

Titahi Bay Surf Life Saving Club Incorporated

Constitution

Adopted at Special General meeting

On 26 August 2023

Commencement Date

26 August 2023

Last amended at: 26 August 2023

Signed

_____ Position _____

Date _____

_____ Position _____

Date _____

_____ Position _____

Date _____

TABLE OF CONTENTS

Part I — Objects & Powers

| | |
|------------------------------|---|
| 1. Name & Registered Office | 4 |
| 2. Charitable status | 4 |
| 3. Purposes | 4 |
| 4. Interpretation | 6 |
| 5. Acts and Regulations | 8 |
| 6. Powers & Responsibilities | 8 |

Part II — Membership

| | |
|---|----|
| 7. Minimum Number of Members | 11 |
| 8. Types of Members | 11 |
| 9. Becoming a Member | 11 |
| 10. Life Members | 12 |
| 11. Rights & Privileges of Membership | 13 |
| 12. Obligations of Membership | 14 |
| 13. Membership Fees & Other Fees | 14 |
| 14. Membership Obligations | 15 |
| 15. Register of Members | 15 |
| 16. Resignation, Suspension & Termination of Membership | 15 |
| 17. Discipline | 17 |
| 18. Dispute Resolution | 18 |

Part III — Governance

| | |
|--------------------------|----|
| 19. Officers | 21 |
| 20. Management Committee | 22 |

Part IV — General Meetings

| | |
|-------------------------|----|
| 21. Meetings of Members | 27 |
|-------------------------|----|

Part V — Miscellaneous

| | |
|--------------------------------------|----|
| 22. Finance | 29 |
| 23. Application of Income | 29 |
| 24. Annual Report | 30 |
| 25. Rules for Surf Life Saving | 30 |
| 26. Common Seal | 30 |
| 27. Club Colours, Costumes & Uniform | 30 |
| 28. Alterations to Constitution | 31 |
| 29. Previous Rules | 31 |
| 30. Winding Up | 31 |
| 31. Indemnity | 31 |

Titahi Bay Surf Life Saving Club Incorporated Constitution August 2023

Part I - Objects & Powers

1. Name & Registered Office

- 1.1. The name of the incorporated Club is Titahi Bay Surf Life Saving Club Incorporated (the "Club").
- 1.2. The registered office of the Club shall be at such place, in New Zealand, as determined by the Management Committee from time to time.
 - 1.2.1. changes to the Registered Office shall immediately be notified to the Registrar of Incorporated Societies in a form and as required by the Act.

2. Charitable status

- 2.1. The Club is already a registered charitable entity under the Charities Act 2005 ("the Charities Act").

3. Purposes

- 3.1. The primary purpose of the Club is to:
 - 3.1.1. promote, develop and deliver Surf Life Saving as a charitable service; and
 - 3.1.2. benefit the community by preventing drowning and injury of those swimming; and
 - 3.1.3. undertaking activities at beaches and other aquatic environments by providing lifesaving, patrol services and other programmes and services at Titahi Bay Beach and at other locations as determined by the Club for the safety and recreation of the general public; and
 - 3.1.4. provide education to the local community around beach safety through our Junior Surf programmes (Nippers) and Beach Education programmes.
- 3.2. To facilitate the primary object the Club's further objects are to:
 - 3.2.1. seek and promote membership of the Club;
 - 3.2.2. liaise and co-operate with SLSNZ and other member clubs of SLSNZ to promote, develop, and deliver Surf Life Saving;
 - 3.2.3. be a member of SLSNZ and make available and enforce the rules of Surf Life Saving and SLSNZ;
 - 3.2.4. promote the health and safety of all participants in Surf Life Saving;
 - 3.2.5. encourage participation and achievement in Surf Life Saving;

- 3.2.6. have athletes and teams achieving success in Surf Life Saving;
- 3.2.7. establish, promote and stage Surf Life Saving competitions and events;
- 3.2.8. enforce the applicable rules for Surf Life Saving competitions and events;
- 3.2.9. encourage and promote Surf Life Saving as a sport and activity to be undertaken in a manner which upholds the principles of fair play and is free from doping;
- 3.2.10. maintain and enhance the reputation of the Club, SLSNZ, and Surf Life Saving through the implementation of standards and practices which fulfill these Objects and the objects of SLSNZ;
- 3.2.11. give, and seek where appropriate, recognition for Members to obtain awards or public recognition Surf Life Saving or other services to the Club or the community;
- 3.2.12. seek and obtain improved facilities and equipment to facilitate the provision of improved Surf Life Saving services;
- 3.2.13. provide information, assistance, and resources to its Members and the public;
- 3.2.14. develop and train lifeguards, instructors, competitors, officials, coaches, managers, and other personnel involved in Surf Life Saving;
- 3.2.15. liaise and co-operate with other organisations to develop, encourage, and promote water safety messages and programmes;
- 3.2.16. represent the interests of the Members of the Club at general meetings of SLSNZ;
- 3.2.17. act in good faith and loyalty to ensure the maintenance and enhancement of the Club and Surf Life Saving, its standards, quality, and reputation for the collective and mutual benefit of the Members and Surf Life Saving;
- 3.2.18. at all times operate with, and promote, mutual trust and confidence with its Members, SLSNZ, and other member clubs of SLSM in pursuit of these Objects; and
- 3.2.19. at all times act on behalf of, and in the interest of, its Members and Surf Life Saving.

4. Interpretation

- 4.1. Definitions: The words and phrases used in this Constitution shall mean as follows:

Act means the Incorporated Societies Act 1908, or any Act which replaces it (including amendments to it from time to time), and any regulations made under the Act or under any Act which replaces it.

Active Member has the meaning specified in Rule 8.

Annual General Meeting (“AGM”) means a meeting of the Members of the Club held once per year which, among other things, will receive and consider reports on the Club’s activities and finances.

Associate Member has the meaning specified in Rule 8.1.2.

Club Judicial Committee means the committee described in Rule 17.2.

Committee Member means a member of the Management Committee including the Chairperson, Secretary and Treasurer.

Day means any day of the week (including Saturday, Sunday, and public holidays). Where an action is required to be done within a specified time (such as thirty (30) Days) this means clear days’, so it should be calculated by excluding the date of notice (or other relevant action) and the date of the meeting (or other relevant activity).

Deputy Chair means the Committee Member elected or appointed to deputise in the absence of the Chair.

Event means any competition held by (or under the auspices of) the Club, and any other event, meeting, function, or activity held by (or under the auspices of) the Club.

GAAP means generally accepted accounting practices.

General Meeting means an AGM or a SGM of the Club.

Interested Member means a member who is interested in a matter for any of the reasons set out in section 62 of the Incorporated Societies Act 2022.

Interests Register means the register of interests of Officers, including Committee Members, kept under these Rules.

Life Member has the meaning specified in Rule 8.1.3.

Management Committee means the committee which governs the Club as elected under Rule 20

Matter means—

1. the Club’s performance of its activities or exercise of its powers; or
2. an arrangement, agreement, or contract (a transaction) made or entered into, or proposed to be entered into, by the Club.

Member means a person that is a Member of the Club as specified in Rule 8 and not ceased to be a member under Rule 16.

Notice to Members includes any notice given by post, courier, social media channels or email; and the failure for any reason of any Member to receive such Notice or information shall not invalidate any meeting or its proceedings or any election.

Ordinary Resolution means a resolution passed by a majority of votes properly cast.

President means the individual elected under Rule 19.3.

Register of Members means the register in which details of the Members and other participants are held by the Club and SLSNZ as Specified in Rule 15

Regulations means the regulations of SLSNZ established in accordance with the SLSNZ Constitution, and as amended from time to time by the SLSNZ Board.

Rules means the rules in this document.

Secretary means the Committee Member responsible for, among other things, keeping the Register of Members, the Register of Interests, and recording the minutes of General Meetings and Committee meetings.

Special General Meeting (“SGM”) means a meeting of the Members, other than an AGM, called for a specific purpose or purposes.

SLSNZ means Surf Life Saving New Zealand Incorporated.

Special Resolution means a resolution passed by two thirds of the votes properly cast.

Surf Life Saving means the practice by Surf Lifeguards of preventing drowning and injury of those swimming and undertaking activities at beaches and other aquatic

environments and includes lifeguard patrol services, education, and sport activities such as swimming, craft, and beach events.

Treasurer means the Committee Member responsible for, among other things, overseeing the finances of the Club.

Working Days mean as defined in the Legislation Act 2019. Examples of days that are

not Working Days include, but are not limited to, the following — a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign’s birthday, Te Rā Aro ki a Matariki/Matariki Observance Day, and Labour Day.

Construction: In this Constitution.

- a. a gender includes all other genders.
- b. the singular includes the plural and vice -versa;
- c. any reference to legislation includes a modification or re -enactment of, legislation enacted in substitution of, or a regulation, order-in-council or other instrument from time to time issued or made under, that legislation.
- d. any agreement includes that agreement as modified, supplemented, innovated, or substituted from time to time;
- e. a reference to persons includes bodies corporate:
- f. reference to a person includes the legal personal representatives. Successors, and permitted assigns of that person; and
- g. headings and the contents page are for reference only and are to be ignored in construing this Constitution
- h. a reference to persons includes bodies corporate:

- i. a reference to a person includes the legal personal representatives. Successors, and permitted assigns of that person; and
- g headings and the contents page are for reference only and are to be ignored in construing this Constitution

5. Act and Regulations

- 5.1. Nothing in this Constitution authorises the Club to do anything which contravenes or is inconsistent with is inconsistent with the Act, any regulations made under the Act, or any other legislation.

6. Powers and Responsibilities

- 6.1. Powers: the Club has the power, subject to this Constitution, the SLSNZ Constitution and the Act, to do the following:
 - 6.1.1. to borrow money.
 - 6.1.2. make, alter, rescind, and enforce this Constitution, and any rules, regulations, policies, and procedures for the governance. management and operation of the Club;
 - 6.1.3. establish and maintain the Management Committee, subcommittees, and other groups and to delegate its powers and functions to such groups;
 - 6.1.4. determine its membership including withdrawing, suspending, or terminating Members;
 - 6.1.5. subject to exercising the care and skill that a prudent person of business would exercise in managing the affairs of others, for the purposes of carrying on any operation within the scope of its objects;
 - 6.1.5.0. enter into, manage, and terminate contracts or other arrangements with employees, sponsors. Members, and other persons and organisations,
 - 6.1.5.1. purchase, lease, hire or otherwise acquire, hold, manage, maintain, insure, sell our otherwise deal with property, equipment, and other rights, privileges,
 - 6.1.5.2. control and raise money including borrow, invest, loan or advance monies and secure the payment of such money by way of mortgage or charge over all or part of any of its property and enter into guarantees,
 - 6.1.5.3. sell, lease, mortgage, charge or otherwise dispose of any property of the Club and grant such rights and privileges over such property as it considers appropriate,
 - 6.1.5.4. construct, maintain, and alter any buildings, premises, or facilities, and carry out works it considers necessary or desirable for the advancement or improvement of such buildings, premises, or facilities,
 - 6.1.5.5. determine, raise, and receive money by subscriptions, donations, fees,

- levies, entry or usage charges, sponsorship, government funding, community and/or trust funding, or otherwise
- 6.1.5.6. produce, develop, create, own, licence, and otherwise exploit, use, and protect intellectual property, and
 - 6.1.5.7. purchase or otherwise acquire all or any part of the property, assets, and liabilities of any one or more companies, institutions, incorporated societies, or organisations whose activities or objects are similar to those of the Club, or with which the Club is authorised to amalgamate or generally for any purpose designed to benefit the Club;
 - 6.1.6. undertake research into Surf Life Saving and related matters to fulfil the objects of the Club;
 - 6.1.7. publish information to promote the Club by any media (such as newsletters, articles, brochures, and the internet) provided such publication is done in accordance with any applicable SLSNZ Regulations;
 - 6.1.8. delegate powers of the Club to the Management Committee or any sub-committee or any person;
 - 6.1.9. organise and control Surf Life Saving competitions, events and programmes administered by the Club, and provide trophies and prizes for the same;
 - 6.1.10. organise social events for Members and the promotion of the Club;
 - 6.1.11. enforce the rules of any Surf Life Saving competition it holds in accordance with any applicable Regulations;
 - 6.1.12. select Club representative squads, teams, individuals, coaches, and other officials to participate in Surf Life Saving events;
 - 6.1.13. resolve disputes in accordance with this Constitution, the SLSNZ Constitution, and the Regulations;
 - 6.1.14. award, grant, or otherwise honour achievements in, and service to, the Club; and
 - 6.1.15. do any other acts or things that are incidental or conducive to the attainment of the objects of the Club.

6.2. Responsibilities: The Club is responsible for promoting, developing, enhancing, and protecting Surf Life Saving primarily at Titahi Bay beach and at other locations as determined by the Club, and in particular for: preventing drowning and injury of those swimming and undertaking activities at beaches and other aquatic environments by providing lifesaving, services and other programmes and services;

- 6.2.1. developing strategies, policies, programmes, and initiatives for the Club;
- 6.2.2. delivering SLSNZ programmes, activities, initiatives, and events at the Club to encourage participation in Surf Life Saving;

- 6.2.3. seeking and securing revenue, funding, grants, and sponsorship for the delivery of the Club's strategies, programmes and initiatives;
- 6.2.4. implementing SLSNZs systems and standards for the consistent and efficient management and administration of Surf Life Saving;
- 6.2.5. identifying and developing talent and selecting Club teams and representatives;
- 6.2.6. implementing initiatives to encourage the retention and recruitment of individuals participating in Surf Life Saving;
- 6.2.7. appointing delegates to attend SLSNZ General Meetings in accordance with the SLSNZ Constitution;
- 6.2.8. applying its property and capacity in pursuit of the Objects of SLSNZ and Club and Surf Life Saving;
- 6.2.9. doing all that is reasonably necessary to enable the Objects of SLSNZ and the Club to be achieved;
- 6.2.10. acting in good faith and with loyalty to SLSNZ to ensure the maintenance and enhancement of SLSNZ and Surf Life Saving, and its reputation. and to do so for the collective and mutual benefit of SLSNZ Members and Surf Life Saving;
- 6.2.11. operating with, and promoting, mutual trust and confidence between SLSNZ and SLSNZ Members;
- 6.2.12. at all times, acting in the interests of SLSNZ Members and Surf Life Saving; and
- 6.2.13. consulting with the SLSNZ Board prior to any merger or amalgamation with another Member Club of SLSNZ.

Part II — Membership

7. Minimum number of members

- 7.1. The Club shall maintain the minimum number of Members required by the Act.

8. Types of Members

- 8.1. **Club Members:** The Club shall have as its Members such individuals as the Management Committee considers appropriate provided that the membership is consistent with the SLSNZ Constitution and Regulations. For the purposes of this Constitution, the types of Members of the Club are as set out below:

- 8.1.1. **Active Members:** a person who participates or is involved in Surf Life Saving through the Club and who has been accepted as an Active Member by the Club in accordance with Rule 9.4.1 and has not ceased to be a member in accordance with Rules 16 & 17. Active Members may be classified into sub-categories of membership by the Management Committee for the purposes of deciding membership fees; and

- 8.1.2. **Associate Members:** a person who has an interest in Surf Life Saving and in being part of the Club and who has been accepted as an Associate Member by the Club in accordance with Rule 9.4.1 and has not ceased to be a member in accordance with Rules 16 & 17;
- 8.1.3. **Life Members:** a person who has been granted life membership of the Club in recognition and appreciation of long term service to the Club in accordance with Rule 10 and has not ceased to be a member in accordance with Rule 17.
- 8.2. **Change in Membership Status:** The relevant category of membership for a Member may change during the year. If this occurs, the Member agrees to pay any additional fee(s) (if required) to cover such change.
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9. **Becoming a Member**

- 9.1. Every applicant for membership must consent to becoming a Member.
- 9.2. **Membership Applications:** Any person wishing to apply to be a Member of the Club must:
- 9.2.1. complete the application for membership as prescribed by SLSNZ;
- 9.2.2. supply any information, or attend an interview, as may be reasonably required by the Committee regarding an application for membership; and
- 9.2.3. pay any applicable membership fees of the Club.
- 9.3. **Process:** On receipt of an application for membership, the Management Committee (or such other person(s) as designated by the Management Committee) shall
- 9.3.1. determine if the application is to be accepted, and
- 9.3.2. if accepted shall determine the category of membership for that Member in accordance with any applicable Regulations, and any policies or guidelines of the Club;
- 9.3.3. The Committee may accept or decline an application for membership. The Committee must advise the applicant of its decision (but is not required to provide reasons for that decision).
- 9.4. **Duration of Membership:** Subject to Rule 13 (Membership Fees & Other Fees) and Rule 16 (Resignation, Suspension, and Termination of Membership) the duration of membership of:
- 9.4.1. Active Members and Associate Members is annual commencing on the date of joining in each year and concluding on 30 June (so that membership is always twelve (12) months or less); or
- 9.4.2. Life Membership is granted for the lifetime of the Life Member.
- 9.5. **Renewal of Membership:** Membership of the Club may be renewed annually upon

payment of any applicable membership fees to the Club without the need to complete the process specified in Rule 13.1.1.

- 9.6. **Transfers:** Transfers of membership between clubs must be done in accordance with any applicable SLSNZ Regulations or policies.

10. Life Members

- 10.1. **Nomination:** Nominations for life membership may be made by any Member or the Management Committee.
- 10.2. **Election:** Life Members shall be elected by the Members at a General Meeting by Special Resolution on recommendation of the: Life Membership Committee. The Affirmative vote at s such general meeting shall be sixty (60%) per cent of the voting members present. Life Members shall be supplied with the Life Member's badge.
- 10.3. **List of Life Members:** The Club shall maintain a list of all Life Members of the Club and ensure that their details are included in the Register in accordance with Rule 15 (Register of Members).
- 10.4. **Criteria for Life membership:** No person shall be eligible to be elected as a Life Member unless they have been a member of the club for a period not less than 15 years.

11. Rights and Privileges of Membership

- 11.1. **Active Members:** Subject to Rule 16 (Resignation, Suspension, and Termination of Membership) and for the period of their membership, each Active Member who has paid any membership fees due payable shall be entitled to:
- 11.1.1. compete for the Club in Surf Life Saving competitions and events if chosen as a Club representative;
 - 11.1.2. use the Club's facilities and equipment as permitted by the Club;
 - 11.1.3. participate in programmes and activities offered by the Club;
 - 11.1.4. at their own cost attend, speak, and vote at all General Meetings of the Club (either directly, or if under 18 years of age through their parent or other legal guardian);
 - 11.1.5. if over 18 years of age, be elected as a member of the Management Committee in accordance with Rule 20 (Management Committee); and
 - 11.1.6. if over 18 years of age, be elected or appointed as a Delegate to represent the Club at general meetings of SLSNZ.
- 11.2. **Associate Members:** Subject to Rule 16 (Resignation. Suspension, and Termination of Membership) and for the period of their membership, each Associate Members who has paid any membership fees due payable shall be entitled to:
- 11.2.1. use the Club's facilities and equipment as permitted by the Club;
 - 11.2.2. participate in programmes and activities offered by the Club;

- 11.2.3. at their own cost attend and speak at all General Meetings of the Club (either directly, or if under 18 years of age, through their parent or other legal guardian) and shall have the right to vote provided they are 14 years of age or over;
 - 11.2.4. if over 18 years of age, be elected as a member of the Management Committee in accordance with Rule 14 (Management Committee); and
 - 11.2.5. if over 18 years of age, be elected or appointed as a Delegate to represent the Club at general meetings of SLSNZ.
- 11.3. **Life Members:** Subject to Rule 16 (Resignation, Suspension, and Termination of Membership), all Life Members shall be entitled to:
- 11.3.1. use the Club's facilities and equipment as permitted by the Club;
 - 11.3.2. participate in programmes and activities offered by the Club;
 - 11.3.3. at their own cost attend, speak, and vote at all General Meetings of the Club;
 - 11.3.4. be elected as a member of the Management Committee in accordance with Rule 14 (Management Committee); and
 - 11.3.5. be elected or appointed as a Delegate to represent the Club at general meetings of SLSNZ.

12. Obligations of Membership

- 12.1. All Members (including Committee Members) shall promote the interests and purposes of the Club and shall do nothing to bring the Club disrepute.
- 12.2. A Member is only entitled to exercise the rights of membership (including attending and voting at General Meetings, accessing or using the Club's premises, facilities, equipment and other property) if all subscriptions and any other fees have been paid to the Club by their respective due dates, but no Member or Life Member is liable for an obligation of the Club by reason only of being a Member.
- 12.3. The Committee may decide what access or use Members may have of or to any premises, facilities, equipment or other property owned, occupied or otherwise used by the Club, including any conditions of and fees for such access or use.

13. Membership Fees & Other Fees

- 13.1. Membership Fee: The Management Committee shall determine:
 - 13.1.1. the membership fee(s) and any other fees payable by each Member;
 - 13.1.2. the due date for the fee(s); and
 - 13.1.3. the manner of payment for the fee(s).
- 13.2. **Differing Fees:** The Management Committee may differentiate between different categories of Members, or within the same category of Members, as to the fee(s) or subscriptions that each category of Member shall pay to the Club. The Management Committee may offer Members discounts for prompt payment and may impose reasonable penalties for late payment.

- 13.3. **Failure to pay Membership Fee:** Each Member shall pay the fee(s) by the due date specified by the Management Committee. Failure to pay the membership fee(s) by the due date (or by any subsequent date agreed to in writing by the Management Committee) shall mean the individual concerned is no longer a Member of the Club, and all rights and privileges they had as a Member shall cease to apply, but that shall not excuse the individual from being bound by this Constitution.
- 13.4. **Other Fees:** The Management Committee may determine any other fees in addition to those specified in Rule 13 that are payable by Members and other participants at competitions, events, and activities held by or under the auspices of the Club, including at any facilities owned by, of under the control of, the Club.

14. **Member Obligations**

- 14.1. Members acknowledge and agree that:
- 14.1.1. this Constitution constitutes a contract between each of them, the Club, and SLSNZ, and that they are bound by this Constitution, the SLSNZ Constitution. the Regulations, and any policies and procedures of the Club and SLSNZ;
 - 14.1.2. they shall comply with and observe this Constitution, the SLSNZ Constitution, the Regulations, and any policies and procedures of the Club, and SLSNZ, and any determination, resolution or decision which may be made or passed by the Management Committee:
 - 14.1.3. they are subject to the jurisdiction of the Club and SLSNZ:
 - 14.1.4. this Constitution. the SLSNZ Constitution. the Regulations, and any policies and procedures of the Club and SLSNZ are:
 - 14.1.4.0. necessary and reasonable for promoting the objects of the Club and SLSNZ; and
 - 14.1.4.1. made in the pursuit of a common object, namely the mutual and collective benefit of the Club, SLSNZ, and Surf Life Saving.
- 14.2. In order to receive or continue to receive entitlements Members must meet all requirements of membership set out in this Constitution or as otherwise set by the Management Committee.

15. **Register of Members**

- 15.1. **Register:** The Club shall keep and maintain a Register of Members in accordance with the Act and the Regulations.
- 15.2. **Privacy:** The collection of any personal information for the Register of Members shall comply with the Privacy Act 2020. Any entry on the Register of Members shall be available for Inspection by Members upon reasonable request and in compliance with the Privacy Act 2020.
- 15.3. **Changes:** All Members shall provide written notice of any change to their name. address and other contact details to the Club within fourteen (14) Days of such change.

16. Resignation, Suspension & Termination of Membership

- 16.1. A Member may have their membership ended by:
- 16.1.1. resignation under Rule 16.2
 - 16.1.2. termination for default in fees under Rule 16.3; or
 - 16.1.3. termination under Rule 16.4;
- 16.2. **Resignation of Membership:** A Member may resign from their membership of the Club by:
- 16.2.1. giving notice in writing to the Management Committee (or such person(s) as designated by the Management Committee).
 - 16.2.2. Upon the expiration of the notice period, and provided that the Member has paid all arrears of membership fees and any other fees due and payable by the Member, the Member shall cease to be a Member.
 - 16.2.3. In the absence of any written notice of resignation, the Member's membership shall be deemed to have been resigned once the ninety (90) Day period referred to in Rule 16.3.2 has passed.
- 16.3. **Termination for Default in Fees:** A Member shall have his or her membership of the Club terminated if any fees are due and outstanding to the Club.
- 16.3.1. before such termination can occur, the Management Committee must give the Member written notice specifying:
 - 16.3.1.0. the payment(s) due; and
 - 16.3.1.1. demanding payment by a due date, being not less than seven (7) Days from the date of the demand.
 - if payment is not made by the due date, membership shall be suspended pending payment.
 - 16.3.2. if such suspension continues for more than ninety (90) Days, the Member shall have their membership automatically terminated on the expiry of such period.
- 16.4. **Termination:** At a General Meeting of the Club, the Members may terminate membership of any Member if the Management Committee or the Club Judicial Committee makes a recommendation to do so provided that
- 16.4.1. a motion to that effect is *notified in* accordance with this Constitution;
 - 16.4.2. the motion for termination of membership must be adopted by a Special Resolution; and
 - 16.4.3. shall not be voted on until the Member concerned has been given an opportunity to be heard at the General Meeting.
- 16.5. **Consequences of Termination:** A Member who ceases to be a Member of the Club (whether by resignation or termination of membership) shall
- 16.5.1. remain liable to pay all subscriptions and other fees to the Club's next balance date,

- 16.5.2. cease to hold themselves out as a Member of the Club, and
 - 16.5.3. shall return to the Club all material provided to the Member by the Club (including any uniforms, keys, membership certificate, badges, handbooks and manuals).
 - 16.5.4. shall cease to be entitled to any of the rights of a Club Member.
- 16.6. **Reinstatement:** Where a person has had their membership of the Club suspended or terminated. his or her membership may only be reinstated at the discretion of the Management Committee.
- 16.7. **Appeals:** A Member may only appeal a decision made under this Rule to SLSNZ in accordance with the SLSNZ Constitution and Regulations.

17. Discipline

- 17.1. **Discipline:** If the Management Committee considers that any Member has or may have:
- 17.1.1. breached. failed, refused, or neglected to comply with a provision of this Constitution, the SLSNZ Constitution, the Regulations, Policies or any other resolution or determination of the Management Committee, or under any rules of (or in connection with) an Event; or
 - 17.1.2. acted in a manner unbecoming of a Member or prejudicial to the objects or the interests of the Club, SLSNZ and/or Surf Life Saving; or
 - 17.1.3. brought the Club, SLSNZ, or any other Member or Surf Life Saving into disrepute;
- 17.2. The Management Committee may:
- 17.2.1. refer the matter to a Club Judicial Committee (consisting of three (3) persons with experience in disciplinary matters) for investigation or determination in accordance with the principles of natural justice and any applicable rules relating to the Clubs Judicial Committee's procedure. The Club Judicial Committee may impose any sanction on the Member as it sees fit other than termination of membership which must be done in accordance with Rule 16.3 and 16.4; or
 - 17.2.2. make its own enquiries (including appointing a person independent of the Management Committee to undertake such enquiries and provide a recommendation to the Management Committee) and impose any sanction that it has authority to impose on the Member under this Constitution, other than termination of membership which must be done in accordance with Rule 16.3 and 16.4, provided it has complied with the principles of natural justice.
- 17.3. **Procedure:** Before any decision under Rule 17.2 is made the Member concerned:
- 17.3.1. shall be given fourteen (14) Days written notice by the Management Committee of the proposed resolution to impose a sanction, and
 - 17.3.2. have the right to be present, make submissions, and be heard at the Management

Committee meeting in which the proposed resolution is to be determined.

17.4. **Suspension:** If the Management Committee considers a Member:

- 17.4.1. has or may have engaged in one or more of the circumstances in Rule 17.1, and
- 17.4.2. it believes it is in the best interests of the Club to do so, then
- 17.4.3. it may suspend the Member pending determination of the matter in accordance with this Rule.
- 17.4.4. Before invoking any such suspension, the Member shall be given notice of the proposed suspension and the right to be heard.

17.5. **Consequences of Suspension:** If a Member is suspended from membership of the Club, then until such time as the suspension is revoked, the Member concerned shall:

- 17.5.1. not be entitled to attend, speak, or vote at a General Meeting,
- 17.5.2. not be entitled to continue to hold office in any position within the Club or SLSNZ;
- 17.5.3. not be entitled to any other privileges or benefits to which they would otherwise be entitled including participation in any competition, activity, event, function, or meeting of the Club or SLSNZ; and
- 17.5.4. have their membership of SLSNZ suspended.

Dispute Resolution

17.6. **Confidentiality and Record-Keeping.** Throughout the process, the club will maintain confidentiality to the extent possible, respecting the privacy of all parties involved.

17.7. **Raising disputes**

- 17.7.1. Any grievance by a Member, and any complaint by anyone, is to be lodged by the complainant with the Secretary in writing
- 17.7.2. The complaint must provide such details as are necessary to identify the details of the grievance or complaint

17.8. **General rules for resolving disputes**

- 17.8.1. All Members (including the Management Committee) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the Club's activities.
- 17.8.2. The complainant raising a grievance or complaint, and the Management Committee, must consider and discuss the best process to resolve the grievance or complaint; this may include:

- 17.8.2.0. informal discussions (supported where appropriate by a member of the Management Committee)
- 17.8.2.1. mediation or
- 17.8.2.2. arbitration.
- 17.8.3. Where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement.
- 17.8.4. The resolution of all disputes must be conducted in a manner that is consistent with natural justice.

17.9. **Investigating disputes**

- 17.9.1. This rule concerns any grievances of members relating to their rights and interests as Members, and any complaints concerning the alleged conduct or discipline of members, collectively referred to as "disputes."
- 17.9.2. These disputes procedures are designed to enable and facilitate the fair, prompt and efficient resolution of grievances and complaints.
- 17.9.3. Rather than investigate and deal with any grievance or complaint, the Committee may:
 - 17.9.3.0. appoint a sub-committee to deal with the same, or
 - 17.9.3.1. refer the same to an external arbitrator, arbitral tribunal, or external visitor (or referee), so long as minimum standards of natural justice and the following requirements under this rule are satisfied,
- 17.9.4. The Management Committee or any such sub-committee or person considering any grievance or complaint is referred to hereafter as the "decision-maker".
 - 17.9.4.0. The decision-maker: shall consider whether to investigate and deal with the grievance or complaint, and
 - 17.9.4.1. may decline to do so (for instance, if the decision-maker is satisfied that the complainant has insufficient interest in the matter or otherwise lacks standing to raise it; the matter is trivial or does not appear to disclose material misconduct or material; the matter raised appears to be without foundation or there is no apparent evidence to support it; some damage to Members' interests may arise; or the conduct, incident, event or issue has already been investigated and dealt with by the Club).
- 17.9.5. Where the decision-maker decides to investigate and deal with a grievance, the following steps shall be taken:
 - 17.9.5.0. The complainant and the subject of the grievance, must be advised of all details of the grievance.
 - 17.9.5.1. The subject of the grievance must be given an adequate time to prepare a response.

17.9.5.2. The complainant and the subject of the grievance, must be given an adequate opportunity to be heard, either in writing or at an oral hearing if the decision-maker considers that an oral hearing is required.

17.9.5.2.0. any oral hearing shall be held by the decision-maker, and/or

17.9.5.2.1. any written statement or submissions shall be considered by the decision-maker.

17.9.5.3. Where the decision-maker decides to investigate and deal with a complaint, the following steps shall be taken:

17.9.5.3.0. the decision maker will be entitled to seek and take into account any relevant information.

17.9.5.3.1. the complainant and the subject of the grievance must be advised of all allegations concerning the subject of the grievance, and all details of the complaint.

17.9.5.3.2. the subject of the grievance must be given:

17.9.5.3.2.0. an adequate time to prepare a response; and

17.9.5.3.2.1. an adequate opportunity to be heard, either in writing or at an oral hearing if the decision-maker considers that an oral hearing is required.

17.10. **Decision and Communication.** Once the decision-maker has completed their process, they will make a recommendation to the Management Committee for ratification.

17.10.1. The decision will be communicated in writing to the complainant and subject, explaining the outcome and rationale behind the resolution.

17.11. **Appeal Process (Optional).** If the complainant or subject is dissatisfied with the initial decision, they can submit a formal appeal to the club's governing body or a designated appeals committee, To be appointed by the Management Committee in consultation with SLSNZ.

17.11.1. The appeal committee (if applicable) will review the appeal and make a final decision, which will be communicated in writing to all parties involved.

17.12. **Implementation of Resolutions.** Once a decision or resolution has been reached, the club will promptly implement any necessary actions or changes as required.

17.13. **Continuous Improvement.** The club should use the lessons learned from the complaints process to improve its operations, policies, and procedures continually.

Part III — Governance

18. Officers

18.1. **Officers:** The Officers of the Club shall be:

- 18.1.1. the Patron:
- 18.1.2. the President
- 18.1.3. Chairperson
- 18.1.4. Club Captain
- 18.1.5. Secretary
- 18.1.6. Treasurer
- 18.1.7. Lifesaving Coordinator
- 18.1.8. Powercraft Officer
- 18.1.9. Boat Captain
- 18.1.10. Craft Coordinator
- 18.1.11. Nippers Coordinator
- 18.1.12. Social Convenor
- 18.1.13. Chief Instructor.

18.2. **Patron:** There may be a Patron as determined by the Management Committee. The Patron shall be invited by the Management Committee to hold such a position. The Patron shall be entitled to attend and speak at General Meetings but shall have no right to vote.

18.3. **The President** shall:

- 18.3.1. be elected by the Members of the Club. Nominations for the President shall be made in the same manner and at the same time as nominations for Committee Members under Rule 20.4(Nominations);
- 18.3.2. hold office for one (1) year until the conclusion of the relevant AGM;
- 18.3.3. be the chairperson and preside at General Meetings, unless the President is unavailable or unwilling to chair the meeting or any part of it, in which case the Chairperson of the Management Committee, or another member of the Management Committee shall preside.
- 18.3.4. **Vacancy:** If there is a casual vacancy in the position of President, the Management Committee may appoint a person of their choice to fill the vacancy or leave the vacancy unfilled until the AGM for that year.

19. Management Committee

19.1. Role of the Management Committee;

- 19.1.1. the Management Committee shall be responsible for determining strategies, policies, and financial arrangements of and for the Club and managing the Club.
- 19.1.2. subject to this Constitution, the Management Committee may exercise all the powers of the Club and do all things that are not expressly required to be undertaken by the

Club at a General Meeting.

- 19.2. Composition of the Management Committee;
- 19.2.1. the Management Committee shall comprise the following elected Committee Members:
 - 19.2.2. Chair;
 - 19.2.3. President;
 - 19.2.4. Treasurer;
 - 19.2.5. Club Captain;
 - 19.2.6. Secretary;
 - 19.2.7. Chief Instructor;
 - 19.2.8. Lifesaving Coordinator;
 - 19.2.9. Nipper Coordinator;
 - 19.2.10. Boat Captain , and
 - 19.2.11. Craft Coordinator
- 19.3. **Chairperson:** The Chairperson shall be elected annually at the AGM and
- 19.3.1.0. shall hold office until the conclusion of the next AGM;
 - 19.3.1.1. the Chair may be re-elected for subsequent and consecutive terms of office.
 - 19.3.2. The Chair shall attend and chair Management Committee meetings and General Meetings of the Club and shall be entitled to a casting vote.
 - 19.3.3. The Chair shall carry out the functions and duties as prescribed by the Management Committee.
 - 19.3.4. If the Chair is unavailable for any reason, then the Management Committee may appoint another person to chair meetings during the period of unavailability
- 19.4. **Election of Management Committee:** The Committee Members shall be elected by the Members present and entitled to vote at a General Meeting. Notice of the date on which nominations for Committee Members close shall be included in, or accompany, the notice of General Meeting. Those nominees for the vacant positions which have the highest number of votes in favour will be declared elected. If the number of nominees for a position on the Management Committee:
- 19.4.1. is equal to the number of vacancies for that position. the person chairing the General Meeting shall declare the nominees elected;
 - 19.4.2. is less than the number of vacancies for that position, further nominations may be received from the floor at the General Meeting and if no further nominations are received positions may be left vacant on the Management Committee; and
 - 19.4.3. is greater than the number of vacancies for that position, an election shall be Conducted by secret ballot.
- 19.5. **Nominations:** Nominations for Committee Members must be made by two (2) Members, or by the Management Committee. Nominations must be received by the Club at least

seven (7) Days before the date set for the Annual General Meeting.

- 19.6. **Eligibility:** Individuals may not serve on the Management Committee if any of the following apply:
- 19.6.1. Bankrupt: a person who is an undischarged bankrupt, or is subject to a condition not yet fulfilled, or any order under the Insolvency Act 2006;
 - 19.6.2. Under 18 Years: a person who is under the age of 18 years;
 - 19.6.3. Dishonesty Offences: a person who has been Convicted of a crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961) and has been sentenced for that crime within the last 7 years:
 - 19.6.4. Disqualified Director: a person who is prohibited from being a director or promoter of, or being concerned or taking part in, the management of, an incorporated or unincorporated body under the Companies Act 1993, Securities Act 1978, the Financial Markets Act 2013, the Takeovers Act 1993, or from being an officer of a charitable entity under the Charities Act 2005.
 - 19.6.5. Property Order: a person who is subject to a property order made that the person is lacking in competence to manage their own affairs under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of the Protection of Personal and Property Rights Act 1988; and
 - 19.6.6. if any of the above circumstances occur to an existing Committee Member, they shall be deemed to have vacated their office upon such circumstance.
- Term of Office:** Subject to Rule 20.8 (Removal), the term of office for all Committee Members shall be one (1) year, expiring at the conclusion of the relevant Annual General Meeting. All Committee Members may be re-elected (under Rule 14.4) to the Management Committee.
- 19.7. **Co Option:** The Committee Members may co-opt up to two (2) further people to attend Management Committee meetings and/or assist the Management Committee in the performance of its functions, as and when the Management Committee considers it necessary or desirable.
- 19.8. **Removal:** The Members in an SGM called for this purpose may, by Special Resolution remove any Committee Member before the expiration of their term of office in accordance with the following process:
- 19.8.1. upon the Club receiving a request for a SGM for the purpose of removing a Committee Member, or the Management Committee as a whole, the Club shall send the notice of the SGM to the Committee Member concerned, or the Management Committee (as the case may be), in addition to the Members of the Club: and
 - 19.8.2. following notification under Rule 15.8 (Notice of SGM) and before voting on the resolution to remove a Committee Member or the Management Committee as a whole, the Committee Member, or the Management Committee as a whole (as the case may be) affected by the proposed resolution shall be given the opportunity prior to, and at, the SGM to make submissions in writing and/or verbally to the persons entitled to be present at the General Meeting about the proposed resolution.

- 19.9. **Conclusion of Office:** A Committee Member shall cease to be a member of the Management Committee as and from the date when the Committee Member:
- 19.9.1. dies, or, in the opinion of the majority of the Management Committee, becomes so incapacitated that they are effectively incapable of performing the duties required of a Committee Member;
 - 19.9.2. resigns by notice in writing to the Chairperson;
 - 19.9.3. is absent from three (3) consecutive Management Committee meetings without explanation in writing, duly accepted by the Management Committee as satisfactory; or
 - 19.9.4. is removed from office.
- 19.10. **Vacancies:** Where there is a vacancy on the Management Committee, the remaining Committee Members may appoint a person of their choice to fill the vacancy, or the Management Committee may leave the vacancy unfilled until the next AGM. The term of office for a person appointed as a Committee Member to fill a vacancy under this Rule shall expire at the conclusion of the AGM following their appointment, or of any SGM called to fill the vacancy.
- 19.11. **Duties of Committee Members:** The specific duties of each role on the Management Committee are as determined by the Management Committee. The general duties of each Committee Member are to:
- 19.11.1. act in good faith and in the best interests of the Club at all times;
 - 19.11.2. exercise the powers of the Management Committee for proper purposes;
 - 19.11.3. act, and ensure the Club acts, in accordance with this Constitution;
 - 19.11.4. not agree to, nor cause or allow the activities of the Club to be Carried on in a manner likely to create a substantial risk of serious loss to the Club's creditors;
 - 19.11.5. not agree to the Club incurring any obligations unless the Committee Member believes at that time on reasonable grounds that the Club will be able to perform the obligations when it is required to do so: and
 - 19.11.6. exercise the care, diligence, and skill that a reasonable Committee Member would exercise in the same circumstances taking into account, but without limitation, the nature of the Club, the nature of the decision and the position of the Committee Member and the nature of the responsibilities undertaken by the Committee Member.
- 19.12. **Powers of the Management Committee:** Without limiting the generality of the Management Committee's powers to carry out the objects of the Club as it considers necessary, the Management Committee shall have the following specific powers, to:
- 19.12.1. develop and implement strategies, policies, and procedures for the administration, promotion, and development of Surf Life Saving in the Club;
 - 19.12.2. develop and implement prudent policies to protect and enhance the Club's finances and property;
 - 19.12.3. set the fees payable by the Members and enforce payment of such fees in accordance with this Constitution;

- 19.12.4. designate areas of responsibility to each of the 'Committee Members';
 - 19.12.5. establish, appoint, and determine the composition of any sub-committees or other groups as it considers appropriate to assist it to carry out its responsibilities and to delegate such powers as it considers appropriate to those sub-committees or other groups;
 - 19.12.6. engage, contract or otherwise agree to obtain the assistance or advice of any person or organisation for the Management Committee;
 - 19.12.7. appoint delegates to represent the Club at general meetings of SLSNZ;
 - 19.12.8. make, repeal, and amend rules for the regulation and control of any competitions or events at or held by, the Club including conditions of entry;
 - 19.12.9. appoint and administer the Club Judicial Committee;
 - 19.12.10. discipline Members as specified in this Constitution;
 - 19.12.11. control expenditure and raise any money to fulfill the objects of the Club;
 - 19.12.12. determine the criteria and procedures to apply in respect of the appointment of coaches, selectors, judges, and managers of Club squads and teams.
 - 19.12.13. open and operate in the name of the Club such banking accounts as deemed necessary;
 - 19.12.14. determine the dates on which Competitions are held at the Club, having due regard to the yearly calendar of SLSNZ;
 - 19.12.15. to fill any vacancy on the Management Committee, or to co-opt further people to the Management Committee, as specified in this Constitution;
 - 19.12.16. to call SGMs;
 - 19.12.17. to resolve and determine any disputes or matters not provided for in this Constitution, and
 - 19.12.18. to review its own processes and effectiveness.
- 19.13. **Management Committee Meetings:** Management Committee meetings may be called at any time by the Chair or two (2) Committee Members but generally the Management Committee shall meet at regular intervals agreed by the Management Committee. Except to the extent specified in this Constitution, the Management Committee shall regulate its own procedure.
- 19.14. **Quorum:** The quorum necessary for the transaction of the business of the Management Committee shall be five (5) Committee Members.
- 19.15. **Voting:** Each Committee Member shall have one (1) vote at Management Committee meetings except the Chair who shall have a casting vote in the event of a deadlock. Voting shall be by voices, or upon request of any Committee Member, by a show of hands or by a ballot. Proxy and postal voting is not permitted.
- 19.16. **Resolutions:** The Management Committee may make a decision by resolution in lieu of a meeting or telephone conference, provided that:
- 19.16.1. the proposed resolution is sent to every Committee Member; and

- 19.16.2. a majority of the Committee Members sign or consent to the resolution and return their copies of the resolution to the Chairperson (or such other person as agreed by the Management Committee) by mail, email, facsimile, or other forms of visible or other electronic communication. Any such resolution shall be valid as if it had been passed at a meeting of the Management Committee.
- 19.17. **Meetings using Technology:** Any one or more Committee Members may participate in any meeting of the Management Committee and vote on any proposed resolution at a meeting of the Management Committee without being physically present. This may occur at meetings by telephone, through video conferencing facilities, or by other means of electronic communication (other than email) provided that prior notice of the meeting is given to all Committee Members and all persons participating in the meeting are able to hear each other effectively and simultaneously. Participation by any Committee Member in this manner at a meeting shall constitute the presence of that Committee Member at that meeting.
- 19.18. **Expenses:** The Committee may, by majority vote, pay an honorarium and/or reimburse its Committee Members for their actual and reasonable expenses incurred in the conduct of the business of the Club. Prior to doing so the Committee must establish a policy to be applied to any question of reimbursement and the payment of the honoraria.
- 19.19. **Matters Not Provided For:** If any Situation arises that, in the opinion of the Management Committee, is not provided for in the Regulations, policies or procedures of the Club or SLSNZ, the matter will be determined by the Management Committee.
- 19.20. **Club Executive:** The Club Executive shall consist of the following officers. Chairperson, Treasurer, Secretary and Club Captain – whose main function is to effectively coordinate principle matters of administration of the Club

Part IV — General Meetings

20. Meetings of Members

- 20.1. **AGM:** The Club must hold an Annual General Meeting ("AGM") within 3 months of the end of the financial year of the club
- 20.2. **SGMs:** Any other General Meetings of the Members shall be Special General Meetings ("SGMs")
- 20.3. **Notice of AGM:** The Club must give at least thirty (30) days' notice in writing to all Committee Members. and Members of the AGM. The notice shall set out
- 20.3.1. the date time and venue for the AGM : and
- 20.3.2. the closing date(s) for nominations for any elections, proposed motions, and other items of business to be submitted to the Club.
- 20.4. **Notice of AGM Business:** Not less than fourteen (14) Days before the date set for the AGM, any nominations for any elections, proposed motions, and other items of business must be received in writing by the Club from Members

- 20.5. **Business of AGM:** The following business shall be discussed at each AGM:
- 20.5.1. the receipt from the Management Committee of a report and statement of financial position and statement of financial performance for the preceding year:
 - 20.5.2. the election of Officers of the Club:
 - 20.5.3. any motion or motions proposing to alter this Constitution; and
 - 20.5.4. any other motions or matters, including general business, that have been properly submitted for consideration at the AGM
- 20.6. **Agenda:** An agenda containing the business to be discussed at an AGM (as set out in Rule 21.5) shall be sent to all Members no later than seven (7) Days before the date of the General Meeting. Any additional items of general business may be raised from the floor.
- 20.7. **SGM:** The Club must call a SGM upon a written request from:
- 20.7.1. the Management Committee; or
 - 20.7.2. Ten (10) or more of the Members.
 - 20.7.3. The written request for an SGM must state the purpose for which the SGM is requested including any proposed motion or motions. No business shall be transacted at any SGM other than that specified in the notice convening the meeting.
- 20.8. **Notice of SGM:** Not less than twenty-one (21) Days written notice must be given by the Club to all Members. which notice shall include the:
- 20.8.1. date, time and venue and/or the manner in which the meeting is to be held: and
 - 20.8.2. proposed motion or motions that have been properly submitted for consideration.
- 20.9. **Notices:** A notice may be given to any Member by, or on behalf of the Club or the Management Committee, by:
- 20.9.1. letter sent to the Member's home address:
 - 20.9.2. fax to the Member's fax number;
 - 20.9.3. email to the Member's email address:
 - 20.9.4. personal telephone call to the Member; or
 - 20.9.5. any other method approved in writing by the Member; and
 - 20.9.6. any notice sent to a Member may also be posted on the club notice board if the Management Committee considers it appropriate to do so.
- 20.10. **Minutes:** Minutes shall be kept of all General Meetings and made available upon request to any Member.
- 20.11. **Errors:** Any irregularity, error or omission in notices, agendas, and relevant papers of General Meetings or the omission to give notice within the required time frame or the omission to give notice as specified in these Rules and any other error in the organisation of the meeting shall not invalidate the meeting nor prevent the meeting from considering the business of the meeting provided that full minutes shall be kept of all General Meetings and made available upon request by any Member:
- 20.11.1. the Chairperson in his or her discretion determines that it is still appropriate for the meeting to proceed despite the irregularity, error, or omission; and
 - 20.11.2. a motion to proceed is put to the meeting and carried by Special Resolution.
- 20.12. **Quorum:** No business shall be transacted at any General Meeting unless a quorum is

present at the time when the meeting is due to commence as set out in the notice of meeting.

- 20.12.1. The quorum for a General Meeting shall be twelve (12) eligible voters.
- 20.12.2. The quorum must be present at all times during the meeting.
- 20.12.3. If a quorum is not obtained within thirty (30) minutes of the intended commencement time of the General Meeting, then the General Meeting shall be adjourned to such other day, time and place as determined by the Management Committee; and
- 20.12.4. if no quorum is obtained at the stage of such further General Meeting then the persons present at that further General Meeting are deemed to constitute a valid quorum.

20.13. **Chair:** The President shall chair the General Meeting in accordance with Rule 19.3.

20.14. **Voting:** Unless otherwise required by this Constitution:

- 20.14.1. an Ordinary Resolution shall be sufficient to pass a resolution;
- 20.14.2. every Active and Associate Member and every Life Member is entitled to one (1) vote. If an Active Member is under 18 years of age their parent or other legal guardian may exercise their vote on their behalf;
- 20.14.3. voting shall generally be conducted by voices or by show of hands as determined by the chair unless a secret ballot is required under this Constitution or requested by the chair or a majority of the Members present at the meeting
- 20.14.4. with a show of hands a declaration by the chair is conclusive evidence of the result. provided that the declaration reflects the show of hands;
- 20.14.5. in the event of equality of votes at a General Meeting, the chair shall have an additional or casting vote;
- 20.14.6. in the event that a secret ballot is called, two (2) scrutineers shall be appointed at the General Meeting to count the votes: and
- 20.14.7. proxy voting is not permitted

Part V — Miscellaneous

21. Finances

21.1. **Financial Year:** The financial year of the Club shall end on 30 June of each year.

21.2. **Club Funds:** The Management Committee is responsible for the receipt and banking of all monies received by the Club.

- 21.2.1. All funds of the Club shall be paid to bank account(s) in the name of the Club and the bank accounts(s) must be operated in accordance with the policy determined by the Management Committee.

21.3. **Accounting Records:** The Management Committee must ensure correct accounting records are kept. The accounting records of the Club must be kept at the office of the Club or at such place as the Management Committee may determine and must be open to inspection by Members at such reasonable times agreed by the Management Committee.

21.4. **Auditor:** The Management Committee may appoint an independent auditor to examine and audit the books and accounts of the Club and report on these at the Annual General Meeting and as otherwise required by the Management Committee.

22. Application of Income

- 22.1. The income and property of the Club shall be applied solely towards the promotion of the objects of the Club. Except as provided in this Constitution:
- 22.1.1. no portion of the income or property of the Club shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise to any Member or Committee Member; and
 - 22.1.2. no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any Member or Committee Member.
- 22.2. Nothing in Rule 23.1 shall prevent payment in good faith of, or to, any Member or Committee Member for any of the following 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 :
- 22.2.1. any services actually rendered to the Club, whether as an employee or otherwise;
 - 22.2.2. goods supplied to the Club in the ordinary and usual course of operation;
 - 22.2.3. interest on money borrowed from any Member or Committee Member;
 - 22.2.4. rent for premises demised or let by any Member or Committee Member to the Club;
 - 22.2.5. any honoraria paid to any Committee Member in accordance with Rule 20.18; or
 - 22.2.6. any out-of-pocket expenses incurred by a Member or Committee Member on behalf of the Club for any other reason.
- 22.3. Any income, benefit, or advantage must be used to advance the charitable purposes of the Club

23. Annual Report

- 23.1. The Management Committee shall prepare an annual report for presentation to the Annual General Meeting setting out a summary of the activities and major decisions of the Management Committee each year.

24. Rules of Surf Life Saving

- 24.1. The rules of Surf Life Saving shall be as set down and interpreted from time to time by the International Life Saving Federation and SLSNZ and must be observed by the Club and all Members.
- 24.2. All competitions held by the Club shall be carried out in accordance with the SLSNZ Regulations and any other manuals, rules and policies issued by SLSNZ.

25. Common Seal

- 25.1. The common seal (a stamp featuring the Club's name) of the Club shall be kept in the control of the Management Committee and may be affixed to any document only by resolution of the Management Committee and in the presence of and with the accompanying signature of the Chair or any other Committee Member.

26. Club Colours, Costumes & Uniforms

- 26.1. **Colours:** The Club's colours shall be green and white.
- 26.2. **Costumes & Uniforms:** The cut and style of swimming costumes and uniforms to be worn when undertaking Surf Life Saving for the Club shall be as directed by SLSNZ and the Management Committee.

27. Alterations to Constitution

- 27.1. Subject to Rule 22.2, this Constitution may only be altered, added to, or repealed by a Special Resolution at a General Meeting in accordance with this Constitution. Notice of an intention to alter this Constitution must be given by the Management Committee or any Member no later than fourteen (14) Days prior to a General Meeting.
- 27.2. No alteration, addition to or revision of this Constitution shall be approved if it affects the not-for-profit objects, personal benefit prohibition, or the winding up rules of the Club. This Rule must not be removed from this Constitution and must be included in any alteration, addition to, or revision of this Constitution.

28. Previous Rules

- 28.1. Any by-laws, standing orders, regulations, or other rules of the Club that were in force prior to the commencement of this Constitution shall, upon the commencement of this Constitution, be deemed to be revoked and superseded by this Constitution.

29. Winding Up

- 29.1. The Club may be voluntarily liquidated, wound up, or dissolved if a Special Resolution is passed at a General Meeting of the Club to do so and such resolution is confirmed by Special Resolution in a subsequent General Meeting called for that purpose and held not earlier than thirty (30) Days after the date on which the resolution was passed.
- 29.2. If upon the liquidation, winding up or dissolution of the Club there remains after the satisfaction of all its debts and liabilities any property whatsoever, that property shall not be paid to or distributed among the Members of the Club but shall be given or transferred to some other charitable organisation, or charitable body having objects similar to the objects of the Club or SLSNZ.

30. Indemnity

30.1. The Club shall indemnify its Committee Members and employees against all damages, costs (including legal costs) for which any such person may be or becomes liable as a result of their acts and omissions in performing their functions connected with the Club, except occurring as a result of their negligence or willful misconduct.