



Constitution

Date: 06/05/2018

**TOOWOON BAY SURF LIFE SAVING CLUB INCORPORATED
(REGISTRATION NO. 2149624)**

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Constitution of Toowoon Bay SLSC

1. NAME

The name of the incorporated association is Toowoon Bay Surf Life Saving Club Incorporated.

2. INCORPORATION

Clubs shall incorporate under the Act and shall remain incorporated.

3. OBJECTS OF CLUB

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

- (a) Provide for the conduct, encouragement, promotion and administration of surf lifesaving throughout the Toowoon Bay SLSC.
- (b) Participate as a Member of SLSNSW and SLSCA through and by which surf lifesaving and the preservation of life in the aquatic environment can be conducted, encouraged, promoted, advanced and administered.
- (c) Ensure the maintenance and enhancement of the Club, SLSNSW, Surf Life Saving Clubs, SLSCA 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 Club, SLSNSW, Surf Life Saving Clubs, SLSCA 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 Club, SLSCC, SLSNSW, Surf Life Saving Clubs, SLSCA and surf lifesaving;
- (g) Affiliate with and otherwise liaise with SLSCC, SLSNSW and SLSCA in the pursuit of these objects and surf lifesaving;
- (h) Conduct, encourage, promote, advance and control surf lifesaving in Toowoon Bay SLSC, 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 Guidelines
- (k) Apply the property and capacity of the Club 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 lifesaving;
- (m) Strive for Governmental, commercial and public recognition of the Club as the authority on aquatic safety and management in Toowoon Bay SLSC;
- (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 Club throughout Toowoon Bay SLSC
- (p) Further develop surf lifesaving into an organised institution and with these objects in view, to foster, regulate, organise and manage assessments, competitions, displays and other activities and to issue badges, medallions and certificates and award trophies to successful Members;
- (q) Review and/or determine any matters relating to surf lifesaving which may arise, or be referred to it, by any Member;
- (r) Pursue through itself or other such commercial arrangements (which are not in conflict with other SLS bodies), including sponsorship and marketing opportunities as are appropriate to further the interests of surf lifesaving in Toowoon Bay SLSC;
- (s) Adopt and implement appropriate policies, including in relation to sexual harassment, equal opportunity, equity, drugs in sport, health, safety, junior and senior programs, infectious diseases and such other matters as arise from time to time as issues to be addressed in surf lifesaving;
- (t) Represent the interests of its Members and of surf lifesaving generally in any appropriate forum in Toowoon Bay SLSC;
- (u) Have regard to the public interest in its operations;
- (v) Undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these objects.

4. **POWERS OF CLUB**

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

5. **INTERPRETATION AND DEFINITIONS**

5.1 **Definitions**

In this Constitution, unless the contrary intention appears:

Act means the *Associations Incorporation Act 2009* (NSW).

Annual General Meeting means a meeting of Members convened under clause 13.

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

Board means the body managing the Club and consisting of the Directors under clause 18.1(a).

Branch means the Central Coast Branch of SLSNSW.

By-Laws mean any By-Laws made by the Board under clause 25.

Club means Toowoong Bay Surf Life Saving Club Incorporated.

Committee means any committee of the Board created under clause 22.1 from time to time.

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

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

Director means a Member of the Board appointed under clause 19.

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

General Meeting means the annual or any special general meeting of the Club convened under clause 15.

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

Life Member means an individual appointed as a Life Member of the Club under clause 8.7.

Member means any person recognised as a Member of the Club under clause 8 of this constitution.

Membership Year means the period from 1st July in one year to 30th June in the next.

Objects means the objects of the Club under clause 2.

President means the President for the time being of the Club appointed under clause 18.2(a).

Public Officer means the person appointed to be the public officer of the Club under clause 23.2.

Register means the register of Members kept under clause 10.1.

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

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

SLSA means Surf Life Saving Australia Limited.

SLSNSW means the body recognised by SLSA as the body administering surf lifesaving in New South Wales.

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

State means and includes a State or Territory of Australia.

SurfGuard means the national membership and Club administration database owned by SLSA.

Surf Life Saving Club means a Surf Life Saving Club which is a Member of or otherwise affiliated with SLSNSW or SLSA.

5.2 Interpretation

In this Constitution:

- (a) A reference to a clause, regulation, schedule or annexure is to a clause, regulation, schedule or annexure of, or made under, this Constitution;
- (b) Words importing the singular include the plural and vice versa;
- (c) Words importing any gender include the other genders;
- (d) Headings are for convenience only and shall not be used for interpretation;
- (e) Words or expressions shall be interpreted in accordance with the provisions of the Act as they vary from time to time;
- (f) References to persons include natural persons, corporations and bodies politic, and any legal personal representatives, successors and permitted assigns of that person;
- (g) Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act.
- (h) A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- (i) Expressions referring to "writing" shall unless the contrary intention appears, be construed as including references to printing, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

5.3 Enforceability

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable in any jurisdiction, the phrase or provision shall be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If it can not

be so read down the provision shall be severed to the extent of the invalidity or unenforceability. The remaining provisions of this Constitution and its validity or enforceability shall not be affected by the severance in any other jurisdiction.

6. STATUS AND COMPLIANCE OF CLUB

6.1 Recognition of Club

Toowoona Bay Surf Life Saving Club (The Club) shall be affiliated with Central Coast Surf Life Saving (the Branch), SLSNSW and SLSA. Through the Branch, State and National affiliations with SLSNSW, Toowoona Bay Surf Life Saving Club will abide by the articles, clauses, Constitutions, By-Laws and awards of SLSA, SLSNSW and the Branch. Subject to compliance with this Constitution, the Branch Constitution, the SLSNSW Constitution and the SLSA Constitution the Club shall continue to be recognised as a Member of the Branch and of SLSNSW and shall administer surf lifesaving activities in Toowoona Bay in accordance with the Objects.

Compliance of Club

The Members acknowledge and agree the Club shall:

- (a) Be or remain incorporated in New South Wales;
- (b) Appoint a Delegate annually to represent the Club at general meetings of the Branch;
- (c) Nominate such other persons as may be required to be appointed to Branch or SLSNSW committees from time to time under this Constitution or the Branch Constitution or SLSNSW Constitution or otherwise;
- (d) Forward to the Branch and SLSNSW a copy of its constituent documents and details of its Directors;
- (e) Adopt the objects of SLSNSW (in whole or in part as are applicable to the Club) and adopt rules which reflect, and which are, to the extent permitted or required by the Act, generally in conformity with the Branch and SLSNSW Constitutions;
- (f) Apply its property and capacity solely in pursuit of the Objects and surf lifesaving;
- (g) Do all that is reasonably necessary to enable the Objects to be achieved;
- (h) Act in good faith and loyalty to ensure the maintenance and enhancement of surf lifesaving, its standards, quality and reputation for benefit of the Members and surf lifesaving;
- (i) At all times act on behalf of and in the interests of the Members and surf lifesaving; and
- (j) By, adopting the objects of SLSNSW, abide by the SLSNSW Constitution.

6.2 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 and surf lifesaving are to be conducted, promoted, encouraged, advanced and administered throughout Toowoon Bay Surf Life Saving Club;
- (b) To ensure the maintenance and enhancement of surf lifesaving, its standards, quality and reputation for the benefit of the Members and surf lifesaving;
- (c) Not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of surf lifesaving and its maintenance and enhancement;
- (d) To promote the economic and community services success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects;
- (e) To act in the interests of surf lifesaving and the Members;
- (f) Where the Club considers or is advised that a Member has allegedly:
 - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the By-Laws, or any resolution or determination of the Club; or
 - (ii) acted in a manner prejudicial to the Objects and interests of the Club and/or surf lifesaving; or
 - (iii) brought the Club, any Surf Life Saving Club or surf lifesaving (including the Branch, SLSNSW and/or SLSA) into disrepute;

7. CLUB'S CONSTITUTION

7.1 Constitution of the Club

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

- (a) The objects of SLSNSW;
- (b) The structure and membership categories of SLSA;
- (c) Recognising SLSA as the national peak body for surf lifesaving in Australia;
- (d) Recognising SLSNSW as the peak body for lifesaving in New South Wales;
- (e) Recognising the Branch;
- (f) Recognising SLSA as the final arbiter on matters pertaining to surf lifesaving in Australia, including disciplinary proceedings; and

- (g) Such other matters as are required to give full effect to the SLSNSW Constitution;

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

7.2 Operation of the Branch and SLSNSW Constitution

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

7.3 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).

8. MEMBERSHIP OF CLUB

8.1 Minimum Number of Members

The Club must have at least twenty (20) Active Patrol Members.

8.2 Categories of Member

The Members of the Club shall consist of:

- (a) Probationary Members shall be the designation of any person for the time period between making applying for membership and the gaining of an award and/or the granting of a formal category of membership of the Club. Probationary Members are not entitled to vote at General Meetings;
- (b) Junior Activities Members shall be a person who shall be a minimum age of five (5) years and up to a maximum age of thirteen (13) years and such person shall be required to gain the relevant Surf Education Certificate for that person's age group. Junior Activities Members are not entitled to vote at General Meetings;
- (c) Cadet Members shall be a Member of the age qualification as defined in SLSA's Manuals (i.e. Under 15) and who has obtained the Surf Rescue Certificate or has passed the annual proficiency test. Cadet Members are not entitled to vote at General Meetings;
- (d) Active Members, who shall hold an SLSA Bronze Medallion, fulfil patrol and Club obligations and qualify in an annual proficiency test (unless that Member has obtained their Bronze Medallion in that

season). Active Members shall have the right to be present, to debate and to vote at General Meetings;

- (e) Reserve Active Membership may be granted to Active Members who have satisfactorily completed (from the gaining of the Bronze Medallion) at least eight (8) years of patrol and Club obligations as provided by SLSA and Club Constitution. Reserve Active Membership shall not be automatic, but shall be granted by resolution of the appropriate club body. Reserve Active Members shall have the right to be present, to debate and to vote at General Meetings;
- (f) Long Service Members, may be deemed as such by the Club after having completed ten (10) years active service or eight (8) years active service plus four (4) years reserve active service. These Members shall have the right to be present, to debate and to vote at General Meetings, and may be exempt from patrol obligations and granted other special privileges;
- (g) Award Members, who must hold an SLSA award and be proficient of one or more of the following qualifications: Surf Rescue Certificate, Radio Award, Resuscitation Certificate, Advance Resuscitation Certificate or First Aid Certificate. Award Members shall be entitled to be present, to debate and to vote at meetings if they are undertaking lifesaving duties as an active patrol member.
- (h) Associate Members, who may or may not have an SLSA award. Associate members who are elected or appointed to office or position are provided voting rights by this constitution. Associate members who are not appointed to office or position shall have the right to be present, to debate and to vote except on surf lifesaving issues or those matters that directly impact on lifesaving issues.
- (i) Honorary Members, may be granted, as set forth in Clause 8.7, to Members who may or may not hold an SLSA award. Honorary Members are not entitled to vote at General meetings; and
- (j) Life Membership may be granted by the Club to Members who have rendered distinguished, or special service and shall have the right to be present, to debate and to vote at General meetings.

8.3 Application for Membership

An application for membership by an individual must be:

- (a) In writing on the form prescribed from time to time by SLSNSW and/or SLSA, from the applicant and lodged with the Club; or
- (b) Submitted online via the Lifesaving Online membership portal and in accordance with the process (if any) as proscribed by the Board from time to time; and
- (c) Accompanied by the appropriate fee, if any.

8.4 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 8.3 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 the Branch and SLSNSW, become a Member.
- (c) Membership of the Club shall be deemed to commence upon acceptance of the application by the Club. The Register shall be updated 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. No reasons for rejection need be given.

8.5 Renewal of Membership

- (a) Members must re-apply annually for membership of the Club in accordance with the procedures set down by the Club from time to time. Clause 8.4 applies to applications for renewal of membership.
- (b) Upon re-application a Member must provide details of any change in their personal details, and any other information reasonably required by the Club.

8.6 Membership Transitional Arrangements

Notwithstanding any other clause of this Constitution, the transitional arrangements set out at clause 37 shall apply to the continuation of membership from the date of adoption of this Constitution.

8.7 Life Members

- (a) The Board may recommend to the Annual General Meeting that any Member who has rendered distinguished service to the Club and surf lifesaving, where such service is deemed to have assisted the advancement of the Club and surf lifesaving in Toowoon Bay Surf Life Saving Club be appointed as a Life Member.
- (b) A resolution of the Annual General Meeting to confer life membership on the recommendation of the Board must be a Special Resolution.
- (c) A Member must accept or reject the Club's resolution to confer life membership in writing. Upon written acceptance, the Member's details shall be entered upon the register, and from the time of entry on the register the Member shall be a Life Member.

8.8 Effect of Membership

- (a) Members acknowledge and agree that:
 - (i) this Constitution constitutes a contract between each of them and the Club and that they are bound by this Constitution and the Regulations;
 - (ii) they shall comply with and observe this Constitution and the Regulations;

- (iii) by submitting to this Constitution and the Regulations they are subject to the jurisdiction of the Club, Branch, SLSNSW and SLSA;
 - (iv) this Constitution and Regulations are necessary and reasonable for promoting the Objects; and
 - (v) they are entitled to all benefits, advantages, privileges and services of their membership as determined by the Board.
- (b) A right, privilege or obligation of a person by reason of their membership of the Club:
- (i) is not capable of being transferred or transmitted to another person; and
 - (ii) terminates upon the cessation of membership whether by death, resignation or otherwise.

8.9 Liability of Members

The liability of the Members of the Club is limited.

9. SUBSCRIPTIONS AND FEES

- (a) The Annual Subscription and any other fees or levies payable by Members or categories of Members to the Club, the benefits which apply, the time for, and manner of payment, shall be determined by the Board from time to time.
- (b) The Board is empowered to prevent any Member who's Annual Subscription or any other fees are in arrears from exercising the whole or any of the rights or privileges of membership of the Club, including but not limited to the right to vote at General Meetings.

10. REGISTERS

10.1 Club to Keep Register of Members

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

- (a) The full name and address of the Member;
- (b) The category of membership of the Member;
- (c) The date on which the Member became a Member;
- (d) Any other information determined by the Board; and
- (e) For each former Member, the date of ceasing to be a Member.

10.2 Use of SurfGuard

SurfGuard shall be used as the Register of Members.

10.3 Changes to Member Details

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

10.4 Inspection of Register

Inspection of the Register will only be available as required by the Act and under clause 35(b).

10.5 Use of Register

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

11. DISCONTINUANCE OF MEMBERSHIP

11.1 Discontinuance by Notice of Resignation

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

11.2 Discontinuance by Breach

- (a) Membership of the Club may be discontinued by the Board 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 By-Laws or any resolution or determination made or passed by the Board or any duly authorised committee.
- (b) Membership shall not be discontinued by the Board under clause 11.2(a) without the Board first giving the accused Member the opportunity to explain the breach and/or remedy the breach. The accused Member shall be granted fourteen (14) days notice of their right to appear and be heard by the Board to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the Board's view to adequately explain or remedy the breach, that Member's membership may be discontinued under clause 11.2(a) by the Club giving written notice of the discontinuance.
- (d) Where a Member's membership that is discontinued under clause 11.2(a), shall have the right to appeal the discontinuation under the Grievances, Judicial and Discipline Regulations of SLSA as amended from time to time.
- (e) Any Special General Meeting in accordance with clause 11.2(d) shall be convened under this Constitution and in particular clause 14.

11.3 Discontinuance by Failure to Pay Subscription

- (a) A Member is taken to have resigned if:

- (i) the Member's annual subscription is outstanding more than one month after the date on which subscription fees fall due and payable; or
- (ii) if no annual subscription is payable:
 - (A) the Club has made a written request to the Member to confirm that he or she wishes to remain a Member; and
 - (B) the Member has not, within three months after receiving that request, confirmed in writing that he or she wishes to remain a Member, or
 - (C) should a sufficient explanation be made to the Board for the failure to pay subscription or reason for not responding to a request, the Board shall have the power to restore the Membership upon payment of the amount due (if any).

11.4 Amendment to the Register

Where a Member resigns under this clause 11 an entry, the date on which the Member ceased to be a Member, shall be recorded in the Register as soon as practicable under clause 10.1(e).

11.5 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.

11.6 Membership May be Reinstated

Membership which has been discontinued under this clause 11 may be reinstated at the discretion of the Board, upon such conditions as it deems appropriate.

11.7 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.

12. GRIEVANCES, JUDICIAL AND DISCIPLINE

The Club adopts the Grievances, Judicial and Discipline Regulations of SLSA as amended from time to time. These shall be replicated in the By-Laws.

13. ANNUAL GENERAL MEETINGS

13.1 Annual General Meeting to be Held

- (a) The Club shall convene and hold an Annual General Meeting of its Members annually within six months after the end of the financial year and in accordance with the Act.

- (b) The Annual General Meeting of the Club shall, subject to the Act and to clause 13.1(a), be convened at a time, date and venue to be determined by the Board.

13.2 Business

The business to be transacted at the Annual General Meeting shall be:

- (a) Annual General Meeting under the Act;
- (b) consideration of accounts and the reports of the Board and auditors;
- (c) the election of Directors under this Constitution;
- (d) the motion for affiliation with the SLS Central Coast and SLSNSW;
- (e) the appointment and fixing of the remuneration of the auditors;
- (f) the election of further office bearers as hereinafter provided for;
- (g) the election of any proposed Life Members
- (h) any other business of which notice is given in accordance with this Constitution.

13.3 General meeting

A meeting called by the board for and on behalf of the members to appraise the membership of the conduct of the affairs of the club.

13.4 Additional Meetings

Any General Meeting other than an Annual General Meeting shall fall within the category of either a Special General Meeting or an Ordinary General Meeting as hereinafter defined.

14. SPECIAL GENERAL MEETINGS

14.1 Special General Meetings May be Held

The Board may, when required, 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.

14.2 Request for Special General Meetings

- (a) The Board shall on the requisition in writing of 20 Members entitled to vote convene a Special General Meeting.
- (b) The requisition for a Special General Meeting shall:
 - (i) state the object(s) of the meeting; and
 - (ii) be signed by the Members making the requisition; and

(iii) be sent to the Club.

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

- (c) If the Board does not cause a Special General Meeting to be held within one month after the date on which the requisition is sent to the Club, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than three months after that date.
- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board.

14.3 Business to be conducted at a Special General Meeting

The Business of a Special General Meeting shall be only that relating to the objects for which the Meeting is called and no other.

15. GENERAL MEETINGS

15.1 Notice to be given for General Meetings

- (a) Notice of every General Meeting shall be given to every Member entitled to receive notice, at the address appearing in the Register kept by the Club. The auditor (if any) and Directors shall also be entitled to notice of every General Meeting, which shall be sent to their last notified address. No other person shall be entitled as of right to receive notices of General Meetings.
- (b) A notice of a General Meeting shall be in writing and shall specify the time, date and place of the meeting and shall state the business to be transacted at the meeting. Notice may be given in any form permitted under clause 30.
- (c) General meetings will be held in every second week of every other month during a given season.
- (d) At least 14 days notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
 - (i) The draft agenda for the meeting;
 - (ii) any nominations for candidates to be elected to the Board received under clause 19.1; and
 - (iii) any notice of motion received from Members under clause 15.2(b).
- (e) A final agenda for the general meeting will be provided to those Members entitled to received notice 7 days prior to the general meeting.
- (f) The accidental omission to give any notice of any General Meeting to any Member shall not invalidate the meeting or any resolution passed at any such meeting.

15.2 Business of Meeting

- (a) No business other than that set out in the notice convening the meeting shall be transacted at the General Meeting.
- (b) A Member desiring to bring any business before a meeting shall give at least 8 days notice in writing of that business to the Club which shall include that business in a notice calling the next General Meeting after the receipt of the notice.

15.3 Quorum

No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings, special general meeting and Annual General Meeting of the Club shall be 15 members, comprising of not less than 10 active patrolling members.

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

And if at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the meeting shall lapse.

15.4 President to Chair

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

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

If the President is not present; or is unwilling or unable to preside the Members shall appoint one of the Directors to preside as chairperson for that meeting only.

15.5 Chairperson May Adjourn Meeting

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

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

15.6 Use of Technology

- (a) A Member not physically present at a General Meeting may participate in the meeting by the use of technology that allows that Member and the Members present at the meeting to clearly and simultaneously communicate with each other.
- (b) A Member participating in a General Meeting under clause 15.6(a) is taken to be present at the meeting and, if the Member votes at the meeting, is taken to have voted in person.

16. VOTING AT GENERAL MEETINGS

16.1 Members Entitled to Vote

Subject to any other provision of this Constitution, each category of membership that has a right to vote under clause 8.2 shall be entitled to one vote at General Meetings.

16.2 Voting Procedure

- (a) Subject to this clause 16, votes at a General Meeting shall be given in person by those present and entitled to vote.
- (b) Subject to clause 16.4, all questions arising at a General Meeting shall be determined on a show of hands; unless the members present determine that voting shall be by way of a secret ballot.

16.3 Recording of Determinations

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

16.4 Where Poll Demanded

- (a) A poll may be demanded for any resolution put to the vote of the meeting (before or on the declaration of the result of the show of hands) by:
 - (i) the chairperson; or
 - (ii) a simple majority of Members.
- (b) If a poll is duly demanded under this clause 16.4, it shall be taken in such manner and either at once or after an interval or adjournment or

otherwise as the chairperson directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

16.5 Casting Vote

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

16.6 Proxy Voting

Proxy voting shall not be permitted at all General Meetings.

16.7 Postal Voting

No motion shall be determined by a postal ballot unless determined by the Board. If the Board so determines, the postal ballot shall be conducted under the procedures set by the Board from time to time.

17. MINUTES OF GENERAL MEETINGS

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

18. BOARD

18.1 Powers of Board

- (a) The affairs of the Club shall be managed by the Board constituted under clause 18.2.
- (b) Subject to this Constitution and the Act, the Board:
 - (i) shall control and manage the business and affairs of the Club;
 - (ii) may exercise all such powers and functions as may be exercised by the Club other than those powers and functions that are required by this Constitution to be exercised by the Members in General Meeting; and

- (iii) has power to perform all such acts and things as appear to the Board to be essential for the proper management of the business and affairs of the Club.
- (c) nothing herein contained shall be deemed to overrule the powers of the club in general meeting, provided, however, that any decision of the club in general meeting which has the effect of over ruling a decision of the board shall not be deemed of itself to be a vote of no confidence in the board"

18.2 Composition of Board

The Board shall comprise:

- (a) President;
- (b) Director of Administration (Secretary);
- (c) Director of Finance (Treasurer);
- (d) Vice President Youth Services (Junior Activities Coordinator – JAC);
- (e) Vice President Rescue Services (Club Captain).

Who must all be Members and who shall be elected under clause 19.

18.3 Portfolios

- (a) The position of President and Administration Officer shall be appointed by the Board annually from amongst its number.
- (b) Directors may be re-appointed as President or Director of Administration.
- (c) If the Board considers it appropriate, in order to further the Objects, it may allocate Directors to specific portfolios, with specific responsibilities, as determined at the discretion of the Board.

18.4 Right to Co-Opt

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

18.5 Appointment of Delegate

- (a) The President shall be deemed to be the delegate to attend general meetings of the Branch and in the event he or she shall not be able to do so from time to time then another member of the Board or a Member of the club appointed by the Board may fulfill the role.
- (b) The Club must advise the Branch in writing of its Delegate.

18.6 Transitional Arrangements

Notwithstanding any other clause of this Constitution, the transitional arrangements set out in clause 37(b) shall apply from the date of adoption of this Constitution.

18.7 Term of Office of Directors

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

19. ELECTION OF DIRECTORS

19.1 Nominations of Candidates

- (a) The Club shall call for nominations for candidates to be elected to the Board not less than 30 days prior to the Annual General Meeting. When calling for nominations the Club shall also provide details of the necessary qualifications and job description for the positions (if any). Specific skills and experience and job descriptions shall be as determined by the Board.
- (b) Candidates must:
 - (i) be aged 18 years or over; and
 - (ii) reside in Australia.
- (c) Nominations of candidates for election as Directors shall be:
 - (i) made in writing (either hard copy or electronic), signed by two Members and accompanied by the written consent of the nominee (which may be endorsed on the form of nomination); and
 - (ii) delivered to the Club not less than 14 days before the date fixed for the holding of the Annual General Meeting.
 - (iii) Members nominating for board positions will provide a brief description of their suitability to the role based on the job description for each position.

The Club shall send the nominations to the Members entitled to receive notice under clause 15.1.

- (d) If insufficient nominations are received to fill all available vacancies on the Board:
 - (i) the candidates nominated shall, subject to declaration by the chairperson, be deemed to be elected; and
 - (ii) all remaining positions will be deemed casual vacancies under clause 20.3.

- (e) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated shall, subject to declaration by the chairperson, be deemed to be elected.
- (f) 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 Board.

19.2 Consecutive Terms

- (a) the maximum number of consecutive terms of office of any office-bearers on the committee is three years. In the instance that a position is left vacant this term may be extended

19.3 Voting Procedures

Elections shall be conducted by such means as is prescribed by the Board.

20. VACANCY ON THE BOARD

20.1 Grounds for Termination of Director

For the purposes of this Constitution, the office of a Director becomes vacant if the Director:

- (a) Ceases to be a Member;
- (b) Dies;
- (c) Becomes bankrupt or makes any arrangement or composition with their creditors generally;
- (d) Becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (e) Resigns their office in writing to the Club;
- (f) Is absent from meetings of the Board held during a period of three months without having previously obtained leave of absence in accordance with clause 21.5 or provided reasonable excuse for such absence;
- (g) Without the prior consent or later ratification of the Members in General Meeting holds any office of profit under the Club;
- (h) Is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of his interest;
- (i) Is removed from office in accordance with this Constitution;
- (j) Has been expelled or suspended from membership (without further recourse under this Constitution or any of the Constitutions of the Branch, SLSNSW or SLISA);
- (k) In the opinion of the Board (but subject always to this Constitution):

- (i) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Club; or
- (ii) has brought themselves or the Club into disrepute; or
- (l) Would otherwise be prohibited from being a director of a corporation under the *Corporations Act*.

20.2 Removal of Director

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

20.3 Casual Vacancy

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

21. QUORUM AND PROCEDURE AT BOARD MEETINGS

21.1 Convening a Board Meeting

- (a) The Board shall meet as often as is deemed necessary for the dispatch of business. Subject to this Constitution the Board may adjourn and otherwise regulate its meetings as it thinks fit.
- (b) Unless all Directors agree to hold a meeting at shorter notice either by agreement that is sufficiently evidenced in writing or by their presence, or in accordance with clause 21.2, not less than seven days written notice of Board meeting shall be given to each Director.
- (c) Written notice of each Board meeting, specifying the general nature of the time, date and place of the Board meeting and the business to be transacted, shall be served on each Director by:
 - (i) delivering it to that Director personally;
 - (ii) sending it in writing, by facsimile or other means of electronic communication (subject to receiving appropriate confirmation that the notice has been effectively dispatched);

In accordance with the Directors last notified contact details.

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

21.2 Urgent Board Meetings

- (a) In cases of urgency, a meeting can be held without notice being given under clause 21.1 provided that as much notice as practicable is given to each Director by the most effective means.
- (b) Any resolution made at an urgent Board meeting must be passed by a majority of the Board.

21.3 Quorum

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

21.4 Procedures at Board Meetings

- (a) At meetings of the Board, the President shall chair the meeting. If the President is absent or unwilling to act, the Board shall appoint one of its Members to chair the meeting.
- (b) Questions arising at any meeting of the Board shall be determined on a show of hands, or if demanded by a Director, by a poll taken in such manner as the person presiding at the meeting may determine.
- (c) Questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of Directors shall be deemed a determination of the Board. All Directors shall have one vote on any question. The chairman may exercise a casting vote where voting is equal.
- (d) Voting by proxy is not permitted at Board meetings.
- (e) A resolution in writing signed or assented to by facsimile or other form of electronic communication by all the voting Directors, shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Directors.
- (f) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Directors may be held where one or more of the Directors is not physically present at the meeting, provided that:

- (i) all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication;
- (ii) notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board;
- (iii) in the event that a failure in communications prevents clause 21.4(f)(i) from being satisfied by that number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this clause to be held then the meeting shall be suspended until clause 21.4(f)(i) is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption the meeting shall be deemed to have terminated; and
- (iv) any meeting held where one or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Director is there present and if no Director is there present the meeting shall be deemed to be held at the place where the President of the meeting is located.

21.5 Leave of Absence

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

21.6 Material Personal Interests

- (a) A Director who has a material personal interest in a matter being considered at a Board meeting must disclose the nature and extent of that interest to the Board.
- (b) A Director with such a material personal interest must not:
 - (i) be present while the matter is being considered at the meeting; and
 - (ii) must not vote on the matter.
- (c) A general notice that a Director is to be regarded as having a material personal interest in a matter being considered is sufficient declaration for such Director and the said matter. After such general notice it is not necessary for such Director to give a special notice relating to the said matter.
- (d) Any declaration made or any general notice as aforesaid given by a Director in accordance with this clause 21.6 must be recorded in the minutes of the relevant meeting.

21.7 Financial Interest

- (a) A Director is disqualified from:
 - (i) holding any place of profit or position of employment in the Club, or in any company or incorporated Club in which the Club is a shareholder or otherwise interested; or
 - (ii) contracting with the Club either as vendor, purchaser or otherwise;

Except with express resolution of approval of the Board.

- (b) Any contract or arrangement in which any Director is in any way interested which is entered into by or on behalf of the Club without the approval of the Board, will be voided for such reason.
- (c) The nature of the financial interest of such Director must be declared by the Director at the meeting of the Board at which the contract or arrangement is first taken into consideration if the interest then exists, or in any other case at the first meeting of the Board after the acquisition of the interest.
- (d) A general notice that a Director is a Member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under clause 21.7(c) for such Director and the said transactions. After such general notice it is not necessary for such Director to give a special notice relating to any particular transaction with that firm or company.
- (e) Any declaration made or any general notice as aforesaid given by a Director in accordance with clause 21.7 must be recorded in the minutes of the relevant meeting.

21.8 Conflicts

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

22. DELEGATED POWERS

22.1 Board May Delegate Functions

- (a) The Board may, by instrument in writing, create, establish or appoint from amongst its own Members, or otherwise, special committees, sub-committees, individual officers and consultants to carry out such duties and functions, and with such powers, as the Board determines.
- (b) The Board may in the establishing instrument delegate such functions as are specified in the instrument, other than:
 - (i) this power of delegation; and
 - (ii) a function imposed on the Board by the Act or any other law, or this Constitution or by resolution of the Club in General Meeting.

- (c) At any time the Board may by instrument in writing, revoke wholly or in part any delegation made under this clause, and may amend or repeal any decision made by such body or person under this clause.

22.2 Exercise of Delegated Functions

- (a) A function, the exercise of which has been delegated under this clause, may whilst the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation.
- (b) A delegation under this clause may be made subject to such conditions or limitations as to the exercise of any function or at the time or circumstances as may be specified in the delegation.

22.3 Procedure of Delegated Entity

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

23. DUTIES

23.1 General Duties

- (a) As soon as practicable after being elected or appointed to the Board, each Director must become familiar with this Constitution and the Act.
- (b) The Board is collectively responsible for ensuring that the Club complies with the Act and that individual Directors comply with this Constitution.
- (c) The Board must ensure that the Club complies with all requirements in the Act regarding financial statements.

23.2 Public Officer

- (a) As per section 34 of the Act, the Club must have a Public Officer position appointed.
- (b) The Board will determine from time to time who will act as the Club's Public Officer under the Act. Such person shall be appointed by the Board for such term and upon such conditions as the Board thinks fit.
- (c) The Public Officer must give the registrar notice of their appointment within 28 days after the appointment.
- (d) If the position of Public Officer becomes vacant, the Board must appoint a person to the position within 28 days after the vacancy arises.

24. MINUTES OF BOARD MEETINGS

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

25. BY-LAWS

25.1 Board to Formulate By-laws

The Board may formulate, issue, adopt, interpret and amend such By-Laws for the proper advancement, management and administration of the Club, the advancement of the Objects and surf lifesaving in Toowoon Bay Surf Life Saving Club as it thinks necessary or desirable. Such By-Laws must be consistent with the Constitution, the Branch Constitution, the SLSNSW Constitution, the SLSA Constitution and any regulations or By-Laws or the Standard Operating Procedures made by SLSNSW or SLSA. If any By-Laws are inconsistent with the SLSNSW or SLSA Constitution and regulations the By-Laws shall be null and void and will be inapplicable.

25.2 By-Laws Binding

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

25.3 By-Law Transitional Arrangements

Notwithstanding any other clause of this Constitution, the transitional arrangements set out at clause 30 shall apply from the date of adoption of this Constitution.

25.4 Notices Binding on Members

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

26. FUNDS, RECORDS AND ACCOUNTS

26.1 Sources of Funds

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

26.2 Club to Keep Records

- (a) The Club shall establish and maintain, in accordance with the Act and this Constitution, proper accounting and other records and minutes concerning all transactions, business, meetings and dealings of the Club and the Board.

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

26.3 Board to Submit Accounts

The Clubs statements of account are required to be audited as per the Charitable Fundraising Act 1991. At the Clubs Annual General Meeting the audited statements of account will be presented to the Members.

26.4 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 three months after such approval or adoption.

26.5 Accounts to be Sent to Members

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

27. APPLICATION OF INCOME

- (a) The income and property of the Club shall be applied solely towards the promotion of the purposes of the Club as set out in this Constitution.
- (b) 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.
- (c) Nothing in this clause 27 shall preclude payment to a Member in good faith for expenses incurred or services rendered, including, but not limited to:
 - (i) any services actually rendered to the Club whether as an employee or otherwise;
 - (ii) goods supplied to the Club in the ordinary and usual course of operation;
 - (iii) interest on money borrowed from any Member;
 - (iv) rent for premises demised or let by any Member to the Club; or
 - (v) any out-of-pocket expenses incurred by the Member on behalf of the Club,
- (d) 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.

28. NEGOTIABLE INSTRUMENTS

All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, shall be signed, drawn, accepted, endorsed or otherwise executed, as

the case may be, by any two duly authorised Directors or in such other manner as the Board determines.

29. AUDITOR

- (a) A properly qualified auditor or auditors shall be appointed, and the remuneration of such auditor or auditors fixed by the Club in General Meeting. The auditor's duties shall be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with the *Corporations Act 2001* 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.

30. SERVICE OF NOTICES

- (a) Notices may be given to any person entitled under this Constitution to receive any notice by sending the notice by post or facsimile transmission or where available, by electronic mail, to the Member's registered address or facsimile number or electronic mail address.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be affected at the time the letter would have been delivered in the ordinary course of post.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be 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.

31. COMMON SEAL

- (a) The Club may have a Seal upon which its corporate name shall appear in legible characters.
- (b) The Seal shall not be used without the express authorisation of the Board. Every use of the Seal shall be recorded in the Club's minute book. Two Directors must witness every use of the Seal, unless the Board determines otherwise.

32. REGISTERED ADDRESS

The registered address of the Club is:

- (a) The address determined from time to time by resolution of the Board;
or

- (b) If the Board has not determined an address to be the registered address, the postal address of the Public Officer.

33. INDEMNITY

- (a) Every Director, 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/her in his/her capacity as Director, officer, auditor, manager, employee or agent in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in relation to any such proceedings in which relief is, under the Act, granted to him by the Court.
- (b) The Club shall indemnify its Directors, officers, managers and employees against all damages and costs (including legal costs) for which any such Director, officer, manager or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:
 - (i) in the case of a Director or officer, performed or made whilst acting on behalf of and with the authority, express or implied of the Club; and
 - (ii) in the case of an employee, performed or made in the course of, and within the scope of his employment by the Club.

34. DISSOLUTION

- (a) The Club may be wound up voluntarily by Special Resolution.
- (b) In the event of the Club being wound up, the liability of the Member shall be limited to any outstanding monies due and payable to the Club, including the amount of the Annual Subscription payable in respect of the current Financial Year. No other amount shall be payable by the Member.
- (c) If upon winding up or dissolution of the 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 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 will be determined by the Members at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of New South Wales or other Court as may have or acquire jurisdiction in the matter.

35. CUSTODY OF BOOKS AND OTHER DOCUMENTS

- (a) Except as otherwise provided in this Constitution, the Board shall keep in its custody or control all books, minutes, documents and securities of the Club.

- (b) Subject to the Act, the Board may determine whether and to what extent, and at what times and places and under what conditions, the financial records, accounts, books, securities or other relevant documents of the Club will be open for inspection by the Members.

36. STATUTORY OBLIGATIONS

The board will ensure that systems and processes are in place to maintain compliance with all relevant State and Federal Legislation associated with the governance of the club.

37. TRANSITIONAL ARRANGEMENTS

- (a) Notwithstanding any other clause of this Constitution, the transitional arrangements set out in this clause (b) shall apply from the date of adoption of this Constitution.
- (b) The Members of the governing or managing body (by whatever name it is called) of the 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 Directors shall be filled, vacated and otherwise dealt with in accordance with this Constitution.
- (c) All clauses, rules, By-Laws and regulations of the Club in force at the date of the approval of this Constitution insofar as such clauses, clauses, By-Laws and regulations are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be By-Laws under this clause this clause 25.
- (d) All individuals who are, prior to the approval of this Constitution, Members of the Club shall be deemed Members of the Club from the time of approval of this Constitution under the Act. All such Members shall provide the Club with such details as may be required by the Club under this Constitution within one month of the approval of this Constitution under the Act.