

Notes to the Constitution

Rec LA = recommendation of SLSWA legal adviser

DCA = Dept Corporate Affairs.

Q = a question raised by a member/s

Note = author's explanatory note

1 Name etc,

Note description of Blazer long outdated as a requirement, should just be as determined by the Board from time to time as fashions change.

1.3 Club Badge:

Rec LA this be amended to –

“The style and form of the Club Badge will be as defined in the By-Laws from time to time.”

2.1 Definitions:

Refer By-Laws:

Rec LA that By-Laws stand as the correct and proper term. Policies are essentially operational or administrative guidelines that should be dealt with by the Board as circumstances may require from time to time.

Hence delete “Policy” and delete clause 2.2 (g) then re-number (h) and (i).

Note Local Area:

To better describe our area of responsibility throughout, ref also 6.1 Recognition of Club.

2.4 The Act:

Rec LA to include the following clause as a requirement of DCA.

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

3 Objects:

Q re clause 3.4 & 3.5 – yes this includes Polar Bears and any other event sanctioned by the club and run in the name of the Club.

Rec LA add clause 3.8 “have regard to the public interest in its operations” as a request by SLSA for inclusion of this Object to cover the moral obligation of the Club as a Public Benevolent Institution.

Then current 3.8 becomes 3.9

6.5 Constitutional Amendment Notification:

Note clauses (c) and (d) being statutory requirements.

7.3 Life Members:

Q re sub clause (b) this won't prevent early announcement, at a life members' dinner for example, but must be announced at AGM regardless.

7.5 Discretion to Accept or Reject Application:

Rec LA move the one line currently listed under (a) (ii) to new sub clause (e), as the right of the Club. Then (e) becomes (f).

Q re 7.5 and 7.6 ref time frames for action – can be dealt with in the By-Laws if deemed necessary.

7.6 Renewal of Membership:

Note clause (c) it is a SLSA requirement that life members sign the required form annually to retain rights of membership of SLSA, insurance cover, competition, etc.

9 Fees and Subscriptions:

Note clause (b) "obligations" includes patrol hours, money owed for any reason.

May be difficult or possibly unfair to include not being in arrears of patrol hours, especially at the AGM?

However, being financially in debt to the Club is reasonable for exclusion, if the Board so determines.

11.3 Resignation by Failure to Pay Subscription:

Note sub clause (a) (i) "due date" to give the Board the authority to set such a date.

11.4 Discontinuance for Failure to Renew:

Note as a default if no date set under clause 11.3 (a) (i) above.

12.1 Establishing a Disciplinary Committee:

Note clause (b) to overcome potential conflict of interest of committee members, ensure mix of male / female depending on members being referred.

12.3 Provisional Suspension:

Rec LA sub clause (b) to have the action by a Director, in addition to "in time of emergency" to only be in ref to clause 12.2 (a), rather than in general.

12.4 Notice of Alleged Breach:

Rec LA amend sub clause (iv) (A) "attend that Disciplinary Hearing either individually or accompanied by one other person (who cannot be trained or qualified in any capacity in relation to the law);" as a current requirement of SLSA. At this level legal representation is not a right nor recommended.

13 Grievance:

Rec LA to amend to delete (a) (i) to be of ref only to between a Member and the Club as a procedure to be dealt with by SAT.

Grievances between members are covered in detail under SLSA Policies and should be included as a By-Law directing such action, not tied in the Constitution.

14.1 Annual General Meeting:

Sub clause (a) Rec LA amend to "should be held before June 30 on a date fixed by the Board, otherwise at least once in each calendar year and at least five (5) months after the end of the Financial Year, in accordance with the Act." As a requirement of the DCA.

14.2 Power to Convene a General Meeting:

Note clause (b) this is to match the requirement for a quorum.

Ref also clause 15.1. Number or Quorum by percentage gives a more accurate count.

14.3 Notice of General Meeting:

Note sub clause (a) (i) a requirement of the Act that ALL members are given notice, regardless of right to vote.

14.4 No Other Business:

The Act requires that any business at a General Meeting is Special Business and must be included on the agenda. Clause 14.3 (b) gives members the opportunity to add business to the agenda. Plus, it is within the powers of the chairman, once the business of the meeting

has concluded, to declare open a forum of members for general discussion. Alternatively, once the meeting is declared closed, members present can ask for a forum to be conducted. A wise chairman will always offer the opportunity for general discussion by the membership.

15.1 Number for a Quorum:

Refer as per clause 14.2 (b) above.

16 Votes of Members:

Note clause (b) option for voting rights, include all Active members (bronze holders age 15 years and upwards) OR, only those members age 18 years and upwards?

Q re clause (b) "Directors" includes Appointed Directors, who become members once appointed if they are appointed from non-members.

Note clause (c) must be financial, not owing money, etc. Ref consideration of clause 9 (b) above.

17.1 Composition of the Board:

Note the recommendation to split the Club Captain role into two – lifesaving (including education) and surf sports.

17.4 Remuneration of Directors:

Q re sub clause (b) (ii) "affairs" means activities of the Club.

18.1 Elected Directors:

Note clause (b) composition, clause 17.1 above refers.

18.4 Elections:

Note clause (a) provides members the opportunity to either accept or reject a sole nominee if felt not desirable, does away with the old standard of one nominee declared elected.

18.5 Term of Appointment:

Q re clause (a) why two year terms? To provide better continuity in accordance with current best practice governance.

Note clause (b) to better provide for continuity of composition of Board.

Note clause (c) to prevent stonewalling by a member on the Board, not that this has ever been an issue, but is good governance practice to encourage change.

19 Appointed Directors:

Q re must they be appointed? Elected Directors have the choice to pursue if they so desire.

19.2 Qualifications for Appointed Directors:

Q re why this is needed? For the elected Directors to determine if they need any additional specific expertise on the Board, whatever that may be.

20 Vacancies on Board:

Q can one member hold 2 positions? It is practice that one person, one position.

21.1 Directors to Manage Club:

Note clause (b) for Directors to make that interpretation where necessary if doubt exists.

21.4 Code of Conduct:

Q what is the code? To be written by the Directors.

22.1 Directors Meetings:

Note clause (a) and (b) generally to provide maximum flexibility to Directors in how and when they meet to transact the business of the Club.

Note clause (c) to continue current practice of appointing all other officers.

22.3 Chair's Casting Vote:

Doesn't get one. If vote is tied, then the matter lapses until it gets a clear majority in favour.

22.7 Circulating Resolutions:

Current business practice.

22.10 Minutes:

Q clause (b) why not available? Actual minutes is a Board document that may include confidential statements / comments. However, a summary of decisions should always be made available to the members.

23 Telecommunication Meetings:

Current business practice.

24.3 Standing Committees:

Note clause (a) Lifesaving & Education; and (b) Surf sports, as per the example draft operational structure attached at the end of these notes.

Note sub clause (c) (ii) to provide a procedure for selection of chairman, which is lacking at present.

Note sub clause (d) (ii) as a followup to clause 12.1 (b).

31 Common Seal:

It is still a requirement of DCA that this be included, unless a specific statement as to execution of documents relating to contracts and the like. Rec LA retain.

34 Transitional Arrangements:

Note clause (c) to ensure any current elected officer is able to start afresh if seeking election under the new Constitution.