- (b) Such alterations must be passed by two-thirds majority of those present and entitled to vote at the meeting at which the change is made.

### **41. INDEMNITY**

#### **42.1 Club Committee Members to be Indemnified**

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

#### **42.2 Club to Indemnify Club Committee Members**

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

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



**42. DISSOLUTION**

Subject to **clauses 7 and 8**, the Club may be wound up in accordance with the provisions of the Act.

**43. AUTHORITY TO TRADE**

The Club is authorised to trade in accordance with the Act.

**44. GRIEVANCE PROCEDURES**

Where a Member of the Club has a grievance with another Member or with the Club (but not being any of the grounds set out in clause 17) and that Member considers the grievance warrants investigation and action by the Club that Member shall follow the following procedure.

**45.1 Grievances Officer**

The Member shall contact, either by telephone or in writing, the Club's Grievances Officer, appointed by the Committee (but not a member of the Committee), and advise they have a grievance which they wish to discuss. The identity of the nominated Grievances Officer will be communicated to all Members of the Club by written notice. Where a grievance is to be submitted in writing it should be addressed clearly to the Grievances Officer and marked "Private & Confidential".

**45.2 Action by Grievances Officer**

- (a) Where a grievance has been received by the Grievances Officer she or he shall, as soon as practicable, meet with, or discuss the grievance with the aggrieved Member. The Grievances Officer may take whatever steps and conduct whatever investigations necessary to determine whether the grievance is legitimate.
- (b) Where the Grievances Officer determines the grievance is legitimate, she or he shall take all reasonable steps to resolve the grievance.
- (c) Where the Grievances Officer determines the grievance is not legitimate, she or he shall advise the aggrieved Member accordingly. If the aggrieved Member is not satisfied with the Grievances Officer's determination, they may take whatever further action they consider necessary or appropriate.
- (d) Where the Grievances Officer is unable to resolve a grievance or considers the grievance of a very serious nature, they shall report the grievance to the Secretary and/or the Committee for action.
- (e) All grievances received by the Grievances Officer, and all information surrounding the circumstances of a grievance which is discovered by the Grievances Officer on investigation shall be confidential and may be communicated only to the Secretary and/or the Committee.

**45. TRUSTEES**

- 46.1 The persons for the time being occupying the positions of President, Secretary and Treasurer shall be trustees of the Club.
- 46.2 The property of the Club shall be vested in the Trustees, but no member shall have any transmissible or assignable therein.

- 46.3 The Trustees shall be entitled on the authority of the Club or the Board to require delivery to them of property of the club or access to production of such property for perusal or checking.
- 46.4 No Trustee shall directly or indirectly receive any commission or remuneration on any loan or other transaction entered into by the Trustees.
- 46.5 The Trustee shall deal with the funds and property vested in them as the Club may from time to time direct, and an entry in the minutes of the Club shall be deemed evidence of such direction.
- 46.6 The Trustees shall execute any documents for and on behalf of the Club in accordance with the direction of the Club or Executive Committee.
- 46.7 On ceasing to hold office, a Trustee shall hand over to his successor all funds and properties of the Club in his possession and sign any necessary documents for that purpose.

**Appendix 1 – SLSA Membership Declaration Form / SLSA Membership Application Form**

*This may be subject to change from time to time only by SLSA*

**APPLICATION FOR MEMBERSHIP  
SLSA MEMBERSHIP APPLICATION AND DECLARATION**

I [insert name] ..... of [insert address].....

hereby apply for membership of SLSA. In so applying and in consideration of my application for membership being accepted I **acknowledge and agree** that:

1. **“SLSA”** for the purposes of this declaration means & includes Surf Life Saving Australia Limited, its subsidiaries, its members (including State Centers & Clubs), Branches & their respective directors, officers, members, servants or agents.
2. **If accepted I will be a member** of [Insert Club]..... SLSC, [insert branch if relevant]....., [insert State]..... State Centre & SLSA.
3. **This document cannot be amended.** If I do amend it my application will be null & void. It cannot be accepted by SLSA.
4. **Insurance** is in place that provides limited cover to me whilst I am performing or participating in any authorised or recognised SLSA activity (**“SLSA Activity”**). *(For insurance details contact your SLSC.)* I can, in my own interests, seek & obtain personal insurances over and above the cover provided by SLSA.
5. **The SLSA Constitution** is a contract between me & SLSA. I will be bound by it & any regulations made under it. It is necessary & reasonable for promoting SLSA & surf lifesaving as a community service.
6. **Warning:** Surf lifesaving can be inherently dangerous. Serious accidents can & often do happen which may result in me being injured or even killed. I have voluntarily read & understood this Warning & accept & assume the inherent risks in surf lifesaving.
7. **Exclusion of Liability:** Except where provided or required by law & such cannot be excluded, I agree that it is a term of my membership (if accepted) that SLSA is absolved from all liability however arising from injury or damage however caused (whether fatal or otherwise) arising out of my membership &/or participation in any SLSA Activity.
8. **Release & Indemnity:** In consideration of SLSA accepting my application for membership I:
  - (a) release & forever discharge SLSA from all Claims that I may have or may have had but for this release arising from or in connection with my membership &/or participation in any SLSA Activity; and
  - (b) indemnify & hold harmless SLSA to the extent permitted by law in respect of any Claim by any person including but not only another Member of SLSA arising as a result of or in connection with my membership &/or participation in any SLSA Activity.

In this **clause 8 “Claims”** means & includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising but does not include a claim in respect of any action, suit, etc made by any make a claim under a relevant SLSA insurance policy or under the SLSA Constitution or any Regulations.
9. **Fitness to Participate:** I declare that I am & must continue to be medically and physically fit & able to participate in any SLSA Activity. I am not & must not be a danger to myself or to the health & safety of others. I will immediately notify SLSA in writing through my Club of any change to my fitness & ability to participate. I understand & accept that SLSA will continue to rely upon this declaration as evidence of my fitness & ability to participate.
10. **I have provided the information required overleaf and signed both sides of this form.** I warrant that all information provided is true and correct.
11. SLSA has a **Privacy** policy and that the information that I have provided over leaf is necessary for the Objects of SLSA. I acknowledge and agree that the information will be disclosed to my Club and State Centre and will only be used for the Objects of SLSA and to provide me with membership services. I understand that I will be able to access my information through my Club. If the information is not provided my membership application may be rejected.
12. yrs. to the above declaration including the warning, exclusion of liability, release & indemnity. I acknowledge that if my application for membership is successful, I will be entitled to all benefits, advantages, privileges & services of SLSA membership.

Signed:..... Date: .....

Name: .....

Where the applicant is under 18 years of age this form must also be signed by the applicant's parent or legal guardian.

I,..... am **the parent or guardian of the applicant**. I expressly agree to be responsible for the applicant's behavior and agree to personally accept the conditions set out in this membership application and declaration including the provision by me of a release and indemnity in the terms set out above.

Parent's signature: ..... Date: .....

(where applicant under 18 years)

Name: .....

*This may be subject to change from time to time only by SLSA*

**APPLICATION FOR MEMBERSHIP FOR 20..... / 20 ..... SEASON**

*WHITE COPY: to State Centre/Branch. YELLOW COPY: to Club. PINK COPY: to Applicant*

1. **CLUB NAME:** .....SLSC

2. **PERSONAL DETAILS**

I hereby apply for membership of SLSA. I have read, understood, acknowledge and agree to the declaration and application over leaf. I have signed that declaration and application.

3. **INITIAL MEMBERSHIP TRANSFERRING RENEWING**

From: ..... SLSC

SURNAME: ..... GIVEN NAME: ..... SECOND INITIAL: ..... TITLE: ..... (Mr., Mrs., Ms etc)

ADDRESS: .....POSTCODE: .....

PHONE WORK: .....HOME: ..... MOBILE: .....

FAX: .....EMAIL: .....

MALE/FEMALE DATE OF BIRTH ..... / ...../ ..... OCCUPATION: .....

- |                                     |                                  |
|-------------------------------------|----------------------------------|
| ACTIVE (18 years and over)          | ASSOCIATE                        |
| JUNIOR ACTIVITY MEMBER (7-13 years) | AWARD MEMBER LIFE MEMBER         |
| CADET MEMBER (13-15 years)          | RESERVE ACTIVE GENERAL (SA only) |
| ACTIVE (15-18 years)                | LONG SERVICE                     |
| HONORARY                            |                                  |

4. **OTHER SURF LIFE SAVING CLUB MEMBERSHIPS (Please attach list if more than two)**

SLSC: .....

SLSC: .....

5. **MEDICAL DETAILS**

If you suffer or you have suffered from any disease or any physical or mental disability (e.g., epilepsy, diabetes or any permanent disability to a limb, eye or ear) likely to affect your efficiency as a Club member, it may affect your safety and the safety of the public. You should consult your medical practitioner and SLSA prior to commencing any surf lifesaving activity. You should take part in the Hepatitis B vaccination program.

HAVE YOU READ THIS SECTION? YES/NO

6. **EMERGENCY CONTACT**

SURNAME: ..... GIVEN NAME: .....

ADDRESS: .....POSTCODE: .....

PHONE WORK: .....HOME: ..... MOBILE: .....

FAX: ..... RELATIONSHIP: .....

**7. DECLARATION**

I have read, understood, acknowledge and agree to the declaration and application and conditions of membership over leaf.

I have signed that declaration and application. I warrant that all information provided is true and correct.

SIGNATURE: ..... DATE: .....

**8. PARENT/LEGAL GUARDIAN CONSENT (IN RESPECT TO AN APPLICANT UNDER THE AGE OF 18 YEARS)**

I have read, understood, acknowledge and agree to the declaration and application and conditions of membership over leaf and I personally consent to the declaration and application for Membership of the applicant.

SURNAME: ..... GIVEN NAME: .....

SIGNATURE: ..... DATE: .....

**9. OFFICE USE ONLY**

Date Application received ..... / ..... / ..... Amount paid: \$ .....

Receipt No.: .....

Accepted / Rejected by Club Management – Date ..... / ..... / .....

Signature of Club Officer: .....

Membership Category allocated: .....

Capitation/Membership No.: .....

Form 76 -02

*This may be subject to change from time to time only by SLSA*

## **MEMBERSHIP FORM DECLARATION**

SLSNSW is aware that some Clubs have received SLSA Membership Forms returned from their members containing amendments to particular clauses of the Declaration contained in the Membership Form.

As previously advised to Clubs, Membership Forms which have been amended in any way cannot be accepted by SLSNSW and as such Clubs need to be vigilant of such situations and ensure that they advise members who return forms containing amendments that their membership will not be accepted.

The following comments are provided to assist Clubs and individual members better understand the objectives of the Membership Form.

### **Insurance**

SLSNSW carries a range of insurance policies to cover individual members, Branches, Clubs and the State Centre as a means of protecting members at all levels of the surf lifesaving movement. These policies include Public Liability, Workcover and Personal Accident insurance. Importantly, only persons who have signed the SLSA Membership Form (without making amendments) will be covered under these various forms of insurance.

SLSNSW has been advised by our insurance broker that our Public Liability insurance will cover individual members for any action which may be brought against them by a member of the public provided they are acting within the scope of their duties as a surf lifesaver.

### **Release & Exclusion of liability**

These clauses do not prevent an individual member from suing SLSA, State Centers, Branches or affiliated clubs, however they might be relied upon by such organisations in any defense to an action brought against them by a member. The Release and Exclusion of Liability clauses are based upon the presumption that surf lifesaving activities can be inherently dangerous or risky and that SLSA, State Centers, Branches and Clubs should not be held responsible if a member suffers injury or loss as a result of participating in lifesaving activities.

Importantly, these clauses do not prohibit a member from seeking compensation under a SLSA insurance policy if they are injured. This fact is expressly stated in the new SLSA Membership Form.

### **Indemnity**

The membership form also contains a clause which requires members to indemnify SLSA, their State Centre, Branch or Club in respect of any claim which might be made against it as a result of their membership. For example, if a beachgoer sued SLSA, a State Centre, Branch or Club because he or she suffered an injury as a result of a collision with an IRB being driven negligently by an unlicensed driver, then SLSA, the State Centre, Branch or Club, would have the right to rely upon the indemnity clause to recover its losses from the individual member involved.

The exercise of the right of indemnity is subject to the discretion of the Club, Branch, State Centre or SLSA. As such it is unlikely to be relied upon where insurance cover is provided or the organisation is satisfied that the member was acting in good faith within the scope of his or her duties.

### **Volunteer Protection Legislation**

The New South Wales Parliament is currently in the process of passing legislation which will provide immunity from liability to volunteer lifesavers performing their patrolling duties in good faith.

### **Further Questions**

If you have any further questions in respect of the Membership Form or insurance cover provided to members, please contact SLSNSW so that we can assist you by providing further clarification or raising your concerns with SLSA, our insurers and legal advisors.

**Appendix 2 – Nomination Form**

**NOMINATION FORM**

**Shelly Beach Surf Life Saving Club Inc.**

**Section 1**

I ..... being a financial member of the above-mentioned Surf Life Saving Club,  
wish to nominate ..... for the position of: -

- President
- Vice President
- Director of Administration
- Director of Finance
- Club Committee Member. Position: .....

Please tick the position to which this nomination applies.

.....  
(Proposer’s Signature)

**Article I. Section 2**

I .....being a financial member of the above-mentioned Surf Life Saving Club and wish to  
second the nomination.

.....  
(Seconder’s Signature)

**Article II. Section 3**

I ..... being a financial member of the above-mentioned Surf Life Saving Club accept  
nomination for this position.

.....  
(Signed)

.....  
(Date)

*Please Note: All 3 section of the nomination form must be completed and received by the Secretary, seven days prior to the Annual General Meeting..*



### Appendix 3 – Job Descriptions

Job descriptions may be reviewed from time to time by the Executive as and changed when required;

#### EXECUTIVE COMMITTEE

##### President

- Be the Chairman for all meetings at which he is present, in his absence the Deputy President shall be the Chairperson
- Be responsible for the Sponsorship Committee, Club Development Officer and the Recruitment Officer
- Ensure the smooth running of the Club
- Ensure the wellbeing of all members
- Attend the Branch Council monthly meetings and report findings to the Club monthly meetings.
- Attend the Central Coast Council Beach liaison meetings
- Promote the Club to new sponsors and the Public
- Ensure the Club is financially stable
- Convene meetings as required to ensure decisions of the Club are made within the committee framework
- Oversee of the asset management of the Club ensuring adequate but not excessive resources for each area (eg. Life Saving, Skills maintenance, Surf Sports, junior development) and that assets are appropriately protected and maintained

##### Deputy President

- Assist the President in their role
- Chair meetings that the President cannot attend
- Promote sponsorship for the Club
- Assist the Board of Management in their role
- Provide support and advice to the commercial viability of the club
- Engage with community stakeholders to promote SLS and community value

##### Director of Administration (Secretary):

- Record incoming and outgoing correspondence
- Attend all BOM & Executive meetings of the Club, be responsible for the keeping of minute books and producing them at each Board or general meetings
- Issue notices of meetings when required and conduct the correspondence. The notice of the meeting shall state the business to be transacted.

- 
- Use e-mail &/or Surfguard to distribute minutes, upcoming events and courses and newsletter & Notices.
  - Advise President of upcoming events, incoming correspondence.
  - Be responsible for the custody of the papers belonging to the Club, excepting those relating to finance
  - Log IRD reports in Surfguard.
  - Produce to the auditors the minute books and such information available to her as and when required of them
  - Carry out duties of the Board may from time to time as dictated
  - Be the Public Officer – Johnny D. (presently)
  - Shall record on a master copy of the Club's constitution and By-law's any alterations to the constitution
  - Produce the Club calendar with reference to the JAC
  - Produce the Club handbook with assistance with the Junior secretary
  - Update all policies where necessary.
  - Print out reports for Registrar & MPO from Surfguard.
  - Produce presentation night

**Director of Finances (Treasurer)**

- Oversee the keeping such books and papers relating to finances of the Club as the Board may from time to time direct
- Oversee the keeping of correct and up to date accounts and books showing the financial affairs of the Club
- Present a short statement of the Club's financial position at each meeting
- Collect all monies and fees due to the Club
- Pay, without delay, to the credit of the Club's bank account, all monies received,
- promptly issue receipts for all monies received and draw all payments on behalf of the Club, such cheques, eft payments to be authorized executive.
- Arrange with the appointed auditor the preparation of the annual balance sheet and financial statement of the Club, and submit same to the Annual General meeting, having had them previously examined and certified as correct by the Club's auditor's
- Produce to the auditor's as and when required the Club's books of account, bank books and voucher's and generally assist the auditors in the audit of accounts
- Carry out such duties as the Board shall from time to time direct.

**Director of Life Saving (Club Captain)**

- Must be a current Bronze Medallion holder
- Ensure all patrol members are proficient.
- Ensure that the beach is Patrolled during the season
- Do patrol roster (ensure that there is one IRB driver and one ARC holder)
- Work in with Junior Club Captain to ensure Rookies are allocated onto the correct patrols.
- Ensure that phone numbers are included on the patrol roster.
- Ensure that the Patrol Captains call their patrol members prior to the patrol to ensure there are enough members are on patrol.
- Allocate members to Patrols
- Ensure Patrol Captains are adequately educated {Silver Medallion Patrol Captains Course (this is to be organised with Chief Instructor).
- Ensure that all members are correctly attired.
- Ensure the Patrol equipment is in good order. (this is be coordinated with Board & Ski Captain, Gear Steward and Mobile Services Officer, Branch District Supervisor & scrutineers)
- Assist in the recording of all rescues performed by individual members or groups of members

The Club Captain has the authority to use or direct the use of any or all the Club's lifesaving equipment as they see fit for the purposes of achieving the Club's Objects.

**Director of Youth Development (JAC Chairperson):**

- Chair all JAC meetings
- Attend Branch Council meetings as required
- Ensure the smooth running of the Club
- Provide the monthly meetings on the needs of the JAC
- Be responsible for the JAC sub committees

**BOARD OF MANAGEMENT COMMITTEE**

The Executive Committee form part of this Committee;

**Director of Life Saving Education (Chief Training Officer)**

- Lead & develop a team of trainers who will develop personnel to meet operational needs of the Club
- Assist in development of youth within the club.
- Hold preseason, mid-season, post season meeting with TAF's & send a copy of minutes to Branch.
- Coordinate all instruction squads, their trainers/s & the resources

- 
- Assess, develop & coordinate delivery of training solutions to meet the Club's POM & service quality issues.
  - Attend the yearly education field day (Branch) & coordinate TAFs to attend to SLSNSW, V.E.T requirements and SOPS training division.
  - Positively support the policies, culture, operation & management of the Club, Branch SLSNSW and SLSA.
  - Follow procedures and protocols as outlined in SLS.
  - Ensure all training sessions are efficient, records completed and filed.
  - Develop training solutions for new resource implementation.
  - Ensure re-qualifications of awards and certificates are completed by required date and recorded.
  - Analyse skill mix throughout Club & develop training solutions where needed.
  - Submit reports to the Club Executive Committee
  - Participate as a member of the Club Management Committee
  - Arrange assessments as required, ensuring follow-up as required, ensure associated paperwork is correct to ensure processing by SLSNSW is on Surfguard.
  - Attend Branch meetings (as required) and report to Branch and/ or Club all relevant information.

The member appointed to this position must be a current probationary trainer (as a Minimum) or obtain the same within three months of their appointment. In the event of non-compliance with-in this clause the Board has the right to remove the member from office and make a temporary appointment thereto.

### **Director of Surf Sports**

- Must ensure all coaches have current level one coaching certificate, within the guidelines of their age groups.
- Review Coaching programs set by the Senior Coach, Junior Coach to be conveyed to all assistant coaches.
- Review training programs for all levels of competitors in conjunction with Senior Coach, Junior Coach to be conveyed to all assistant coaches.
- Chair the Competition committee meetings when necessary
- Seek assistance from outside the Club to foster a high standard for competitors
- Endorse activities for members to keep fit during the season
- Provide support to all competitors during the season
- Advise competitors on their avenues for competition in conjunction with Senior Coach, Junior Coach and/or Team manager when necessary.
- Ensure that all competition members meet the patrol hours requirements for Competition in coordination with Registrar and Team manager where necessary.

- DSS is required to attend all Branch BOSS meetings (Board of Surf Sports) or organise a suitable representative.
- Attend Monthly Committee meetings (or a suitable representative) and submit monthly report

#### **Vice Director of Life Saving (Vice Club Captain)**

- Assist the Club Captain in all facets of their duties
- Carry out duties as the Captain may from time to time assign to him/her
- Enter all patrol and water safety hours for all members

### **CLUB COMMITTEE MEMBERS**

#### **Building Maintenance Officer**

- Be responsible for the maintenance of the club house
- Report to the Club management on issues arising on the up keep of club facilities

#### **Members Representative**

- Be responsible for the welfare of all members
- Be a voice to the Board of Management for all members

#### **Sponsorship Committee**

- Seek new prospective sponsors
- Liaise and service the existing Club sponsors / supporters
- Maintain a sponsor's database

#### **Registrar**

- Enter all New memberships to Surfguard Database – (including MPF)
- Process all on-line memberships – new and renew – (including MPF)
- Balance all payments for membership
- Process all transfers in/out to Shelly Beach Surf Club
- Initiate transfers for members
- Correspondence for all membership enquiries (facebook and website enquiries)
- Ensure all new members receive an information email/package
- Process all Active Kids Vouchers and reconcile to membership database
- Reconcile Active Kids receipts
- Produce Registrar report for each Board of Management meeting
- Liaise with Junior Registrar for all nipper membership issues
- Assist with the input of junior proficiencies/nipper education Awards

- Ensure members are archived annually
- Update member records as a true and correct record of member contact details.
- Produce an annual account of member numbers for Audit purposes.
- Promotion of Registration Days

**Junior Registrar**

- Process all nipper proficiencies – preliminary & competition
- Process all nipper Education Awards into Surfguard database prior to 31/12 – coordinating with Senior Registrar.
- Act as the minute secretary at all JAC meetings
- Pass on minutes of JAC meetings to the Secretary for endorsement at the General meetings
- Assist the Secretary in the discharge of their duties in relation to JAC
- Attend to all inward and outward correspondence for the JAC and to provide the Secretary of such correspondence
- Assist the JAC and advise the secretary of such matter

**Publicity Officer**

- Positively promote the Club to the wider community
- Ensure that Personal views are not portrayed to the media
- Promote Club activities to all Club members

**Social Secretary**

- Arrange social function are organised to raise club spirit and moral.
- Organise members to assist with arranging functions
- Arrange fund-raising functions.
- Invite the general public to socialise with club members.
- Hand all monies to the Treasurer together with statement of receipts and payments no later than 14 days after each event or function.

**Historian**

- Keep records of Club activities for prosperity
- Ensure all records of past Club activities are keep in a secure locality
- Display the achievements of Club members on the wall of Fame

**Purchasing Officer**

- Ensure all purchases are ratified at a meeting
- Ensure that quotations are obtained for the goods
- Ensure that the purchase is on a Club Order form

- Ensure that all old clothing is sold off.
- Ensure that all clothing is not dated (if possible) so that it can be used for another purpose.
- Ensure that the club colours and Logo are the correct ones being used. (if a change is to be made then it must be ratified at a club management meeting).

**Bar Manager**

- Is responsible for the management of Bar facilities and goods
- Must keep an accurate record of goods purchased for sale
- Must produce a bar roster for willing members
- Ensure that required bar fridges are adequately stocked

**Assistant Bar Manager**

- Assist the bar manager in their role.
- Act as the Bar manager when they are not available

**LIFE SAVING****OH&S Officer**

- Ensure the safety and welfare of all members
- Report all Safety issues to the Executive members of the Club
- Carry out urgent matters as deemed necessary to ensure the safety of Club users

**First Aid Officer**

- Ensure first aid kit is well stocked.
- Advise of update courses for patrol members
- Ensure enough oxygen for patrols
- Ensure adequate stocks of supplies for the purposes of providing efficient first aid measures
- Ensure Patrol Captains are aware of where spare first aid supplies are.
- Keep First Aid room is clean.
- Provide report for monthly meetings

**IRB Captain**

- Must hold a current IRBD proficiency
- Ensure all IRB drivers are proficient
- Ensure that all IRB drivers are conversant with the Code of Conduct
- Assist with additional training for all IRB drivers.
- Ensure that all the IRB's are in a good working order. (certain items are to be kept in the safe keeping of the patrol's IRB driver).

- Provide reports for monthly meetings

### **Vice IRB Captain**

- Must hold a current IRBD proficiency
- Assist the IRB Captain in his duties
- Will hold the position of IRB Captain in his absence

### **Mobile Services Officer**

- Ensure the safety of all members using club facilities
- Ensure the safety of all members using club equipment
- Ensure the welfare of all members

### **Junior Captain**

- Report to the Club Captain on problems with J & Y members
- Have input into the placement of Junior and Youth members for Surf patrols
- Advise the Club Captain on activities that J & Y members would like to do during patrols
- Advise the Head Coach on the needs of J & Y members for competition
- To encourage participation in all events from the J & Y ranks
- Assist with carnival entry forms for those members willing to compete
- Assist with organising J & Y members to assist with various projects
- Advise the Board of Management Committee of what activities that J & Y members would like to participate in
- Encourage J & Y members to enroll in Lifesaving education courses that will benefit the member and the Club alike.
- Advise of ways to improve communication to J & Y members.

## **YOUTH DEVELOPMENT**

### **Vice Director Youth Development**

- Assist the Director of Youth Development in the discharge of their duties
- Act as the Director in their absence

### **Rookie Coordinator**

- Coordinate the Club Rookies in the organise program

### **Age Managers**

- Supervise the members within the respective age categories
- Assist the members in Surf education



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## LIFE SAVING EDUCATION

### Assistant Training Officers

- Assist the Chief Training Officer in their duties
- Assist with Life Saving Education within their qualified areas of Life Saving education

### Training Officer - Youth Education

- Conduct the Surf education programs for the Junior and Youth members

## COMPETITION

### Competition Committee (3)

- Ensure carnival entry forms are submitted one week prior to the carnival
- Ensure the carnival entries are correctly filled out
- Ensure that no competitor competes that is not proficient or does not have the required patrol hours

### Boat Captain

- Must be proficient in the art of boat rowing
- Promote safety to all boat sweeps
- Be responsible for the allocation of members to boat crews
- Report to the Club Coach on Boat rowing activities
- Provide coaching programs to the Club Coach for approval
- Ensure that all boats are maintained at all times
- Ensure that all members are appropriately aged for surf boat training

### Board & Ski Captain

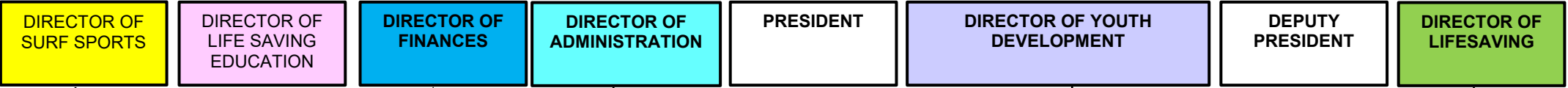
- Allocation of Boards and Ski's to competitors (with assistance with the Head Coach)
- Ensure all craft is safe to use.
- Ensure all damaged craft is repaired.
- Assist competitors as to what craft to use.
- Liaise with Junior Chairperson to ensure all craft is safe to use.
- Provide reports for monthly meetings
- NOTE: this position may be split due to numbers of competitors

### THE CARETAKER

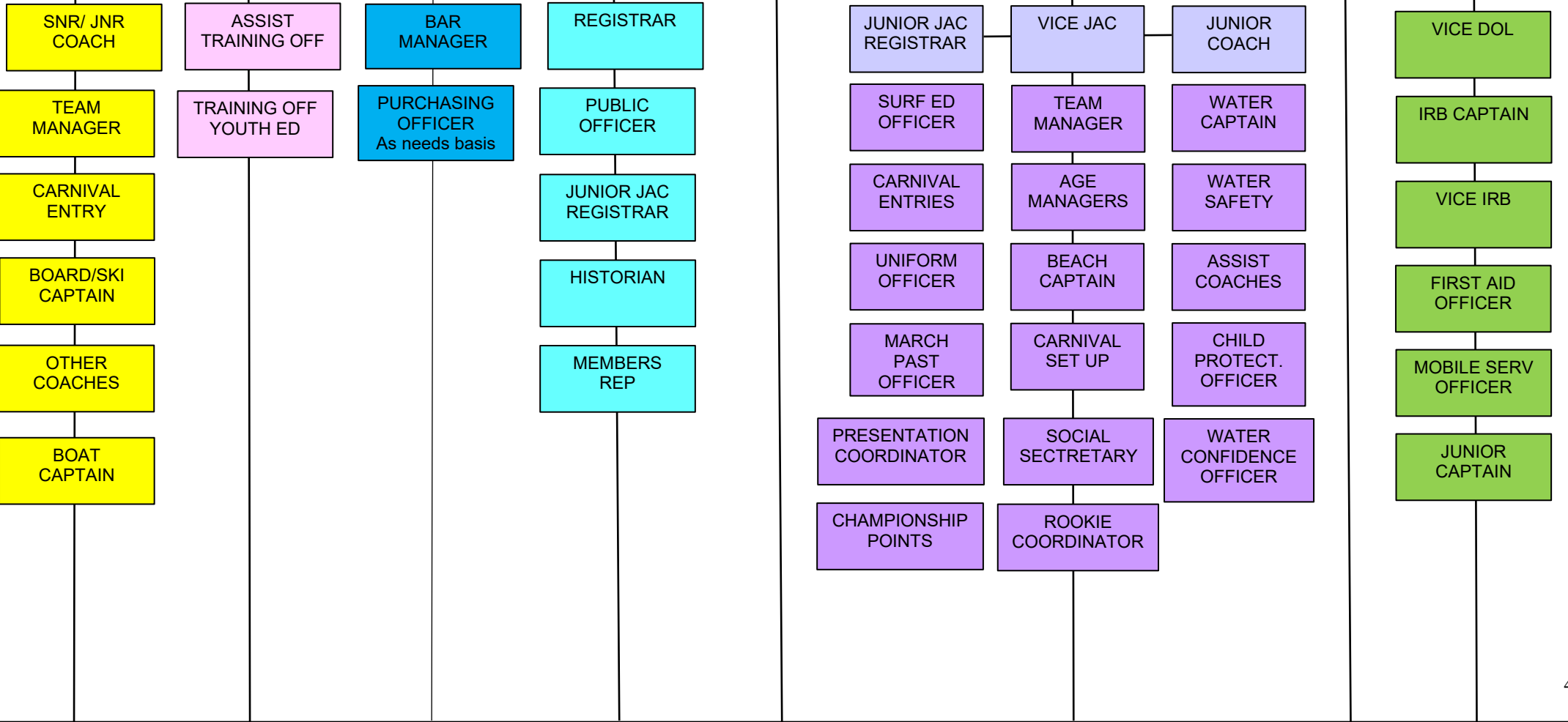
- As per contractual arrangements

**Annexure 4 - Organisation Chart.**

**THE SHELLY BEACH EXECUTIVE COMMITTEE**



**THE SHELLY BEACH BOARD OF MANAGEMENT**



**PUBLICITY OFFICER  
All Executive & BOM**