

# Constitution

Date: 25<sup>th</sup> May 2016

**MORNINGTON LIFE SAVING & SWIMMING & YOUTH & SOCIAL CLUB  
INC**

**(REGISTRATION NO. A0002135S)**

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# CONSTITUTION OF MORNINGTON LIFE SAVING & SWIMMING & YOUTH & SOCIAL CLUB INC

## PART I – OBJECTS, POWERS AND INTERPRETATION

### 1. NAME

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The name of the incorporated association is Mornington Life Saving & Swimming & Youth & Social Club Inc, which operates under the trading name Mornington Life Saving Club Inc.

### 2. INCORPORATION

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Association was incorporated under the Act and shall remain incorporated.

### 3. OBJECTS OF THE ASSOCIATION

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

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

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

exceptional bravery from time to time performed in the course of lifesaving and other distinguished services and acts;

- (bb) give, and seek where appropriate, recognition for Members to obtain awards or public recognition in fields of endeavour other than lifesaving;
- (cc) seek and obtain improved facilities for the enjoyment of the aquatic environment in Mornington, Victoria;
- (dd) promote uniformity of laws for the control and regulation of the aquatic environment in Mornington, Victoria: and to assist authorities in enforcing these laws;
- (ee) effect such objects as may be necessary in the interests of lifesaving and the aquatic environment in Mornington, Victoria; and
- (ff) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these objects.

#### 4. POWERS OF ASSOCIATION

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

#### 5. INTERPRETATION AND DEFINITIONS

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##### 5.1 Definitions

In this Constitution, unless the contrary intention appears:

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

**Annual General Meeting** means a meeting of Members convened in accordance with rule 13.

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

**Association** means Mornington Life Saving & Swimming & Youth & Social Club Inc ABN 57 520 697 089.

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

**By Laws** mean any by laws made by the Board under rule 26.

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

**Delegate** means the person appointed from time to time to act for and on behalf of the Association and to attend, debate and vote at general meetings of LSV (if the Association is entitled to vote at the general meetings of LSV).

**Director** means a member of the Board appointed in accordance with rule 19.

**Executive Board Member** means a member of the Board appointed to one of the following available Board positions:

- (a) President;
- (b) Secretary;
- (c) Treasurer;
- (d) Chief Instructor; and
- (e) Vice President (two positions).

**Financial Year** means the year ending 31 March in each year.

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

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

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

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

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

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

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

**President** means the President for the time being of the Association appointed in accordance with rule 18.2(a).

**Register** means the register of Members kept in accordance with rule 10.1.

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

**Regulations** means the Associations Code of Conduct and Clubroom Rules (Card Access) as amended by the Board from time to time.

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

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



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

**Special General Meeting** means any meeting constituted in accordance with rule 14.

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

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

**Working Group** means any committee or working group of the Board created under rule 23.4 from time to time.

## **5.2 Interpretation**

In this Constitution:

- (a) a reference to a rule, regulation, schedule or annexure is to a rule, regulation, schedule or annexure of, or made under, this Constitution;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing any gender include the other genders;
- (d) headings are for convenience only and shall not be used for interpretation;
- (e) words or expressions shall be interpreted in accordance with the provisions of the Act as they vary from time to time;
- (f) references to persons include natural persons, corporations and bodies politic, and any legal personal representatives, successors and permitted assigns of that person;
- (g) except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); 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 ASSOCIATION**

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### **6.1 Recognition of Association**

Subject to compliance with this Constitution, and to the extent required under the law or any contractual arrangement to which it is a party, the LSV constitution, the SLISA constitution and the constitution of any other association that is deemed appropriate by the Board, the Association shall continue to be recognised as a member of LSV and shall administer lifesaving activities in Mornington, Victoria in accordance with the Objects.

### **6.2 Compliance of Association**

The Members acknowledge and agree the Association shall:

- (a) be or remain incorporated in Victoria;
- (b) appoint a Delegate annually to represent the Association at general meetings of LSV;
- (c) nominate such other persons as may be required to be appointed to LSV committees from time to time under this Constitution or the LSV constitution or otherwise;
- (d) forward to LSV a copy of its constituent documents and details of its Directors;
- (e) to the extent it is required to do so, adopt the objects of LSV (in whole or in part as are applicable to the Association) and adopt rules which reflect, and which are, to the extent permitted or required by the Act, generally in conformity with the LSV constitution;
- (f) apply its property and capacity solely in pursuit of the Objects and lifesaving;
- (g) do all that is reasonably necessary to enable the Objects to be achieved;
- (h) act in good faith and loyalty to ensure the maintenance and enhancement of lifesaving, its standards, quality and reputation for benefit of the Members and lifesaving;
- (i) at all times act on behalf of and in the interests of the Members and lifesaving; and
- (j) by, adopting the objects of LSV, to the extent it is required to do so abide by the LSV Constitution.

### **6.3 Operation of 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 lifesaving are to be conducted, promoted, encouraged, advanced and administered throughout Mornington, Victoria and as otherwise determined by the Board from time to time;
- (b) to ensure the maintenance and enhancement of lifesaving, its standards, quality and reputation for the benefit of the Members and lifesaving;

- (c) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of the Association, lifesaving and its maintenance and enhancement;
- (d) to promote the economic and community services success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects;
- (e) to act in the interests of lifesaving and the Members;
- (f) where the Association considers or is advised that a Member has allegedly:
  - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the By Laws, or any resolution or determination of the Association; or
  - (ii) acted in a manner prejudicial to the Objects and interests of the Association and/or lifesaving; or
  - (iii) brought the Association, any Life Saving Club or lifesaving into disrepute;

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

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

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The Association shall provide to LSV a copy of its Constitution and all amendments to this document.

## **PART II – MEMBERSHIP**

### **8. MEMBERSHIP OF ASSOCIATION**

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

The Association must have at least five Members.

#### **8.2 Categories of Member**

- (a) The categories of Members of the Association shall be determined by the Board in the By Laws of the Association from time to time.
- (b) Any new category of Members determined by the Board in accordance with rule 8.2(a) comes into effect subject to the approval of that category by the Members at a General Meeting.

#### **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 the Association, from the applicant or its nominated representative and lodged with the Association; and
- (b) accompanied by the appropriate fee, if any.

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

- (a) The Association may accept or reject an application whether the applicant has complied with the requirements in rule 8.3 or not, and shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Association accepts an application the applicant shall, subject to notification to LSV, become a Member.
- (c) Membership of the Association shall be deemed to commence upon acceptance of the application by the Association. The Register shall be updated accordingly as soon as practicable.
- (d) If the Association rejects an application, it shall refund any fees forwarded with the application, and the application shall be deemed rejected by the Association. No reasons for rejection need be given.

#### **8.5 Renewal of membership**

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

#### **8.6 Membership Transitional Arrangements**

Notwithstanding any other rule of this Constitution, the transitional arrangements set out at rule 26 shall apply to the continuation of membership from the date of adoption of this Constitution.

#### **8.7 Life Members**

- (a) Any current Member, with not less than 10 years' service with the Association may (in writing, to the Board), with the support of five other Members, recommend that any natural person who is a current Member and who has rendered, not less than, in aggregate, ten years (including non-concurrent years) of service to the Association and lifesaving in Mornington, Victoria be appointed as a Life Member (**Life Member Nomination**).
- (b) The Board must consider any Life Member Nominations that it receives at the next Board meeting following the date on which the Life Member Nomination was received by it, and must provide its final decision (which it can make at its sole and absolute discretion), with respect to whether or not a nomination is accepted or rejected (in writing to the nominating party and the nominee), within 10 Business Days of the date of its meeting.
- (c) Any person who is nominated as a Life Member must either accept or decline Life Membership within five Business Days of the receipt of a notice from the Board stating that they have been accepted as a Life Member. A late acceptance or failure to provide a response will be deemed as a rejection of the relevant status by the nominee.
- (d) Upon appointment as a Life Member, a person shall remain a Life Member unless they cease to be a Life Member or a Member for any reason including pursuant to the provisions of rule 11.

## **8.8 Effect of Membership**

- (a) Members acknowledge and agree that:
  - (i) this Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution, the By Laws and the Regulations;
  - (ii) they shall comply with and observe this Constitution and the Regulations;
  - (iii) by submitting to this Constitution and the Regulations they are subject to the jurisdiction of the Association;
  - (iv) this Constitution and Regulations are necessary and reasonable for promoting the Objects of the Association; and
  - (v) they are entitled to all benefits, advantages, privileges and services of their membership as determined by the Board.
- (b) Members may by virtue of membership of the Association and subject to this Constitution:
  - (i) express in writing or otherwise their views and opinions in any meeting in respect of which they are entitled to participate in accordance with this Constitution;
  - (ii) make proposals or submissions to the Board;
  - (iii) engage and participate in any activity approved, sponsored or recognised by the Association; and
  - (iv) conduct any activity approved by the Association.
- (c) A right, privilege or obligation of a person by reason of their membership of the Association:
  - (i) is not capable of being transferred or transmitted to another person; and
  - (ii) terminates upon the cessation of membership whether by death, resignation or otherwise.

## **8.9 Liability of Members**

The liability of the Members of the Association is limited.

## **9. SUBSCRIPTIONS AND FEES**

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- (a) The Annual Subscriptions and any other fees payable by Members or categories of Members to the Association, the benefits which apply, the time for, and manner of payment, shall be determined by the Board from time to time.
- (b) The Board is empowered to prevent any Member whose Annual Subscription or any other fees are in arrears from exercising the whole or any of the rights

or privileges of membership of the Association, including but not limited to the right to vote at General Meetings.

## **10. REGISTERS**

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### **10.1 Association to Keep Register of Members**

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

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

### **10.2 Changes to Member details**

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

### **10.3 Inspection of Register**

Inspection of the Register will only be available as required by the Act and in accordance with rule 38(b).

### **10.4 Use of Register**

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

### **10.5 Right of LSV to Register**

The Association may, subject to its confidentiality obligations, privacy laws and other relevant laws, provide a copy of the Register at a time and in a form acceptable to LSV, including regular updates of the Register to LSV.

## **11. DISCONTINUANCE OF MEMBERSHIP**

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### **11.1 Discontinuance by Notice of Resignation**

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

### **11.2 Discontinuance by Breach**

- (a) Membership of the Association 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 Association, failure to comply with the By

Laws or any resolution or determination made or passed by the Board or any duly authorised committee.

- (b) Membership shall not be discontinued by the Board under rule 11.2(a) without the Board first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the Board's view to adequately explain or remedy the breach, that Member's membership shall be discontinued under rule 11.2(a) by the Association giving written notice of the discontinuance.

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

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

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

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

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

### **11.6 Forfeiture of Rights**

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

### **11.7 Membership may be reinstated**

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

## **11.8 Refund of Membership Fees**

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

## **12. GRIEVANCES, JUDICIAL AND DISCIPLINE**

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- (a) The Board may from time to time set a grievances, judicial and discipline policy for the Association in the By Laws.
- (b) If the relevant dispute grievance or issue remains unresolved after following the Association's grievances, judicial and discipline policy, the relevant issue must be referred to the SLSA for resolution in accordance with the SLSA Grievances, Judicial and Discipline Regulations as amended from time to time.

## **PART III - GENERAL MEETINGS**

### **13. ANNUAL GENERAL MEETINGS**

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#### **13.1 Annual General Meeting to be Held**

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

#### **13.2 Business**

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

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



### **13.3 Additional Meetings**

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

## **14. SPECIAL GENERAL MEETINGS**

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

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

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

- (a) The Secretary shall, on the requisition in writing of the lesser of:
  - (i) 30 voting Members; or
  - (ii) 5% of voting Members,convene a Special General Meeting.
- (b) The requisition for a Special General Meeting shall state the object(s) of the meeting, shall list the names of the Members making the requisition and be sent to the Association.
- (c) If the Board does not cause a Special General Meeting to be held within one month after the date on which the requisition is sent to the Association, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than three months after that date.
- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board.

## **15. GENERAL MEETINGS**

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### **15.1 Notice to be given for General Meetings**

- (a) Notice of every General Meeting shall be made by advertisement in the Mornington Peninsula Leader and sent to every Member by email or by other digital means. The auditor (if any) and Directors shall also be entitled to notice of every General Meeting, which shall be sent to their last notified address. No other person shall be entitled as of right to receive notices of General Meetings.
- (b) A notice of a General Meeting shall be in writing and shall specify the time, date and place of the meeting and shall state the business to be transacted at the meeting. Notice may be given in any form permitted under rule 32.
- (c) At least 21 days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
  - (i) the agenda for the meeting;

- (ii) any nominations for candidates to be elected to the Board received in accordance with rule 19.1;
- (iii) any notice of motion received from Members in accordance with rule 15.2(b); and
- (iv) forms of authority in blank for proxy votes (if proxy votes are permitted).

## **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 30 day's notice in writing of that business to the Association which shall include that business in a notice calling the next General Meeting after the receipt of the notice.

## **15.3 Quorum**

- (a) 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 of the Association shall be the lesser of:
  - (i) 5% of voting Members represented personally; or
  - (ii) 30 voting Members represented personally.
- (b) 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;
    - (C) 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 rule 15.5(b) it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

## **16. VOTING AT GENERAL MEETINGS**

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

- (a) Each Member entitled to vote as set out in rule 8 shall have one vote at General Meetings which, subject to this Constitution, shall be exercised by him or his validly appointed proxy (if proxies are allowed). The Directors shall have the right to attend and debate, and vote, at General Meetings.

### **16.2 Voting Procedure**

- (a) A member is not entitled to vote at any Annual or Special General Meeting unless all monies due and payable by a member to the club have been paid including the Annual Subscription payable in respect of the relevant Financial Year.
- (b) Subject to this rule 16, votes at a General Meeting shall be given in person by those present and entitled to vote.
- (c) Subject to rule 16.3, all questions arising at a General Meeting shall be determined on a show of hands.

### **16.3 Recording of Determinations**

Unless a poll is demanded under rule 16.3, a declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Association shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

### **16.4 Where Poll Demanded**

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

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

If a poll is duly demanded under this rule 16.3, it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairperson directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

## **16.5 Casting Vote**

Where voting at General Meetings is equal the chairperson may exercise a casting vote.

## **16.6 Proxy and Postal Voting**

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

## **17. MINUTES OF GENERAL MEETINGS**

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

## **PART IV – BOARD**

### **18. BOARD**

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#### **18.1 Powers of Board**

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

#### **18.2 Composition of Board**

The Board shall comprise:

- (a) the Executive Board Members; and
- (b) six other Directors;

who must all be individual Members and who shall be elected under rule 19.

### **18.3 Additional Directors**

The Members may, at a General Meeting, increase or decrease the number of Directors on the Board.

### **18.4 Portfolios**

- (a) The positions of the Executive Board Members shall be appointed by the Members at a General Meeting.
- (b) Directors may be re-appointed to any portfolio.
- (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.

### **18.5 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.

### **18.6 Appointment of Delegate**

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

### **18.7 Transitional Arrangements**

Notwithstanding any other rule of this Constitution, the transitional arrangements set out at rule 26.3 shall apply from the date of adoption of this Constitution.

### **18.8 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**

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### **19.1 Nominations of Candidates**

- (a) The Association shall call for nominations for candidates to be elected to the Board not less than 42 days prior to the Annual General Meeting. When calling for nominations the Association shall also provide details of the necessary qualifications and job description for the positions (if any). Qualifications and job descriptions shall be as determined by the Board from time to time.
- (b) Candidates must:
  - (i) be aged 18 years or over; and
  - (ii) reside in Australia.
- (c) Nominations of candidates for election as Directors shall be:
  - (i) made in writing, 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 Association not less than 30 days before the date fixed for the holding of the Annual General Meeting.

The Association shall send the nominations to the Members entitled to receive notice in accordance with rule 15.1.

- (d) If insufficient nominations are received to fill all available vacancies on the Board:
  - (i) the candidates nominated shall, subject to declaration by the chairperson, be deemed to be elected; and
  - (ii) the 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 Voting procedures**

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

## **20. VACANCY ON THE BOARD**

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

## **20.2 Removal of Director**

- (a) The Association in a General Meeting may by Special Resolution remove any Director, before the expiration of their term of office and appoint another Member in their place to hold office until the expiration of the term of the first mentioned Director.
- (b) Where the Director to whom a proposed resolution referred to in rule 20.2(a) makes representations in writing to the President or 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 Executive Board 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**

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### **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 rule 21.2, not less than seven days written notice of Board meeting shall be given to each Director.
- (c) Written notice of each Board meeting, specifying the general nature of the time, date and place of the Board meeting and the business to be transacted, shall be served on each Director by:
  - (i) delivering it to that Director personally;
  - (ii) sending it in writing, by facsimile or other means of electronic communication (subject to receiving appropriate confirmation that the notice has been effectively dispatched);in accordance with the Director's last notified contact details.
- (d) Notice may be given of more than one Board meeting at the same time.

### **21.2 Urgent Board Meetings**

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

### **21.3 Quorum**

- (a) At meetings of the Board the number of Directors whose presence is required to constitute a quorum is a majority of the Directors.
- (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.
- (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 rule 21.4(f)(i) from being satisfied by that number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this rule to be held then the meeting shall be suspended until rule 21.4(f)(i) is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption the meeting shall be deemed to have terminated; and
  - (iv) any meeting held where one or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Director is there present and if no Director is there present the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

## **21.5 Leave of absence**

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

## **21.6 Observing a Board meeting**

A Member is entitled to attend, observe and speak at a meeting of the Board, subject to the following:

- (a) that Member making a written request to the Board to attend the relevant meeting at least two Business Days prior to the date of the meeting; and
- (b) the request being approved by any two current members of the Board at least one of which must be an Executive Board Member.

## **22. DIRECTOR'S INTEREST**

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### **22.1 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) This rule 22.1 does not apply to a material personal interest that:
  - (i) exists only because the Director belongs to a class of persons for whose benefit the Association is established; or
  - (ii) that the Director has in common with all, or a substantial proportion of the Members.
- (d) A general notice that a Director is to be regarded as having a material personal interest in a matter being considered is sufficient declaration for such Director and the said matter. After such general notice it is not necessary for such Director to give a special notice relating to the said matter.
- (e) It is the duty of the Secretary to record in the minutes any declaration made or any general notice as aforesaid given by a Director in accordance with this rule 22.1

### **22.2 Financial Interest**

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

except with express resolution of approval of the Board.

- (b) Any contract or arrangement in which any Director is in any way interested which is entered into by or on behalf of the Association without the approval of the Board, will be voided for such reason.
- (c) The nature of the financial interest of such Director must be declared by the Director at the meeting of the Board at which the contract or arrangement is first taken into consideration if the interest then exists, or in any other case at the first meeting of the Board after the acquisition of the interest.
- (d) A general notice that a Director is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under rule 22.1(d) for such Director and the said transactions. After such general notice it is not necessary for such Director to give a special notice relating to any particular transaction with that firm or company.
- (e) It is the duty of the Secretary to record in the minutes any declaration made or any general notice as aforesaid given by a Director in accordance with rule 22.1.

### **22.3 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.

## **23. DELEGATED POWERS**

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### **23.1 Board May Delegate Functions**

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

### **23.2 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.

### **23.3 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.

### **23.4 Working Groups**

- (a) As set out in rule 23.1, the Board may establish and delegate any of its functions, powers or duties (except this power to delegate) to such working groups or committees as it thinks fit. The Board may recall or revoke any such delegation or appointment and may amend or repeal any decision made by such working groups or committee.
- (b) The Board may establish an unrestricted number of Working Groups.
- (c) The Board shall determine in writing the duties and powers afforded to any working group or committee and the working group or committee shall, in the exercise of such delegated powers, conform to any directions or By Laws that may be prescribed by the Board.
- (d) A Director shall be an ex-officio member of any working group or committee so appointed.

## **24. DUTIES**

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### **24.1 General Duties**

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

### **24.2 Secretary**

- (a) The secretary must give the registrar notice of their appointment within 14 days after the appointment.
- (b) If the position of secretary becomes vacant, the Board must appoint a person to the position within 14 days after the vacancy arises.

### **24.3 Financial Duties**

- (a) The Board must:
  - (i) receive all moneys paid to or received by the Association and issue receipts for those moneys in the name of the Association; and
  - (ii) ensure that all moneys received are paid into the account of the Association within 5 working days after receipt;
  - (iii) make any payments authorised by the Association or by a General Meeting of the Association from the Association's funds;
  - (iv) ensure that the financial records of the Association are kept in accordance with the Act;
  - (v) coordinate the preparation of the financial statements of the Association and their submission to the Annual General Meeting of the Association;
  - (vi) ensure that at least two Directors have access to the accounts and financial records of the Association; and
  - (vii) keep in their custody or under their control:
    - (A) the financial records for the current financial year; and
    - (B) any other financial records as authorised by the Board.
- (b) The Board may allocate responsibility for the financial duties described at rule 24.3(a) to a portfolio or Director in accordance with rule 18.4(c).
- (c) The Board may make rules with respect to the management of the finances of the Association in the By Laws of the Association from time to time.

### **25. MINUTES OF BOARD MEETINGS**

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- (a) The Board must ensure that minutes are taken and kept of each Board meeting.
- (b) As a minimum, the minutes must record:
  - (i) the business considered at the meeting;
  - (ii) any resolution on which a vote is taken and the result of the vote; and
  - (iii) any interest declared under rules 22.1 or 22.2.
- (c) The minutes of each Board meeting must be approved by the Board at the next meeting of the Board.

## **PART V – MISCELLANEOUS**

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### **26. BY LAWS**

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#### **26.1 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 Association, the advancement of the Objects and lifesaving in Mornington, Victoria as it thinks necessary or desirable. Such By Laws must be consistent with the Constitution.

#### **26.2 By Laws Binding**

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

#### **26.3 By Law Transitional Arrangements**

Notwithstanding any other rule of this Constitution, the transitional arrangements set out at rule 27(c) shall apply from the date of adoption of this Constitution.

#### **26.4 Notices Binding on Members**

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

### **27. TRANSITIONAL ARRANGEMENTS**

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- (a) Notwithstanding any other Rule of this Constitution, the transitional arrangements set out in this rule 27 shall apply from the date of adoption of this Constitution.
- (b) The members of the governing or managing body (by whatever name it is called) of the Association in place immediately prior to approval of this Constitution under the Act shall continue in those positions until the next 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 Association in force at the date of the approval of this Constitution insofar as such clauses, rules, By Laws and regulations are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be By Laws under this rule 27.
- (d) All individuals who are, prior to the approval of this Constitution, Members of the Association shall be deemed Members of the Association from the time of approval of this Constitution under the Act. All such Members shall provide the Association with such details as may be required by the Association under this Constitution within one month of the approval of this Constitution under the Act.

## **28. FUNDS, RECORDS AND ACCOUNTS**

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### **28.1 Sources of Funds**

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

### **28.2 Management of funds**

- (a) The Association must open an account with a financial institution from which all expenditure of the Association is made and into which all of the Association's revenue is deposited.
- (b) The Board may authorise one Director to expend funds on behalf of the Association up to a specified limit without requiring approval from the Board for each item on which the funds are expended. This may be as a part of a designated portfolio in accordance with rule 18.4(c).
- (c) All funds of the Association must be deposited into the financial account of the Association no later than five working days after the receipt.
- (d) With the approval of the Board, one Director may maintain a cash float provided that all money paid from or paid into the float is accurately recorded at the time of the transaction. This may be as a part of a designated portfolio in accordance with rule 18.4(c).

### **28.3 Association to Keep Records**

- (a) The Association shall establish and maintain, in accordance with the Act and this Constitution, proper accounting and other records and minutes concerning all transactions, business, meetings and dealings of the Association and the Board. These records and minutes shall be produce as appropriate at each Board or General Meeting.
- (b) All records and minutes kept in accordance with rule 28.3(a) shall be kept in the care and control of the Board.

### **28.4 Board to Submit Accounts**

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

### **28.5 Accounts Conclusive**

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

### **28.6 Accounts to be Sent to Members**

The Board shall make available a copy of the statements of account, the Board's report, the auditor's report (if any) and every other document required under the Act (if any) at the Annual General Meeting, or upon written request to the Board by a voting Member.

## **29. APPLICATION OF INCOME**

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- (a) The income and property of the Association shall be applied solely towards the promotion of the purposes of the Association as set out in this Constitution.
- (b) No portion of the income or property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member.
- (c) Nothing in this rule 29 shall preclude payment to a Member in good faith for expenses incurred or services rendered, including, but not limited to:
  - (i) any services actually rendered to the Association whether as an employee or otherwise;
  - (ii) goods supplied to the Association in the ordinary and usual course of operation;
  - (iii) interest on money borrowed from any Member;
  - (iv) rent for premises demised or let by any Member to the Association; or
  - (v) any out-of-pocket expenses incurred by the Member on behalf of the Association,

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

## **30. NEGOTIABLE INSTRUMENTS**

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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.

## **31. AUDITOR**

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

## **32. SERVICE OF NOTICES**

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- (a) Notices may be given to any person entitled under this Constitution to receive any notice by sending the notice by post or facsimile transmission or where available, by electronic mail, to the Member's registered address or facsimile number or electronic mail address.



- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected at the time the letter would have been delivered in the ordinary course of post.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- (d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected by upon receipt of a confirmation report confirming the electronic mail message was received at the electronic mail address to which it was sent.

### **33. COMMON SEAL**

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

### **34. REGISTERED ADDRESS**

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The registered address of the Association is:

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

### **35. ALTERATION OF CONSTITUTION**

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The Constitution of the Association 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).

### **36. INDEMNITY**

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- (a) Every Director, officer, auditor, manager, employee or agent of the Association shall be indemnified out of the property or assets of the Association against any liability incurred by him/her in his/her capacity as Director, officer, auditor, manager, employee or agent in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in relation to any such proceedings in which relief is, under the Act, granted to him by the Court.
- (b) The Association shall indemnify its Directors, officers, managers and employees against all damages and costs (including legal costs) for which any such Director, officer, manager or employee may be or become liable to third party in consequence of any act or omission except wilful misconduct:

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

### **37. DISSOLUTION**

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- (a) The Association may be wound up voluntarily by Special Resolution.
- (b) In the event of the Association being wound up, the liability of the Member shall be limited to any outstanding monies due and payable to the Association, including the amount of the Annual Subscription payable in respect of the current Financial Year. No other amount shall be payable by the Member.
- (c) If upon winding up or dissolution of the Association 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 Association 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 Victoria or other Court as may have or acquire jurisdiction in the matter.

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

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- (a) Except as otherwise provided in this Constitution, the Board shall designate a Director to keep in his or her custody or control all books, minutes, documents and securities of the Association.
- (b) If requested by a Member, the Board must permit such Member to inspect:
  - (i) the rules of the Association;
  - (ii) the minutes of each General Meeting.
- (c) Upon written request and payment of a fee determined by the Board from time to time, a Member may obtain a copy of the documents listed at rule 38(b).
- (d) If requested by a Member and subject to the Act, the Board must permit such Member to inspect the register of members.
- (e) Subject to the Act and rules 38(b) and 38(d), no Member is entitled to inspect the financial records, accounts, books, securities, minutes of Board meetings or other Relevant Documents of the Association, unless authorised in writing by the Board. Any inspection must occur on the terms and conditions set out by the Board from time to time and a Member is not entitled to take copy of any documents they inspect.
- (f) The Board may not authorise access to any minutes of the Board meetings if the content of the relevant minutes have not been approved by the Board in accordance with rule 25(c).

# By Laws

## Mornington Life Saving & Swimming & Youth & Social Club Inc (Club)

The following laws have been approved and adopted by the Club in accordance with rule 26 of the Club's constitution.

### 1. *Membership categories and rights*

Membership classification	Eligibility, rights and obligations
Full Member	<p>Any person who is 16 years of age or over on the first day of December in the relevant Financial Year is eligible to be a Full Member.</p> <p>A Full Member has the right to cast one vote at any meeting of Members.</p>
Junior Member	<p>Any person who is under the age of 16 on the first day of December in the relevant Financial Year is eligible to be a Junior Member.</p> <p>A Junior Member does not have a right to cast a vote at any meeting of Members.</p>
Family Member	<p>Any person and his or her partner and any of their children who is:</p> <p>(a) under the age of 16 on the first day of December in the relevant Financial Year; or</p> <p>(b) under the age of 21 on the first day of December in the relevant Financial Year, but who is undertaking full time study,</p> <p>are together eligible to be a Family Member.</p> <p>A Family Member has the right to cast two votes at any meeting of Members (regardless of the number of individuals that form part of the 'family'), and the votes may be cast together or separately by the persons who are 16 years of age or over on the first day of December in the relevant Financial Year, and named first on the Register.</p>
Life Member	<p>A Life Member, is not required to any Annual Subscription to the Association.</p> <p>A Life Member has the right to cast one vote at any meeting of Members.</p>
Associate Member	<p>Any child of a current Life Member who is:</p> <p>(a) under the age of 16 on the first day of December in the relevant Financial Year; or</p> <p>(b) under the age of 21 on the first day of December in the relevant Financial Year, but who is undertaking full time study,</p> <p>is eligible to be an Associate Member.</p> <p>An Associate Member is not required to any Annual Subscription to the Association.</p> <p>An Associated Member does not have the right to cast one vote at any meeting of Members.</p>

### 2. *Grievances and Discipline Policy*

- (a) Any disputes that arise between nippers or nipper parents in an age group are to be resolved by the age manager for that age group in the first instance.

- (b) Any disputes that arise between a nipper/ nipper parent/senior parent and an age manager, or an unresolved nipper or nipper parent dispute pursuant to paragraph (a) above, are to be resolved by a nipper or senior captain. By request, a nipper captain may have this dispute resolved by the Grievance Committee.
- (c) Any unresolved disputes pursuant to item paragraph (b) above, or disputes between a nipper, nipper/senior parent or age manager with a nipper or senior captain, are to be resolved by the Grievance Committee.
- (d) Any unresolved disputes pursuant to paragraph (c) above, or disputes as between patrollers, boaties, Life Members or Members not involved in nippers or seniors are to be resolved by the Board.
- (e) Any disciplinary procedures which are suggested by a Member or the Grievance Committee overseeing a dispute must be approved by the Board.

For the purpose of this section 2:

**Grievance Committee** is to consist of at least 5 voting Members, with each Member not having less than 2 years' service to the Association, consisting of:

- (a) any ex-nipper captains; or
- (b) any senior members not a party to the grievance dispute who hold a leadership position in the Association or have been a member of the Board; and
- (c) at least one Executive Board Member.

### **3. Finance of the Association**

- (a) Subject to paragraph (b) (below), the Executive Board Members are the only Directors authorised to make payments or sign cheques on behalf of the Association.
- (b) Despite anything to the contrary, two persons who are immediately related to each other (i.e. husband/wife/partners, parents/children or siblings) may not together authorise any payments or sign any cheques on behalf of the Association.
- (c) All Board members have the right to access banking and financial information of the Association by request to the Executive Board Members.

### **4. Code of Conduct and Clubroom Rules (Card Access)**

The Code of Conduct and the Clubroom Rules (Card Access) form part of the Association's By Laws and may be amended by the Board from time to time.