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Constitution

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DALYELLUP BEACH SURF LIFE SAVING CLUB (INC)

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1. NAME OF THE CLUB

The name of the incorporated association is Dalyellup Beach Surf Life Saving Club Inc. (**Club**).

2. DEFINITIONS AND INTERPRETATIONS

2.1 Definitions

In this Constitution unless the context requires otherwise:

Act means the *Associations Incorporation Act 2015* (WA).

Active Member means a member who:

a) is registered with the Club;

b) has paid the annual active member fees for the current membership year with the Club;

c) is a Bronze Medallion holder;

d) fulfils patrol and Club obligations, as provided by SLSA, SLSWA and this constitution; and

e) qualifies in an annual proficiency test unless the member has obtained their Bronze Medallion in that season.

AGM or **Annual General Meeting** means the annual General Meeting of the Club required to be held by the Club in each calendar year.

Annual Subscription means the annual fees payable by each category of Member in advance as determined by the Board under **clause 9(a)**.

Appointed Director means a Director appointed under **clause 19**.

Board or **Directors** means the body consisting of the Directors under **clause 17.1**.

By-Laws mean a by-law made under **clause 25**.

Chair means the person elected under **clause 22.6**.

Committee means a committee established by the Board under **clause 24**.

Constitution means this Constitution as amended from time to time, and a reference to a particular clause is a reference to a clause of this Constitution.

Director means a director of the Club and includes Elected Directors and Appointed Directors.

Elected Director means a Director of the Club elected under **clause 18**.

Financial Year means the year commencing 1 July in any calendar year.

General Meeting means a general meeting of Members and includes the AGM and any Special General Meeting.

ILS means the international federation for Life Saving – the International Life Saving Federation.

Intellectual Property means all rights subsisting in copyright, business names, names, trade marks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Club or any activity of or conducted, promoted or administered by the Club.

Junior Member means a registered Member of the Club who is younger than 18 years of age.

Life Member means a Member admitted to the Club under **clause 7.3**.

Local Area means the geographical area in which the Club operates as determined by SLSWA.

Member means a member of the Club under **clause 7**.

Objects mean the objects of the Club in **clause 3.1**.

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

Senior Member means a member who:

a) is registered with the Club;

b) has paid the annual senior member fees for the current membership year with the Club;

c) has a minimum of a Senior First Aid Certificate; and

d) fulfils a minimum of ten hours of Club obligations throughout the season or such alternative service at the discretion of the Board.

Social Member means a member who:

a) is registered with the Club;

b) has paid the annual social member fees for the current membership year with the Club; but

c) is not an Active Member, Life Member or Junior Member.

Special General Meeting means a General Meeting other than an Annual General Meeting.

Special Resolution has the same meaning as that given to it in the Act.

SLSA means Surf Life Saving Australia Limited, the national sporting organisation for Surf Life Saving in Australia.

SLSWA means Surf Life Saving Western Australia Incorporated, the State Centre for Surf Life Saving in Western Australia.

Voting Member means those Members of the Club entitled to vote in General Meeting as set out under **clause 7.2**.

2.2 Interpretation

In this Constitution unless the context requires otherwise:

(a) a reference to a function includes a reference to a power, authority and duty;

(b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;

(c) words importing the singular include the plural and vice versa;

(d) words importing any gender include the other genders;

(e) references to persons include corporations 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 replacements of any of them (whether of the same or any legislative authority having jurisdiction); and

(h) a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

2.3 Severance

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

2.4 The Act

(a) In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act.

(b) The model rules created under the Act are displaced by this Constitution and accordingly do not apply to the Club.

3. OBJECTS

3.1 Objects

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

(a) provide for the encouragement, conduct, promotion and administration of surf lifesaving in Western Australia in consultation with SLSWA;

(b) participate as a member of SLSWA so surf lifesaving can be conducted, encouraged, promoted, advanced and administered throughout the Local Area;

(c) affiliate and otherwise liaise with the SLSWA, SLSA and ILS;

(d) encourage, conduct, promote, advance and control surf lifesaving, its many aspects devoted to aquatic safety and management and the preservation of life in the aquatic environment;

(e) co-operate with SLSWA in the conduct of research and development of improvements in surf lifesaving and surf lifesaving equipment and in all ways to improve and safeguard the use of the aquatic environment;

(f) use and protect the Intellectual Property;

(g) promote the involvement and importance of surf lifesaving standards, techniques, awards and education to bodies involved in surf lifesaving;

(h) strive for and maintain government, commercial and public recognition of the Club as the authority on surf lifesaving in the Local Area;

(i) recognise and comply with as may be necessary for the management and control of surf lifesaving and related activities and the preservation of life in the aquatic environment;

(j) pursue through itself or others such commercial arrangement, including sponsorship and marketing opportunities, as are appropriate to the purposes of the Club in the Local Area;

(k) having regard to these purposes, foster, regulate, organise and manage examinations, competitions, displays and other activities and to issue badges, medallions and certificates and award trophies to successful Members;

(l) ensure that environmental considerations are taken into account in all surf lifesaving and related activities conducted by the Club;

(m) promote the health and safety of Members and all other users of the aquatic environment;

(n) act as arbiter on matters pertaining to the conduct of surf lifesaving in the Local Area, including disciplinary matters, and refer matters to SLSWA as appropriate;

(o) adopt and implement appropriate policies, including in relation to equal opportunity, equity, drugs in sport, health, safety, junior and senior programs, infectious diseases and such other matters as arise from time to time as issues to be addressed in surf lifesaving,

(p) represent the interests of its Members and of surf lifesaving generally in any appropriate forum;

(q) have regard to the public interest in its operations;

(r) encourage Members to realise their potential and athletic abilities by extending to them the opportunity of education and participation in surf lifesaving competition and to award trophies and rewards to successful competitors;

(s) encourage and promote performance enhancing drug free competition;

(t) 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;

(u) give, and where appropriate seek, recognition for Members to obtain awards or public recognition in fields of endeavour other than surf lifesaving;

(v) seek and obtain improved facilities for the enjoyment of the aquatic environment;

(w) promote uniformity of laws for the control and regulation of the aquatic environment;

(x) effect such purposes as may be necessary in the interest of surf lifesaving and the aquatic environment; and

(y) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

4. POWERS OF THE CLUB

Solely for furthering the Objects, the Club, in addition to any other powers it has under the Act, has the legal capacity and powers of a company limited by guarantee as set out under section 124 of the *Corporations Act 2001* (Cth).

5. INCOME AND PROPERTY OF THE CLUB

5.1 Sole Purpose

The income and property of the Club must be applied solely towards the promotion of the Objects of the Club.

5.2 Payments to Members

No part of the income or property of the Club may be paid or otherwise distributed, directly or indirectly, to any Member except for payments to a Member in good faith in the promotion of the Objects as follows:

(a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Club; or

(b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent; or

(c) of reasonable rent for premises let by them to the Club.

6. STATUS AND COMPLIANCE OF CLUB

6.1 Recognition of Club

The Club is a member of SLSWA and as such a member of SLSA and is recognised by SLSWA as the entity responsible for the delivery of surf lifesaving in the Local Area and is subject to compliance with the SLSWA constitution. The SLSWA constitution shall continue to be so recognised and the Club shall administer surf lifesaving in the Local Area in accordance with the Objects and the objects of SLSWA.

6.2 Constitution of the Club

This Constitution will clearly reflect the objects of SLSWA and SLSA and will conform to the constitution of SLSWA, subject always to the Act.

6.3 SLSWA

The Club must not resign, disaffiliate or otherwise seek to withdraw from SLSWA without approval by Special Resolution.

6.4 Amendment of the Constitution

No addition, alteration or amendment shall be made to this Constitution unless the same has been approved:

(a) by SLSWA acting in good faith prior to the relevant General Meeting of the Club; and

(b) by Special Resolution of the Club.

6.5 Constitutional Amendment Notification

(a) Within one (1) month of the passing of a Special Resolution to amend the Constitution, the Board shall provide to the Commissioner of the Department of Commerce certified particulars of the change. No effect will be given to the change without prior approval of the Commissioner.

(b) The Directors of the Board must notify the Australian Taxation Office of any alterations made to the Constitution which will affect the Club's entitlement for endorsement.

7. MEMBERSHIP

7.1 Minimum number of Members

The Club must have at least 6 Voting Members.

7.2 Categories of Members

The Members of the Club shall consist of:

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

(b) Active Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, debate and vote at General Meetings;

(c) Senior Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, debate and vote at General Meetings;

(d) Junior Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present and debate but not vote at General Meetings;

(e) Social Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present but not debate and not vote at General Meetings; and

(f) such new or other categories of Members as may be established by the Board. Any new category of Member established by the Board cannot be granted voting rights without the approval of the Club in General Meeting.

7.3 Life Members

(a) The Board may recommend to the Annual General Meeting that any natural person who has rendered distinguished service to the Club be appointed as a Life Member.

(b) A resolution of the Annual General Meeting to confer Life Membership (subject to **clause 7.3(c)**) on the recommendation of the Board must be a Special Resolution.

(c) A person must accept or reject the Club's resolution to confer Life Membership in writing. Upon written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member.

(d) At the time of adoption of this Constitution, the Life Members of the Club shall be those persons currently recognised by the Club as Life Members.

7.4 Application for Membership

(a) Subject to this Constitution, to be eligible for membership as a Member, except as a Life Member which is governed by **clause 7.3**, the applicant must be a natural person and meet any other criteria set by the Board from time to time.

(b) Subject to this Constitution or any procedures set by the Board from time to time, an application for membership as a Member except a Life Member must be:

(i) in writing on the form prescribed from time to time by the Board (if any), from the applicant or their nominated representative and lodged with the Club; and

(ii) accompanied by the appropriate fee (if any).

7.5 Discretion to Accept or Reject Application

(a) The Board may accept or reject an application, irrespective of whether:

(i) the applicant is a new applicant making an application under **clause 7.4** or an expiring Member reapplying under **clause 7.6**; or

(ii) the applicant has complied with the requirements in **clause 7.4** or not.

The Board is not required or compelled to provide any reason for such acceptance or rejection.

(b) Where the Board accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Board. The Register shall be amended accordingly as soon as practicable.

(c) Where the Board rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Club.

(d) There is no right of appeal where the Board rejects an application for membership, whether a new application or a renewal application.

7.6 Renewal of Membership

(a) Membership of the Club (other than Life Membership) expires annually at the conclusion of each Financial Year.

(b) Members (other than Life Members) must reapply for membership of the Club each Financial Year and in accordance with the procedures set down by the Board from time to time.

(c) The Board may accept or reject a reapplication for membership in accordance with **clause 7.5**.

(d) Upon reapplication a Member must provide details of any change in their personal details, and any other information reasonably required by the Board.

7.7 Deemed Membership

(a) All persons who are, prior to the approval of this Constitution under the Act, Members of the Club shall be deemed Members from the time of approval of this Constitution under the Act.

(b) Any Members of the Club, prior to approval of this Constitution under the Act, who are not deemed Members under **clause 7.7(a)** shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

7.8 General

(a) No Member whose membership ceases has any claim against the Club or the Directors for damages or otherwise arising from cessation or termination of membership.

(b) Membership is personal to each Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.

(c) Members must treat all staff, contractors and representatives of the Club and all other Members with respect and courtesy at all times.

(d) Members must not act in a manner unbecoming of a Member or prejudicial to the Objects and/or interests of the Club, SLSWA or surf lifesaving.

7.9 Limited Liability

Members have no liability except as set out in **clause 30.1(b)**.

8. EFFECT OF MEMBERSHIP

(a) Members acknowledge and agree that:

(i) this Constitution constitutes a contract between each of them and the Club and that they are bound by this Constitution, the By-Laws, the SLSWA constitution and the SLSA constitution and regulations;

(ii) they shall comply with and observe this Constitution, the By-Laws and the SLSWA constitution, the SLSA constitution and any determination, resolution or policy which may be made or passed by the Board or any duly authorised committee;

(iii) by submitting to this Constitution and the By-Laws they are subject to the jurisdiction of the Club;

(iv) this Constitution is made in pursuit of a common purpose, namely for the mutual and collective benefit of the Club, the Members and surf lifesaving;

(v) this Constitution and By-Laws are necessary and reasonable for promoting the Objects and particularly the advancement and protection of the Sport;

(vi) neither membership of the Club nor this Constitution gives rise to:

(A) any proprietary right of Members in, to or over the Club or its property or assets;

(B) any automatic right of a Member to renewal of their membership of the Club;

(C) subject to the Act and the Club acting in good faith, the right of Members to natural justice unless expressly provided for in this Constitution; and

(vii) they are entitled to all benefits, advantages, privileges and services of Club membership.

9. FEES AND SUBSCRIPTIONS

(a) The Directors must determine from time to time:

(i) the amount (if any) payable by an applicant for membership;

(ii) the amount of the annual membership fee payable by each Member, or any category of Members;

(iii) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and

(iv) the payment method and due date for payment.

(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 Club, including but not limited to the right to vote at General Meetings.

10. REGISTERS

10.1 Club to Keep Register

The Club shall keep and maintain a Register in accordance with the Act in which shall be entered (as a minimum):

(a) the full name, one or more of the residential or postal or email address, category of membership, and date of entry of each Member including Life Members;

(b) the full name, one or more of the residential or postal or email address and date of entry to office of each Director, person who is authorised to use the common seal of the Club and any person appointed to act as trustee on behalf of the Club; and

(c) where applicable, the date of termination of membership of any Member.

Members, Directors and any person referenced in this **clause 10.1** shall provide notice of any change and required details to the Club within 28 days of such change.

10.2 Inspection of Register

(a) Having regard to the Act and subject to this **clause 10.2**, the Register shall be available for inspection and copying by Members, upon reasonable request to the Board. A Member may also in writing request the Board provide the Member with a copy of the Register.

(b) Where a Member wishes to copy, or wishes to receive a copy, of the Register, the Member must first provide to the Board a statutory declaration setting out the purpose for which the copy is required and declaring the purpose is connected with the affairs of the Club.

(c) Subject to the Act, the Board may determine a reasonable charge for the cost of complying with a request under **clause 10.2(a)**.

10.3 Use of Register

Subject to the Act, confidentiality considerations and privacy laws:

(a) the Board may use the Register to further the Objects, in such manner as the Board considers appropriate; and

(b) a Member must only use or disclose information in the Register for a purpose that is in good faith, is directly connected with the affairs of the Club or that is related to the administration of the Act.

11. DISCONTINUANCE OF MEMBERSHIP

11.1 Notice of Resignation

Any Member who has paid all monies due and payable to the Club may resign from the Club by giving thirty days' notice in writing to the Board of such intention to resign. Upon the expiration of that period of notice, the Member shall cease to be a member.

11.2 Expiration of Notice Period

Upon the expiration of a notice given under **clause 11.1**, an entry, recording the date on which the Member who gave notice ceased to be a Member, shall be recorded in the Register.

11.3 Resignation by failure to pay subscription

(a) Subject to **clause 11.4**, a Member is taken to have resigned if:

(i) the Member's Annual Subscription is outstanding more than one month after the due date determined by the Board in accordance with **clause 9(a)(iv)**; or

(ii) no Annual Subscription is payable:

(A) the Board 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 one month after receiving that request, confirmed in writing that he or she wishes to remain a Member.

(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 Discontinuance for Failure to Renew

Membership of the Club (except Life Membership) is automatically discontinued if a Member (except a Life Member) has not reapplied for membership of the Club before the end of the Financial Year.

11.5 Forfeiture of Rights

A Member who ceases to be a Member, for whatever reason, shall forfeit all right in and claim upon the Club and its property.

12. DISCIPLINE OF MEMBERS

12.1 Establishing a Disciplinary Committee

Where the Board is advised of an allegation (not being vexatious, trifling or frivolous) or considers that a Member has allegedly:

(a) breached, failed, refused or neglected to comply with a provision of this Constitution, the By-Laws or any resolution or determination of the Board or any duly authorised Committee; or

(b) acted in a manner unbecoming of a Member or prejudicial to the Objects and the interests of the Club and/or surf lifesaving, or another Member; or

(c) brought themselves, another Member, the Club or surf lifesaving into disrepute,

the Board may by resolution and in accordance with **clause 24**, establish a disciplinary Committee to convene to hear a matter against any Member and to determine what action, if any, to take against that Member (**Disciplinary Hearing**), and that Member, will

be subject to, and submits unreservedly to the jurisdiction, disciplinary procedures and penalties and the appeal mechanisms (if any) in this Constitution.

12.2 Provisional Suspension

(a) Upon establishing a disciplinary Committee in accordance with **clause 12.1** the Board may by resolution provisionally suspend the Member subject to the Disciplinary Hearing until such time as the disciplinary Committee makes a finding.

(b) The disciplinary Committee may lift a provisional suspension prior to making a finding at the Disciplinary Hearing.

12.3 Disciplinary Committee Members

The members of the disciplinary Committee:

(a) may be Members or anyone else; but

(b) must not be biased against, or in favour of, the Member concerned.

12.4 Notice of Alleged Breach

(a) Where a disciplinary Committee is established the Club shall serve on the Member not earlier than 28 days and not later than 14 days before the Disciplinary Hearing is to be held, a notice in writing:

(i) setting out the alleged breach of the Member and the grounds on which it is based;

(ii) stating that the Member may address the disciplinary Committee at the Disciplinary Hearing;

(iii) stating the date, place and time of that Disciplinary Hearing; and

(iv) informing the Member that he or she may do one or more of the following:

(A) attend that Disciplinary Hearing; and

(B) give the disciplinary Committee prior to or at that meeting a written statement regarding the alleged breach.

12.5 Determination of Disciplinary Committee

(a) The disciplinary Committee shall ensure that the Disciplinary Hearing accords with the principles of natural justice by ensuring that:

(i) the Member has the opportunity to be heard and to call witnesses; and

(ii) due consideration is given to any written statement submitted by the Member or a witness,

before determining whether the alleged breach occurred.

(b) If the disciplinary Committee determines there was a breach under **clause 12.1**, it will determine what penalty (if any) shall be given to the Member, and give notice of this to the Board.

(c) The penalties able to be given to the Member by the disciplinary Committee include:

(i) expel a Member from the Club; or

(ii) suspend a Member from membership of the Club or accessing certain privileges of membership for a specified period; or

(iii) fine a Member; or

(iv) impose such other penalty, action or educative process as the disciplinary Committee sees fit.

12.6 Appeal

An appeal against a decision of a Disciplinary Committee will be governed by SLSA Regulation 5.2 (as amended from time to time).

13. GRIEVANCE PROCEDURE

(a) The grievance procedure set out in this clause applies to disputes relating to this Constitution between a Member and:

(i) another Member; or

(ii) the Club.

(b) The parties to the dispute must meet (which may, if agreed by the parties, take place by using any technology that allows the parties to clearly and simultaneously communicate with each other) and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all parties.

(c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties may, within 10 days, refer the dispute to the Western Australian State Administrative Tribunal (or such other similar body in circumstances where the Western Australian State Administrative Tribunal is no longer in existence) for resolution.

(d) The Board may prescribe additional grievance procedures in By-Laws consistent with this **clause 13**.

14. GENERAL MEETINGS

14.1 Annual General Meeting

AGMs of the Club are to be held:

(a) according to the Act, including at least once in each calendar year and within six (6) months after the end of the Financial Year; and

(b) otherwise as determined by the Directors (including date and venue).

14.2 Power to convene General Meeting

(a) The Directors may convene a General Meeting when they think fit and must do so if required by the Act.

(b) The Directors must on the requisition in writing of at least twenty percent (20%) of the Voting Members convene a General Meeting.

14.3 Notice of General Meeting

(a) Notice of a General Meeting of Members must be given:

(i) to all Members, the Directors, and the auditor of the Club; and

(ii) in accordance with **clause 28** and the Act.

(b) At least 30 days prior to the proposed date of the AGM, the Board will request from Voting Members notices of motions, which must be received no less than 21 days prior to the AGM.

(c) At least 14 days' notice of the time and place of a General Meeting must be given, together with:

(i) all information required to be included in accordance with the Act;

(ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;

(iii) where applicable, any notice of motion received from any Voting Member or Director; and

(iv) where applicable, a list of all nominations received for positions to be elected at the relevant General Meeting.

14.4 No other business

No business other than that stated in the notice of meeting may be transacted at a General Meeting.

14.5 Cancellation or postponement of General Meeting

Where a General Meeting (including an AGM) is convened by the Directors they may, if they think fit, cancel the meeting or postpone the meeting to a date and time they determine. However, this clause does not apply to a General Meeting convened by:

(a) Voting Members according to the Act;

(b) the Directors at the request of Members;

(c) the Commissioner; or

(d) a Court.

14.6 Written notice of cancellation or postponement of General Meeting

Notice of the cancellation or postponement of a General Meeting must state the reasons for doing so and be given to:

(a) each Member; and

(b) each other person entitled to notice of a General Meeting under this Constitution or the Act,

at least 7 days prior to the date of the General Meeting.

14.7 Contents of notice postponing General Meeting

A notice postponing a General Meeting must specify:

(a) the new date and time for the meeting;

(b) the place where the meeting is to be held, which may be either the same as or different from the place specified in the notice originally convening the meeting; and

(c) if the meeting is to be held in 2 or more places, the technology that will be used to hold the meeting in that manner.

14.8 Number of clear days for postponement of General Meeting

The number of clear days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of clear days' notice of that General Meeting required to be given by **clause 14.6**.

14.9 Business at postponed General Meeting

The only business that may be transacted at a postponed General Meeting is the business specified in the notice originally convening the meeting.

14.10 Non-receipt of notice

The non-receipt of a notice convening, cancelling or postponing a General Meeting by, or the accidental omission to give a notice of that kind to, a person entitled to receive it, does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of the meeting.

14.11 No proxy voting

Proxy voting is not permitted at General Meetings of the Club.

14.12 Postal voting

Postal voting or voting by electronic communication at General Meetings of the Club may be permitted from time to time in such instances as the Directors may determine and shall be conducted in accordance with procedures prescribed by the Directors.

15. PROCEEDINGS AT GENERAL MEETING

15.1 Number for a quorum

The number of Voting Members who must be present and eligible to vote for a quorum to exist at a General Meeting is twenty percent (20%) of Voting Members.

15.2 Requirement for a quorum

An item of business may not be transacted at a General Meeting unless a quorum is present and remains throughout the General Meeting.

15.3 Quorum and time – Special General Meetings

If within 30 minutes after the time appointed for a Special General Meeting, or at any other time during the meeting, a quorum is not present, the meeting:

(a) if convened by, or on requisition of, Members is dissolved; and

(b) in any other case stands adjourned to such other day, time and place as the chair determines.

15.4 Quorum and time – AGMs

(a) If within 30 minutes after the time appointed for an AGM, or at any other time during the meeting, a quorum is not present, the AGM stands adjourned to such other day, time and place as the chair determines.

(b) Where an AGM has been adjourned under **clause 15.4(a)**, such Voting Members as are represented by their appointed, authorised representative on the adjourned date shall constitute a quorum.

15.5 Chair to preside over General Meetings

(a) The Chair is entitled to preside as chair at General Meetings.

(b) If a General Meeting is convened and there is no Chair, or the Chair is not present within 15 minutes after the time appointed for the meeting or is unable or unwilling to act, the following may preside as chair (in order of entitlement):

(i) a Director (or other person) chosen by a majority of the Directors present;

(ii) the only Director present; or

(iii) a Voting Member chosen by a majority of the Voting Members present.

15.6 Conduct of General Meetings

(a) The chair of a General Meeting:

(i) has charge of the general conduct of the meeting and of the procedures to be adopted;

(ii) may require the adoption of any procedure which in his or her opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and

(iii) may, having regard where necessary to the Act or the *Corporations Act 2001* (Cth), terminate discussion or debate on any matter whenever he or she consider it necessary or desirable for the proper conduct of the meeting.

(b) A decision by the chair under this **clause 15.6** is final.

15.7 Adjournment of General Meeting

(a) The chair may with the consent of any General Meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.

(b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the members present.

(c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

15.8 Notice of adjourned meeting

(a) It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 30 days or more.

(b) In that case, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

15.9 Questions decided by majority

Subject to the requirements of the Act (if any) and except in the case of a Special Resolution, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it.

15.10 Equality of votes

Where an equal number of votes are cast in favour of and against a resolution, that resolution is not carried. For the avoidance of doubt the chair does not have a casting vote where voting is equal.

15.11 Declaration of results

(a) At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.

(b) A declaration by the chair 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 minutes of the meetings of the Club, is conclusive evidence of the fact.

(c) Neither the chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

15.12 Poll

(a) If a poll is properly demanded in accordance with the *Corporations Act 2001* (Cth) or by the chair of the meeting, it must be taken in the manner and at the date and time directed by the chair, and the result of the poll is the resolution of the meeting at which the poll was demanded. On a poll each Voting Member will have the number of votes fixed under **clause 16**.

(b) A poll demanded on the election of a chair or on a question of adjournment must be taken immediately.

(c) A demand for a poll may be withdrawn.

(d) A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

15.13 Objection to voting qualification

(a) An objection to the right of a person to attend or vote at a General Meeting (including an adjourned meeting):

(i) may not be raised except at that meeting; and

(ii) must be referred to the chair, whose decision is final.

(b) A vote not disallowed under the objection is valid for all purposes.

15.14 Chair to determine any poll dispute

If there is a dispute about the admission or rejection of a vote, the chair must decide it and the chair's decision made in good faith is final.

15.15 Minutes

(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) the financial statements submitted to the Members in accordance with the Act; and

(ii) any audited accounts and auditor's report or report of a review accompanying the financial statements that are required under the Act.

16. VOTES OF MEMBERS

(a) At a General Meeting, on a show of hands and on a poll, each Voting Member shall have one vote.

(b) No Members other than Voting Members are entitled to vote at General Meetings.

17. DIRECTORS

17.1 Composition of the Board

The Board shall consist of:

(a) 7 Elected Directors all of whom will be elected under **clause 18.3**; and

(b) up to 2 additional Appointed Directors who shall be appointed in accordance with **clause 19**.

17.2 Portfolios

The Board may allocate portfolios to Directors.

17.3 Qualifications

The Board may determine from time to time job descriptions and qualifications for Directors. Eligibility is also subject to a potential director meeting the requirements of the Act.

17.4 Transitional Arrangements

(a) Notwithstanding any other clause of this Constitution, the transitional arrangements set out at **clause 34(b)** shall apply from the date of adoption of this Constitution.

17.5 Remuneration of Directors

A Director must not be paid for services as a Director but, with the approval of the Directors and subject to the Act, may be:

(a) where approved by resolution of the General Meeting, paid by the Club for services rendered to it other than as a Directors; and

(b) reimbursed by the Club for their reasonable travelling, accommodation and other expenses when:

(i) travelling to or from meetings of the Directors, a Committee or the Club; or

(ii) otherwise engaged on the affairs of the Club.

18. ELECTED DIRECTORS

18.1 Nomination for Board

Nominations for Elected Directors shall be called for by the Board at least 30 days prior to the General Meeting at which the election is to be held (usually the AGM).

18.2 Form of Nomination

Nominations must be:

(a) in writing on the prescribed form (if any);

(b) signed by a Voting Member;

(c) certified by the nominee expressing their willingness to accept the position for which they are nominated; and

(d) delivered to the Club not less than 7 days before the date fixed for the holding of the General Meeting.

(e) Should there be no nominations received prior to the commencement of the meeting nominations may be accepted at the meeting at the discretion of the Chairperson.

18.3 Elections

(a) If the number of nominations received for positions on the Board is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Board, then those nominated shall only be declared elected if they are elected by a simple majority of members by secret ballot. If after the poll, a simple majority has not been achieved, the positions will be deemed casual vacancies under **clause 20.1**.

(b) If there are insufficient nominations received to fill all vacancies on the Board, the positions will be deemed casual vacancies under **clause 20.1**.

(c) 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 order drawn by ballot, for each vacancy on the Board.

(d) The voting shall be conducted in such manner and by such method as may be determined by the Board from time to time.

18.4 Term of Appointment

(a) Subject to this Constitution, and in particular clauses 17.4 Elected Directors shall be elected in accordance with this Constitution annually which shall commence from the conclusion of the General Meeting at which the election occurred until the conclusion of the next Annual General Meeting following. Directors may be re-elected.

19. APPOINTED DIRECTORS

19.1 Appointment of Appointed Director

The Elected Directors may appoint up to 2 Appointed Directors in accordance with this Constitution.

19.2 Qualifications for Appointed Directors

Appointed Directors should have skills that complement and/or supplement any skill gaps that may exist in the Board, with the aim of ensuring that the Board has all the necessary skills to govern the organisation. Appointed Directors do not need to be members or have experience in, or exposure to, surf lifesaving.

19.3 Term of Appointment

Directors appointed under **clause 19.1** may be appointed by the Elected Directors in accordance with this Constitution for a term of up to 2 years, which shall commence and conclude on dates as determined by the Elected Directors.

20. VACANCIES ON THE BOARD

20.1 Casual Vacancies

(a) Any casual vacancy that occurs in the position of an Elected Director may be filled by the remaining Elected Directors from among appropriately qualified persons.

(b) Any casual vacancy may only be filled for the remainder of the vacating Director's term under this Constitution.

20.2 Grounds for Termination of Director

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

(a) dies;

(b) becomes bankrupt or makes any arrangement or composition with their creditors generally;

(c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;

(d) resigns their office in writing to the Club;

(e) is absent without the consent of the Board from meetings of the Board held during a period of 3 months;

(f) is an employee of the Club;

(g) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of their interest;

(h) after reasonable consideration by the Board it determines the Director:

(i) has acted in a manner unbecoming or prejudicial to the Objects and/or interests of the Club and/or surf lifesaving; or

(ii) has brought himself or herself, the Club or surf lifesaving into disrepute,

provided the Director is first given the opportunity to make written or oral submissions to the Board before a determination is made;

(i) is removed by Special Resolution; or

(j) would otherwise be prohibited from sitting on the Board under the Act or from being a director of a corporation under the *Corporations Act 2001* (Cth).

20.3 Board May Act

In the event of a casual vacancy or vacancies in the office of a Director or Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Board, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum or to convene a General Meeting.

21. POWERS AND DUTIES OF DIRECTORS

21.1 Directors to manage the Club

The Directors are to manage the Club's business and may exercise those of the Club's powers that are not required, by the Act or by this Constitution, to be exercised by the Club in General Meeting.

21.2 Specific powers of Directors

Without limiting **clause 21.1**, the Directors may exercise all the Club's powers to manage the Club's funds, to borrow or raise money, to charge any property or business or to give any other security for a debt, liability or obligation of the Club or of any other person.

21.3 Time, etc.

Subject to the Act, where this Constitution requires that something be done by a particular time, or within a particular period, or that an event is to occur or a circumstance is to change on or by a particular date, the Directors may in their absolute discretion extend that time, period or date as they think fit.

21.4 Code of Conduct

The Directors must:

(a) adopt a code of conduct for Directors; and

(b) periodically review the code of conduct in light of the general principles of good corporate governance.

21.5 Delegate of Club

(a) The Board shall appoint a delegate to attend meetings and events on the Club's behalf from time to time. This shall include, but is not limited to, representing the Club at general meetings of SLSWA.

(b) The Club's delegate must be:

(i) a member over the age of 18 years;

(ii) be a current financial Member of the Club;

(iii) be empowered by the Board to make decisions and vote in proceedings at meetings of SLSWA on the Club's behalf; and

(iv) not be a delegate for more than one member club of SLSWA.

(c) The Board shall advise SLSWA prior to a relevant meeting or event of who its delegate will be. If the Club does not provide notification to SLSWA, the Chair of the Club shall be deemed to be the delegate. The Club shall advise SLSWA within seven days of any change to its nominated delegate.

22. PROCEEDINGS AT DIRECTORS MEETINGS

22.1 Directors meetings

(a) Subject to **clause 22.1(b)**, the Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.

(b) The Directors must meet at least 5 times in each calendar year.

22.2 Questions decided by majority

A question arising at a Directors' meeting is to be decided by a majority of votes of the Directors present in person and entitled to vote. Each Director present has 1 vote on a matter arising for decision by Directors.

22.3 Chair's casting vote

The chair of the meeting will not have a casting vote.

22.4 Quorum

Four Directors present in person constitutes a quorum.

22.5 Convening meetings

(a) A Director may convene a Board meeting.

(b) Unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced in writing or by their presence) not less than two days written notice of a 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; or

(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.

22.6 Election of Chair

(a) The Elected Directors must at the first Board meeting after the AGM annually elect by majority vote one of their number to the office of Chair of Directors.

(b) The Director elected to the office of Chair of directors under **clause 22.6(a)** will remain Chair for 1 year from the date of their election until the first Board meeting after the next AGM and shall chair any Board meeting.

(c) A Director elected as Chair may be re-elected as Chair in following years so, long as he or she remains a Director.

(d) Despite **clause 22.6(b)**, if:

(i) there is no person elected as Chair; or

(ii) the Chair is not present within 15 minutes after the time appointed for the holding of the meeting; or

(iii) the Chair is unwilling to act,

the Directors present may elect one of their number to be chair of the meeting.

22.7 Circulating resolutions

(a) The Directors may pass a resolution without a Board meeting being held if the required majority of the Directors who are entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.

(b) Separate copies of the document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy.

(c) The resolution is passed when the last Director required to achieve the required majority signs.

22.8 Validity of acts of Directors

Everything done at a Board meeting or a Committee meeting, or by a person acting as a Director, is valid even if it is discovered later that there was some defect in the appointment, election or qualification of any of them or that any of them was disqualified or had vacated office.

22.9 Directors' interests

(a) A Director shall declare to the Board at the relevant Committee meeting and to the Members at the next Annual General Meeting of the Club, that Director's interest in any matter in which any material personal interest or related party transaction arises as defined by the *Corporations Act 2001* (Cth); and that Director must absent himself or herself from discussion of such matter and shall not be entitled to vote in respect of such matter.

(b) In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Directors or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.

(c) A disclosure of a material personal interest required by subsection 22.9(a) must give details of

The nature and extent of the interest; and

The relation of the interest to the activities of the incorporated association.

22.10 Minutes

(a) The Directors must cause minutes of meetings to be made and kept according to the Act and the *Corporations Act 2001* (Cth).

(b) The minutes of Directors meetings shall not be available for inspection or copying by the Members.

23. TELECOMMUNICATION MEETINGS OF THE CLUB

23.1 Telecommunication meeting

(a) A General Meeting or a Board meeting may be held by means of a telecommunication meeting, provided that:

(i) the number of Members or Directors (as applicable) participating is not less than a quorum required for a General Meeting or Board meeting (as applicable); and

(ii) the meeting is convened and held in accordance with the Act and this Constitution.

(b) All provisions of this Constitution relating to a meeting apply to a telecommunication meeting in so far as they are not inconsistent with the provisions of this **clause 23**.

23.2 Conduct of telecommunication meeting

The following provisions apply to a telecommunication meeting of the Club:

(a) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;

(b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;

(c) at the commencement of the meeting each person must announce his or her presence to all other persons taking part in the meeting;

(d) a person may not leave a telecommunication meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless that person has previously notified the chair;

(e) a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a telecommunication meeting unless that person has previously notified the chair of leaving the meeting; and

(f) a minute of proceedings of a telecommunication meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the chair.

24. COMMITTEES

24.1 Committees

The Directors may by written instrument delegate any of their powers to Committees consisting of such persons they think fit (including Directors, individuals and consultants), and may vary or revoke any delegation.

24.2 Powers delegated to Committees

(a) A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the Directors. A Committee is responsible to and reports to the Board.

(b) Powers delegated to and exercised by a Committee are taken to have been exercised by the Directors.

24.3 Committee meetings

Committee meetings are governed by the provisions of this Constitution dealing with Board meetings, as far as they are capable of application.

25. BY-LAWS

25.1 Making and amending By-Laws

(a) The Directors may from time to time make, adopt, amend and/or interpret By-Laws which in their opinion are necessary or desirable for the control, administration and management of the Club's affairs and surf lifesaving in the Local Area and may amend, repeal and replace those By-Laws.

(b) Interpretation of the By-Laws is solely the responsibility of the Directors.

25.2 Effect of By-Laws

A By-Law:

(a) is subject to this Constitution;

(b) must be consistent with this Constitution; and

(c) when in force, is binding on all Members and has the same effect as a provision in this Constitution.

26. KEEPING AND INSPECTION OF RECORDS

26.1 Records

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

(b) The Directors will cause the Club records to be kept for a period of 7 years from their creation.

26.2 Inspection of Records

(a) Members may on request inspect free of charge:

(i) the minutes of general meetings; and

(ii) subject to **clause 26.2(b)**, the financial records, books, securities, this Constitution and any other relevant document of the Club.

(b) The Board may refuse to permit a member to inspect records of the Club that relate to confidential, personal, employment, commercial or legal matters or where to do so may be prejudicial to the interests of the Club or where the Board reasonably considers the member seeking to inspect the records is not doing so in good faith.

(c) The Board must on request make copies of these rules available to Members and applicants for membership free of charge.

(d) Subject to **clause 26.2(b)**, a Member may make a copy of any of the other records of the Club referred to in this clause and the Club may charge a reasonable fee for provision of a copy of such a record.

(e) For the purposes of this clause:

relevant documents mean the records and other documents, however compiled, recorded or stored, that relate to the incorporation and management of the Club and includes the following:

(i) its financial statements;

(ii) its financial records;

(iii) this Constitution; and

(iv) records and documents relating to transactions, dealings, business or property of the Club.

27. ACCOUNTS

27.1 Records Kept in Accordance with Act

Books, documents, securities and proper accounting and other records shall be kept in accordance with the Act, generally accepted accounting principles and/or any applicable code of conduct. All such records and the books of account shall be kept in the care and control of the Board.

27.2 Board to Submit Accounts

The Board is responsible for the management of the Club's funds and shall submit to the Annual General Meeting the accounts of the Club in accordance with the Act and will distribute copies of financial statements as required by the Act.

27.3 Transactions

All cheques, promissory notes, bankers' drafts, bills of exchange, other negotiable instruments, electronic transactions, and all receipts for money paid to the Club, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors determine from time to time.

27.4 Auditor

(a) A properly qualified auditor or auditors shall be appointed by the Directors and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the *Corporations Act 2001* (Cth).

(b) Members may remove an auditor from office by resolution made at a General Meeting in accordance with the Act.

28. SERVICE OF DOCUMENTS

28.1 Document includes notice

In this **clause 28**, document includes a notice.

28.2 Methods of service on a Member

The Club may give a document to a Member:

(a) personally;

(b) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or

(c) by sending it to a fax number or electronic address nominated by the Member.

28.3 Methods of service on the Club

A Member may give a document to the Club:

(a) by delivering it to the Club's registered office;

(b) by sending it by post to the Club's registered office; or

(c) by sending it to a fax number or electronic address nominated by the Club.

28.4 Post

A document sent by post:

(a) if sent to an address in Australia, may be sent by ordinary post; and

(b) if sent to an address outside Australia, or sent from an address outside Australia, must be sent by airmail,

and in either case is taken to have been received on the second business day after the date of its posting.

28.5 Electronic transmission

If a document is sent by any form of electronic transmission, delivery of the document is taken to:

(a) be effected by properly addressing and transmitting the electronic transmission; and

(b) have been delivered on the business day following its transmission.

29. INDEMNITY

(a) Every Director, officer, auditor and employee of the Club shall be indemnified out of the property or assets of the Club against any liability incurred by him/her in his/her capacity as Director, officer, auditor or employee in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in relation to any such proceedings in which relief is, under the Act, granted to him or her by the Court.

(b) The Club shall indemnify its Directors, officers, auditors and employees against all damages and costs (including legal costs) for which any such Directors, officer, auditor or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:

(i) in the case of a Director or officer, performed or made whilst acting on behalf of and with the authority, express or implied of the Club; and

(ii) in the case of an employee, performed or made in the course of, and within the scope of his or her employment by the Club.

30. DISSOLUTION

30.1 Contributions of Members and Excess Property on Dissolution

(a) The Association may be wound up voluntarily by Special Resolution.

(b) If the Association is wound up, the liability of the Member shall be limited to any outstanding monies due and payable to the Association, including the amount of the Annual Subscription payable in respect of the current Financial Year. No other amount shall be payable by the Member.

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

(i) gifts of money or property for the objects of the organisation;

(ii) contributions made in relation to an eligible fundraising event held for the objects of the organisation; or

(iii) money received by the organisation because of such gifts and contributions; then

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

(iv) having objects similar to the Objects; and

(v) which prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Association by this Constitution; and

(vi) which is charitable at law and to which income tax deductible gifts can be made.

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

31. COMMON SEAL

(a) If the Club has a common seal it shall:

(i) be kept in the custody of the Board; and

(ii) not be affixed to any instrument except by the authority of the Board and the affixing of the common seal shall be attested by the signatures of 2 Directors.

(b) A Director may not sign a document to which the seal of the Club is fixed where the Director is interested in the contract or arrangement to which the document relates.

32. SOURCE OF FUNDS

The funds of the Club may be derived from annual membership subscriptions, fees and levies payable by Members, donations, grants, sponsorships and such other sources as the Directors determine. Such funds will be managed by the Board in the best interests of the Club and the Members subject always to the Act and this Constitution.

33. REGISTERED ADDRESS

The registered address of the Club is:

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

(b) if the Board has not determined an address to be the registered address, the postal address of the one of the Directors.

34. TRANSITIONAL ARRANGEMENTS

(a) Notwithstanding any other clause of this Constitution, the transitional arrangements set out in this **clause 34** shall apply from the date of adoption of this Constitution.

(b) The Directors 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, at which time all existing Directors will resign and 7 Elected Directors will be elected. Thereafter, the positions of the Directors shall

be filled, vacated and otherwise dealt with in accordance with **clause 18.4** of this Constitution.

(c) All by-laws and regulations of the Club in force at the date of the approval of this Constitution insofar as such by-laws and regulations are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be By-Laws under this **clause 34**.

(d) All individuals who are, prior to the approval of this Constitution, Members of the Club shall be deemed Members of the Club from the time of approval of this Constitution under the Act. All such Members shall provide the Club with such details as may be required by the Club under this Constitution within one (1) month of the approval of this Constitution under the Act.