

Constitution of

Maroochydore Surf Life  
Saving Supporters Club Inc.

8 June 2014

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# THE CONSTITUTION

## 1 NAME AND INTERPRETATION

### 1.1 Name

The name of the incorporated Association shall be Maroochydore Surf Life Saving Supporters Club Inc. ("the Association").

The following terms shall have the meanings that are set out against them respectively:

#### **Association**

The Maroochydore Surf Life Saving Supporters Club Inc.

#### **By-Laws**

By-Laws created by the Association pursuant to this Constitution.

#### **General Meeting**

Any General Meeting including the Annual General Meeting.

#### **Licensed Premises**

This term shall have the same connotation as defined within the current Queensland liquor legislation and includes the premises to which a liquor licence relates.

#### **Member/Membership**

Unless otherwise specifically described shall mean Ordinary Members, Foundation Members, Social Members, Visitor Members, Honorary Members and Temporary Members.

#### **Management Committee**

The Committee responsible for the control of the business and operations of the Association.

#### **SLSA**

Surf Life Saving Australia

#### **Supporters Club**

The Maroochydore Surf Life Saving Supporters Club Inc.

#### **Surf Life Saving Club**

Maroochydore Surf Life Saving Club Inc.

## 1.2 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 or 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 and bodies politic;
- (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 replacement of any of them (whether of the same or any legislative authority having jurisdiction);
- (h) The specification of the objects and powers of the Association in Clauses 2 and 3 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 than 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;
- (i) If any provision of this Constitution or any phrase contained in it is invalid or unenforceable in any jurisdiction, the phrase or provision is to be read down for the purpose of that jurisdiction. If possible so as to be valid and enforceable and otherwise it shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution or affecting the validity or enforceability of that provision in any other jurisdiction; and
- (j) all provisions and clauses are at all times subject to the laws and regulations relating to the operation of a Licensed Club in Queensland.

## **2 OBJECTS**

The objects for which the Association is established are:

- 2.1** To conduct fund raising activities on behalf of the Surf Life Saving Club.
- 2.2** To promote, foster, support and encourage the aims and objects of the Surf Life Saving Club and all matters pertaining thereto.
- 2.3** To provide for members and for members' guests, a "club" with all the usual facilities.
- 2.4** To apply for and obtain and hold a Registered Club Licence or any other licence or licences or permits under the Liquor Act of Queensland and Law of any other Act or Laws for the time being operative.
- 2.5** To obtain and hold any licence or permission necessary for and to carry on the business of restaurant/cafe keepers and/or sellers of all kinds of goods, provisions, etc. used or desired by members.
- 2.6** To render aid either financial or by other means to the Surf Life Saving Club which shall be affiliated with Surf Life Saving Australia.
- 2.7** To carry on all such activities as may be necessary or convenient for the purposes of the Association or any of them.
- 2.8** To do all such acts, deeds, matters and things and to enter into and make such agreements as are incidental or conducive to attainment of the objects of the Association or any of them.
- 2.9** To affiliate or associate as an auxiliary body as requested by Surf Life Saving Queensland.

## **3 POWERS**

- 3.1** The powers of the Association shall be the powers of an Incorporated Association pursuant to the Associations Incorporation Act.
- 3.2** To do such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association.

## **4 COMPLIANCE OF ASSOCIATION AND OPERATION OF CONSTITUTION**

### **4.1 Compliance of Association**

The Members acknowledge and agree the Association shall: -

- (a) Be or remain incorporated in the State of Queensland;

- (b) Apply its property and capacity solely in pursuit of the Objects and Surf Life Saving;
- (c) Do all that is reasonably necessary to enable the Objects to be achieved; and
- (d) Act in good faith and loyalty to ensure the maintenance and enhancement of Surf Life Saving.

#### **4.2 Operation of the Constitution**

The Association and the Members acknowledge and agree: -

- (a) That they are bound by this Constitution and that this Constitution, operates to create uniformity in the way in which the Objects and Surf Life Saving are to be conducted, promoted, encouraged, advanced and administered throughout;
- (b) To ensure the maintenance and enhancement of Surf Life Saving, its standards, quality and reputation for the benefit of the Members and Surf Life Saving;
- (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 Life Saving and its maintenance and enhancement;
- (d) To act in the interest of Surf Life Saving and the Members; and
- (e) Where the Association considers or is advised that a Member has allegedly:
  - (i) Breached, failed, refused or neglected to comply with a provision of this Constitution, the By-Laws, or any resolution or determination of the Association; or
  - (ii) Acted in a manner prejudicial to the Objects and interests of the Association and/or Surf Life Saving; or
  - (iii) Brought themselves, the Association, any Surf Life Saving Club or Surf Life Saving into disrepute.

the Association may after allowing the Member a reasonable opportunity to explain, adjudicate and if necessary penalise the Member with such penalty as it thinks appropriate. Such process shall occur in accordance with the Disciplinary Procedures By-Law.

## **5 MEMBERSHIP**

- 5.1** No person shall be eligible for any class of membership until that person has obtained the age of 18 years.

**5.2** The membership of the Association shall consist of the following classes of members: -

- (a) Ordinary Members;
- (b) Social Members;
- (c) Foundation Members;
- (d) Visitor Members;
- (e) Honorary Members;
- (f) Temporary Members.

**5.3 Ordinary Members**

- (a) An Ordinary Member of the Association must also be a Voting Member of the Surf Life Saving Club;
- (b) Ordinary Members shall have the right to vote and shall be entitled to receive notice of General Meetings and to attend and speak at General Meetings;
- (c) Ordinary Members shall be entitled to nominate for positions on the Management Committee; and
- (d) A voting member of the Surf Life Saving Club may apply to become an Ordinary Member of the Association and that application shall be dealt with in accordance with clause 7.1.

**5.4 Social Members**

- (a) Social Members shall not be entitled to receive notice nor attend nor to speak at General Meetings of the Association;
- (b) Social Members shall not be entitled to vote;
- (c) Social Members shall not be entitled to nominate for elections of the Management Committee;
- (d) A person may apply to become a Social Member of the Association and that application shall be dealt with in accordance with clause 7.1. Until such application is duly considered, this person is entitled to Temporary Membership as per clause 5.8; and
- (e) All applications for social membership must be accompanied by photographic identification of the applicant or other reasonable proof of identification which may be copied and the copy of which retained by the Association. This may include the applicant's driver's licence.

## **5.5 Foundation Members**

Foundation Members may be entitled to similar privileges as provided for Social Members and in addition shall have suitable visible recognition within the Association's premises. They shall be limited in number as determined by the Management Committee and shall be required to submit a once only fee as determined by the Management Committee.

## **5.6 Visitor Members**

Visitor Membership shall be granted in accordance with the provisions of the Liquor Act of Queensland and may be granted under the following conditions:

- (a) the person shall be classified in at least one of the following categories -
  - (i) overseas or interstate visitors, for a period of one day at a time only; or
  - (ii) intrastate visitors whose principal place of residence is located a sufficient distance from the Association premises to comply with the provisions of the Liquor Act, for a period of one day at a time only; or
  - (iii) members of other "clubs" and their guests provided that appropriate reciprocal rights are in force with those "clubs", for a period of one day at a time only; or
  - (iv) persons who have made application for ordinary or social membership who have also paid the prescribed application fee, during the period they are awaiting a decision from the Management Committee, for a period not exceeding 30 days from the date of receipt of such application; or
  - (v) members of other "clubs" who are either the managers or the members of a sporting team visiting the Association for the purpose of taking part in sporting competitions or social functions, for the days of the competitions or functions only.
- (b) Before those persons are admitted as Visitor Members they provide to a person appointed by the Association, some adequate form of proof that they fall within at least one of the above categories;
- (c) After an acceptable form of proof is given, those persons may be admitted as "Visitor Members" and the application date, their names and addresses, names of their "clubs" in the case of categories (a) (iii) and (a) (v) above, the category of Visitor membership and the expiry date of their Visitor membership must be transcribed into the "Visitor Members Register" which shall be in a bound form and each entry separately numbered;



- (d) After those details are placed in the "Visitor Members Register" those persons who have been granted Visitor membership must be given a "Visitor Membership Card" transcribed with the entry number, category of Visitor membership, issue date and expiry date;
- (e) All Visitor Members must show their "Visitor Membership Card" when purchasing liquor or when instructed to do so by an Association employee or a member of the Association's Management Committee; and
- (f) Visitor Members shall not be entitled to vote at any meeting of the Association.

### **5.7 Honorary Members**

Honorary Membership shall be granted by the Management Committee on a temporary basis from time to time for such purpose and on such conditions as determined by the Management Committee.

### **5.8 Temporary Members**

A person will be a Temporary Member of the Association when that person:

- (a) has made application for membership of the Association;
- (b) has paid the prescribed application fee (if any); and
- (c) is awaiting a decision from the Board, on the acceptance or otherwise on the applicant's membership application.

Temporary Membership expires 30 days after the application or upon the acceptance or rejection by the Board of the applicant's membership application.

Temporary members are entitled to enjoy the benefits and privileges of membership and to use the facilities of the Association as the Board may determine but they are not entitled to:

- (a) vote;
- (b) attend Annual General Meetings and General Meetings of the Association;
- (c) propose or second nominations for roles of members of the Management Committee; or
- (d) stand for or hold elected offices within the Association.

### **5.9 Reciprocal Rights**

- (a) Members of Clubs and Supporters Clubs affiliated with SLSA, over the age of 18 shall have reciprocal rights within the

facilities of clubs throughout Queensland, and the conditions of entry upon and use of any Association's facilities are at the discretion of the host club; and

- (b) Members of other community clubs may have reciprocal rights of this Association in accordance with the Liquor Act of Queensland.
- (c) The Club Secretary shall keep on the Supporters Club Premises a list of reciprocal Clubs.<sup>1</sup>

## **6 MEMBERSHIP FEES**

- 6.1** The membership fees for each class of membership shall be such sum as determined by the Management Committee from time to time.
- 6.2** The membership fees for each class of membership shall be payable at such time and in such manner as the Management Committee shall from time to time determine.
- 6.3** The membership fees paid to the Surf Life Saving Club by voting members over the age of 18 years shall automatically entitle those members to ordinary membership of the Association should they so apply.
- 6.4** Members of the Association must renew their membership of the Association annually on a common date as decided upon by the Management Committee.

## **7 ADMISSION AND REJECTION OF MEMBERS**

- 7.1** At the next meeting of the Management Committee after the receipt of any application and the fee applicable for any class of membership, such application shall be considered by the Management Committee, who shall thereupon determine upon the admission or rejection of the applicant.
- 7.2** Any applicant who receives a majority of the votes of the members of the Management Committee present at the meeting at which such application is being considered shall be accepted as a member to the class of membership applied for.
- 7.3** Upon the acceptance of an application for any class of membership the Secretary may forthwith give the applicant notice in writing of such acceptance.
- 7.4** Upon rejection of an application for a class of membership, the secretary shall forthwith give the applicant notice in writing of such rejection.

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<sup>1</sup> Inserted December 2015 General Meeting

- 7.5 Membership cards will be supplied at the time of joining as members until approved by the Management Committee.

## **8 TERMINATION OF MEMBERSHIP**

8.1 A member may resign from the Association at any time by giving notice in writing to the Secretary. Such resignation shall take effect at the time such notice is received by the Secretary unless a later date is specified in the notice when it shall take effect on that later date. Non-payment of fees due after two months will be classed as resignation from the association.

8.2 The termination of membership or the disciplining of members shall occur in accordance with the Disciplinary Procedures By-Law as determined by the Association from time to time. An Ordinary Member may face further disciplinary action from the Surf Life Saving Club.

### **8.3 APPEALS AGAINST REJECTION OR TERMINATION OF MEMBERSHIP**

(a) A person whose application for membership has been rejected or whose membership has been terminated may, within one month of receiving written notification thereof, lodge with the Secretary written notice of their intention to appeal against the decision of the Management Committee;

(b) Upon receipt of a notification of intention to appeal against rejection or termination of membership the Secretary shall convene, within 3 months of the date of receipt by him of such notice, a General Meeting to determine the appeal. At any such meeting the applicant shall be given the opportunity to fully present their case and the Management Committee or those members thereof who rejected the application for membership or terminated the membership subsequently shall likewise have the opportunity of presenting their case. The appeal shall be determined by the vote of the members present at such meeting; or

(c) Where a person whose application is rejected does not appeal against the decision of the Management Committee within the time prescribed by these Rules or so appeals but the appeal is unsuccessful, the Secretary shall forthwith refund the amount of any fee paid.

## **9 REGISTER OF MEMBERS**

9.1 The Management Committee shall cause a Register to be kept in which shall be entered the names of proposed members and the date of proposal, the names and residential addresses of all persons admitted to membership of the Association and the dates of their admission. This Register may include phone and email details.

- 9.2** Particulars shall also be entered into the Register of deaths, resignations, termination and reinstatement of membership and any further particulars as the Management Committee or the members at any General Meeting may require from time to time.
- 9.3** The Register is subject to the provisions of the Liquor Act in Queensland referring to the requirements of the applicable club licence.

## **10 MEMBERSHIP OF MANAGEMENT COMMITTEE**

**10.1** The Management Committee of the Association shall consist of a: -

- (a) President;
- (b) Deputy President;
- (c) Secretary;
- (d) Treasurer;
- (e) Two (2) Committee members who shall be Ordinary Members of the Association; and
- (f) One (1) Life Member of the Surf Life Saving Club

and be elected at the Annual General Meeting or any General Meeting of the Association.

**10.2** The Management Committee may in each year appoint no more than two independent committee members from the community with particular expertise to assist the board. They shall be non-voting members.

**10.3** The persons in (a), (b) and (d) must be the concurrent elected President, Deputy President and Treasurer of the Surf Life Saving Club Board of Management.

### **10.4 Further restrictions for Membership of the Management Committee**

A member is not able to fulfil the position of member of the Management Committee if that person is engaged by the Association as an employee or as a contractor providing day to day services to the Association;

- (a) A member is not able to fulfil the position of member of the Management Committee if that person seeks nomination or is elected to the Board of another community club that operates gaming machines from licensed premises that are within 40 kilometres by radius from the premises of the Association;
- (b) A member is not able to fulfil the position of member of the Management Committee if that person has any interest

whatsoever in a hotel or tavern that operates gaming machines from licensed premises that are within 40 kilometres by radius from the premises of the Association; and

- (c) An auditor of the Association or partner or employee or employer of an Auditor must not be appointed a member of the Management Committee;

#### **10.5 Qualifications for Membership of the Management Committee**

To be eligible for election and to continue to serve as a member of the Management Committee, each member of the Management Committee must be prepared to:

- (a) Complete the relevant Surf Life Saving Club-endorsed corporate governance workshop recognised by the relevant industry peak body for clubs in Queensland within 3 months of being elected;
- (b) While holding a position on the Management Committee, renew the Surf Life Saving Club-endorsed corporate governance training every two years; and
- (c) Attend and complete the Surf Life Saving Club's Directors and Committee Members induction program.

### **11 ELECTION OF THE MANAGEMENT COMMITTEE**

- 11.1** The Management Committee elected shall serve until the next Annual General Meeting in accordance with Clause 10 herein.
- 11.2** At the Annual General Meeting of the Association, all the members of the Management Committee for the time being shall retire from office, but shall be eligible for re-election.
- 11.3** The election of members of the Management Committee shall take place in the following manner:
- 11.4** The nomination, which shall be in writing, shall be lodged with the Secretary at least fourteen (14) days before the Annual General Meeting at which the election is to take place.
- 11.5** A list of the candidates' names in alphabetical order shall be posted in a conspicuous place in the office or usual place of meeting of the Association for at least seven (7) days immediately preceding the Annual General Meeting.
- 11.6** Balloting lists shall be prepared (if necessary) containing the names of the candidates in alphabetical order, and each Ordinary Member present at the Annual General Meeting shall be entitled to vote for any number of such candidates not exceeding the number of vacancies.

**11.7** Should at the commencement of such meeting, there be an insufficient number of candidates nominated, at the discretion of the Chair, expressions of interest from Ordinary Members may be taken from the floor of the meeting and held over until the first meeting of the Management Committee.

**11.8** Any member of the Management Committee may resign from membership of the Management Committee at any time by giving notice in writing to the Secretary but such resignation shall take effect at the time such notice is received by the Secretary unless a later date is specified in the notice when it shall take effect on that later date.

## **12 VACANCIES ON THE MANAGEMENT COMMITTEE**

**12.1** The Management Committee shall have power at any time to appoint an Ordinary Member of the Association to fill any casual vacancy on the Management Committee until the next Annual General Meeting.

**12.2** The continuing members of the Management Committee may act notwithstanding any casual vacancy in the Management Committee, but if and so long as their number is reduced below the number fixed by or pursuant to these Rules as the necessary quorum of the Management Committee, the continuing member or members may act for the purpose of increasing the number of members of the Management Committee to that number or of summoning a General Meeting of the Association but no other purpose.

## **13 FUNCTION OF THE MANAGEMENT COMMITTEE**

**13.1** Except as otherwise provided by these Rules and subject to resolutions of the Ordinary Members of the Association carried at any General Meeting the Management Committee shall -

- (a) have the general control and management of the administration of the affairs, property and funds of the Association;
- (b) have authority to interpret the meaning of these Rules and any matter relating to the Association on which these Rules are silent; and
- (c) Have the authority to appoint staff to the Association, including a General Manager or Chief Executive Officer on such terms and conditions as it considers appropriate.

**13.2** The Management Committee may exercise all the powers of the Association:

- (a) To establish a Contingency Fund for the purpose of consolidating and enhancing the facilities aimed at achieving the objects of the Association; and

- (b) To, if necessary, borrow money from members at a rate of interest not exceeding interest at the rate for the time being charged by Bankers in Brisbane for overdrawn accounts of money lent, whether the term of the loan be short or long, and to mortgage or charge its property or any part thereof and to issue debentures and other securities, whether outright or as security for any debt, liability or obligation of the Association, and to provide and pay off any such securities.

## **14 MEETING OF MANAGEMENT COMMITTEE**

- 14.1** The Management Committee shall meet at least once every calendar month to exercise its function.
- 14.2** A special meeting of the Management Committee shall be convened by the Secretary on the requisition in writing signed by not less than one-third of the members of the Management Committee, such requisition shall clearly state the reasons why such special meeting is being convened and the nature of the business to be transacted thereat.
- 14.3** At every meeting of the Management Committee a simple majority of a number equal to the number of members elected / or appointed to the Management Committee shall constitute a quorum.
- 14.4** Subject as previously provided in this Rule, the Management Committee may meet together and regulate its proceedings as it thinks fit; provided that questions arising at any meeting of the Management Committee shall be decided by a majority of votes and, in the case of equality of votes, the Chair has both a deliberative and casting vote.
- 14.5** A member of the Management Committee shall not vote in respect of any contract or proposed contract with the Association in which that member is interested, or any matter arising thereat, and if the member does so vote, their vote shall not be counted.
- 14.6** Not less than fourteen (14) clear days' notice, in writing, shall be given by the Secretary to members of the Management Committee of any Special Meeting of the Management Committee. Such notice shall clearly state the nature of the business to be discussed thereat.
- 14.7** The President shall preside as Chair at every meeting of the Management Committee, or if at any meeting he is not present within ten minutes after the time appointed for holding the meeting, the Deputy President. In the event of the Deputy President not being present the members may choose one of their number to be Chair of the meeting provided there is a quorum present.
- 14.8** If within half an hour from the time appointed for the commencement of a Management Committee meeting a quorum is not present, the meeting if convened upon the requisition of members of the Management Committee shall lapse. In any other case it shall stand

adjourned to 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 Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the appointed time for the meeting, the meeting shall lapse.

**14.9** If a member of the Management Committee is not present at 3 consecutive Management Committee meetings without the leave of the Management Committee, that member shall be deemed to have forfeited their position on it and a casual vacancy will be created.

**14.10** The management committee may hold meetings, or permit members to take part in its meetings, by using any technology that reasonably allows members to hear and take part in discussions as they happen. *Example of use of technology – teleconferencing.*

**14.11** A member of a management committee who participates in a meeting under Clause 14.10 is taken to be present at the meeting.

## **15 DELEGATION/POWERS OF MANAGEMENT COMMITTEE**

**15.1** The Management Committee may delegate any of its power to a sub-committee consisting of such members of the Association as the Management Committee thinks fit. Any sub-committee so formed shall, in the exercise of the powers so delegated, conform to any directions that are imposed on it by the Management Committee:

(a) A sub-committee shall be required to meet regularly in the course of its duties and submit reports of the sub-committee's activities to the Management Committee;

(b) A sub-committee may elect a Chair of its meetings. If no such Chair is elected, or if at any meeting the Chair is not present within ten minutes after the time appointed for holding the meeting, the members present may choose one of their number to be Chair of the meeting; and

(c) A sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes, the question shall be deemed to be decided in the negative.

**15.2** All acts done by any meeting of the Management Committee or of a sub-committee or by any person acting as a member of the Management Committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the Management Committee or person acting as aforesaid, or that the members of the Management Committee or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Management Committee.



- 15.3** A resolution in writing signed by all the members of the Management Committee for the time being entitled to receive notice of a meeting of the Management Committee shall be as valid and effectual as if it had been passed at a meeting of the Management Committee duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more members of the Management Committee.

## **16 ANNUAL GENERAL OR GENERAL MEETINGS**

- 16.1** The Annual General Meeting shall be held within three months of the close of the financial year and shall follow the Annual General Meeting of the Surf Life Saving Club. The business to be transacted at every Annual General Meeting shall be:

- (a) The receiving of the Management Committee's report and the Statement of Income and Expenditure, Assets and Liabilities and Mortgages, charges and securities affecting the property of the Association for the preceding financial year;
- (b) The receiving of the Auditor's Report upon the books and accounts for the preceding financial year;
- (c) The Election of members of the Management Committee; and
- (d) The appointment of an Auditor.

- 16.2** The Secretary shall convene a General Meeting -

- (a) At a time, mid-financial year and consistent with the Christmas holiday General Meeting of the Maroochydore Surf Life Saving Club Inc.; or
- (b) When directed to do so by the Management Committee; or
- (c) On the requisition in writing signed by not less than one-third of the members presently on the Management Committee or not less than the number of Ordinary Members of the Association which equals double the number presently on the Management Committee plus one. Such requisition shall clearly state the reasons such General Meeting is being convened and the nature of the business to be transacted thereat.

- 16.3** At any General Meeting the number of Ordinary Members required to constitute a quorum shall be twice the number of members presently on the Management Committee plus one:

- (a) No business shall be transacted at any General Meeting unless a quorum of Ordinary Members is present at the time when the meeting proceeds to business;
- (b) If within half an hour from the time appointed for the commencement of a General Meeting a quorum is not present, the meeting if convened upon the requisition of members of

the Management Committee or the Association, shall lapse. In any other case it shall stand adjourned to 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 Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the appointed time for the meeting, the Ordinary Members present shall be a quorum; and

- (c) The Chair may, with the consent of any meeting 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. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

**16.4** The Secretary shall convene all General Meetings of the Association by giving not less than fourteen (14) days notice of any such meeting to the Ordinary Members of the Association.

**16.5** The manner by which such notice shall be given shall be determined by the Management Committee; provided that notice of any meeting convened for the purpose of hearing and determining the appeal of a member against the rejection or termination of their membership by the Management Committee shall be given in writing. Notice of a General Meeting shall clearly state the nature of the business to be discussed thereat.

**16.6** Unless otherwise provided by these Rules, at every General Meeting:

- (a) The President shall preside as Chair, or if there is no President or Deputy President, or if he is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, then the members present shall elect one of their number to be Chair of the meeting;
- (b) The Chair shall maintain order and conduct the meeting in a proper and orderly manner;
- (c) Every question, matter or resolution shall be decided by a majority of votes of Ordinary Members present;
- (d) Every Ordinary Member present shall be entitled to one vote and in the case of an equality of votes the Chair shall have a second or casting vote; provided that no Ordinary Member shall be entitled to vote at any General Meeting if their annual subscription is more than one month in arrears at the date of the meeting; and

- (e) Voting shall be by show of hands or a division of Ordinary Members, unless not less than one-fifth of the Ordinary Members present demand a ballot, in which event there shall be a secret ballot. The Chair shall appoint two members to conduct the secret ballot in such manner as he shall determine and the result of the ballot as declared by the Chair shall be deemed to be the resolution of the meeting at which the ballot was demanded. However, the election of members of the Management Committee shall be by secret ballot whenever there is more than one nomination for a position.

**16.7** The agenda for an Annual General Meeting shall be:

1. Opening of Meeting and Welcome
2. Recording of attendance
3. Recording of apologies
4. Confirmation and adoption of the Minutes of the previous Annual General Meeting
5. Presentation of the Committee Report by President
6. Adoption of the Committee Report
7. Presentation and Adoption of the Financial Statements & Financial Report and Receiving of the Auditors Report
8. General Manager's Report
9. Election of Management Committee
10. Appointment of Auditor
11. Affiliation of Maroochydore Surf Life Supporters Club Inc. with Maroochydore Surf Life Saving Club Inc.
12. Notice/s of Motion
13. General Business
14. Closure

**17 MINUTES OF MEETINGS**

- 17.1** The Secretary shall cause full and accurate minutes of all questions, matters, resolutions and other proceedings of every Management Committee meeting and General Meeting to be entered in a book.
- 17.2** A member other than a Director does not have the right to inspect any document of the Association except as provided by the Law or authorised by the Board.
- 17.3** For the purposes of ensuring the accuracy of the recording of such minutes, the minutes of every meeting shall be signed by the Chair of that meeting or the Chair of the next succeeding meeting verifying their accuracy. Similarly, the minutes of every General Meeting shall be signed by the Chair of that meeting or the Chair of the next succeeding General meeting.
- 17.4** Provided that the Minutes of any Annual General Meeting shall be signed by the Chair of that meeting or the Chair of the next succeeding General Meeting or Annual General Meeting.

**18 BY-LAWS**

The Management Committee may from time to time make, amend or repeal By-Laws, not inconsistent with these Rules, for the internal management of the Association and any By-Law may be set aside by a General Meeting.

## **19 ALTERATION OF RULES**

**19.1** Subject to the provisions of the relevant Government Act, these Rules may be amended, rescinded or added to, from time to time by a special resolution carried at any General Meeting; provided that no such amendment, rescission or addition shall be valid unless the same have been submitted to and approved by the relevant Government Departments.

**19.2** Notice of the proposed alteration shall be given in the manner provided for Notices of Motion but shall specifically state that it is a notice of proposal to alter the Constitution, either by amending or repealing an existing provision thereof or by adding a new provision.

## **20 NOTICE OF MOTION**

**20.1** Notices of any motion intended to be moved at any Annual General, General or Special Meeting of the Association, shall be given in writing signed by the mover and seconder thereof (who must be members of the meeting to which the Notice of Motion will be referred) to the Secretary at least twenty-eight (28) clear days prior to the date of such meeting and shall be included in the business paper on the notice calling such meeting.

**20.2** The meeting may, by ordinary resolution, grant the mover and seconder leave to alter their motion, in a minor way without altering the intent of the motion. No major amendment to the motion will be accepted.

**20.3** 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 the next meeting of the Association or within six (6) months from the date of its rejection, unless approved by the Management Committee.

## **21 MOTIONS TO RESCIND**

**21.1** A motion to rescind any motion carried at a meeting of the Association can be considered at the next General Meeting of the Association or where necessary a General Meeting may be called.

**21.2** A motion to rescind any motion carried at a Management Committee Meeting can be considered at the next meeting of the Management Committee.

**21.3** Notice of Motion to rescind a resolution carried at a previous meeting shall be accepted only on the written request of not less than 10% of

the voting members in the case of a General Meeting and two members of the Management Committee in the case of a decision of the Management Committee.

## **22 COMMON SEAL**

The Management Committee shall provide for a Common Seal and for its safe custody. The Common Seal shall only be used by the authority of the Management Committee and every instrument to which the seal is affixed shall be signed by any two (2) members of the Management Committee.

## **23 FUNDS AND ACCOUNTS**

The funds of the Association shall be banked in the name of the Association in such Bank as the Management Committee may from time to time direct, and when practical a monthly donation of funds to the Surf Life Saving Club shall be effected. The following provisions shall be required:

- 23.1** Proper books and accounts shall be kept and maintained either in written or printed form in the English language showing correctly the financial affairs of the Association and the particulars usually shown in books of a like nature.
- 23.2** All monies shall be banked as soon as practicable after receipt thereof.
- 23.3** All amounts of one hundred dollars or over shall be paid by electronic transfer or by cheque signed or authorised by any two of the President, Secretary, Treasurer or other member authorised from time to time by the Management Committee, except for gaming payments which shall be governed by and comply with any and all gaming regulations.
- 23.4** Cheques shall be crossed "Not Negotiable" except those in payment of wages, allowances or petty cash recoupment which may be open.
- 23.5** The Management Committee shall determine the amount of petty cash which shall be kept on the Imprest system.
- 23.6** All the expenditure shall be approved or ratified at a Management Committee meeting.
- 23.7** As soon as practicable after the end of each financial year the Treasurer shall cause to be prepared a statement containing particulars of:
  - (a) The income and expenditure for the financial year just ended; and
  - (b) The assets and liabilities and of all mortgages, charges and securities affecting the property of the Association at the close of that year.

**23.8** All such statements shall be examined by the Auditor who shall present their report upon such audit to the Secretary prior to the holding of the Annual General Meeting next following the financial year in respect of which such audit was made -

- (a) The income and property of the Association whencesoever derived shall be used and applied solely in promotion of its objects and in the exercise of its powers as set out herein and no portion thereof shall be distributed, paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or amongst the members of the Association provided that nothing herein contained shall prevent the payment in good faith of interest to any such member in respect of monies advanced by him to the Association or otherwise owing by the Association to him or of remuneration to any officers or servants of the Association or to any member of the Association or other person in return for any services actually rendered to the Association provided further that nothing herein contained shall be construed so as to prevent the payment or repayment to any member of out of pocket expenses, money lent, reasonable and proper charges for goods hired by the Association or reasonable and proper rent for premises demised or let to the Association; and
- (b) No member shall be entitled to any benefit or advantage from the Association which is not shared equally by every member thereof.

## **24 DOCUMENTS**

The Management Committee shall provide for the safe custody of books, documents, instruments of title and securities of the Association.

## **25 FINANCIAL YEAR**

The financial year of the Association shall close on 30 April in each year.

## **26 MISCELLANEOUS**

**26.1** No visitor shall be supplied with liquor on the Association's premises unless on the invitation of and in the company of a member.

**26.2** No liquor shall be sold or supplied to any person under eighteen years of age and no such person shall have or consume any liquor upon the Association's premises.

**26.3** No person other than the Association or its members shall directly or indirectly derive any profit or advantage from the fact that the Association is or may be registered in accordance with the provision of the relevant Government Act as amended from time to time.

**26.4** No payment shall be made to an officer or employee of the Association of an amount by way of commission or allowance calculated by reference to the quantity of liquor sold or supplied by the Association or the receipts of the Association for such liquor.

## **27 CONFLICT OF INTEREST**

**27.1** A member of the Management Committee shall declare their interest in any contractual, selection, disciplinary or other matter in which a conflict of interest arises or may arise, and shall absent themselves from discussions of such matter and shall not be entitled to vote in respect of such matter. In the event of uncertainty as to whether it is necessary for a member of the Management Committee to absent themselves from discussion or refrain from voting, the issue should be immediately determined by vote of the Management Committee, or if this is not possible, the matter shall be adjourned or deferred. All disclosed interests must be submitted to the Annual General Meeting in accordance with the Act.

## **28 THE CONSTITUTION**

The model rules under the Act are expressly displaced by this Constitution.

## **29 DISSOLUTION**

The Association shall be dissolved only with the consent of three-fourths of the Officers and voting members present at a Special Meeting called for that purpose, notice of which must be posted to Officers and members at least twenty-eight (28) days prior thereto, and advertised in the major regional newspaper, at least once in each of the two (2) consecutive weeks immediately preceding such meeting.

## **30 DISTRIBUTION OF SURPLUS ASSETS**

If the Association shall be wound up in accordance with the provisions of the relevant Government Act, and there remains, after satisfaction of all its debts and liabilities and property whatsoever, the same shall not be paid to or distributed among the members of the Association but shall be given or transferred to Maroochydore Surf Life Saving Club Inc. or if that Surf Life Saving Club has ceased to exist to some other institution or institutions which have similar objects to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to the extent at least as great as is imposed on the Association under or by virtue of Rule 23.8 such institution or institutions to be determined by the members of the Association.