

Below is a full summary of feedback received in relation to the draft constitution currently published at www.scarboro.com.au.

The table below indicates by colour code whether the feedback is primarily for noting (clarifying the intent of a clause), or is a straight forward amendment to the draft, or is such that it requires discussion by the membership to have the preferred wording in the document that will go to a general meeting.

Key	Description
NOTE	Comments from members requiring some clarification on intent, for info only.
AMEND	Suggested changes to the draft, all make sense to accept.
DISCUSS	Suggested changes or questions that require discussion as to whether to accept or reject.
LA	Refers to a comment, clarification or recommendation received from the SLSWA Legal Advisor.

Items of feedback

Clause	Issue (note LA = SLSWA Legal Adviser)
Clause 1 NOTE	Old Clause 2 was headed "Club Colours, Blazer and Badge" – the design of the Blazer was deleted many years ago as outdated, but the word had remained in the heading. <i>All reference to Blazer now deleted in new clause 1.</i>
Clause 1.3 Club badge AMEND	LA recommends delete detail from here, include in By-Laws. It's a design thing and should be easy to change if desired. <i>Recommend amend clause 1.3 "The style and form of the Club Badge will be as defined in the By-Laws from time to time."</i>
Clause 2.1 Definitions	<i>Note below</i>
By-Laws v Policies AMEND	Some years back the Club Exec moved to replace "By-Laws" with "Policies", some advice from SLSA indicated the terms are the same. However another view, shared by the SLSWA legal adviser, is opposed to this because generally a "Policy" is considered a process, whilst a "By-Law" has the same weight as a regulation or a clause of the Constitution. Also, use of "Policy" in this context makes it difficult for the Board to determine its own management policies re holding of meetings, agendas, correspondence, etc. <i>Recommend use of "By-Laws", not "Policies".</i>
Local Area NOTE	A question re why use of the term "local area"? <i>Follows a recommendation in the Model. To better describe our area of responsibility throughout, the boundaries of which could change from time to time. Ref also 6.1 Recognition of Club.</i>
Objects AMEND	Note to amend "clause 0", should read "clause 3".
Clause 2.2 (g) AMEND	Pending decision on By-Laws v Policies, if one adopted over the other. <i>Delete clause 2.2 (g), renumber (h) and (j).</i>
Clause 2.4 (b) NOTE	LA recommends include this clause as a requirement of DCA.
Clause 3 Objects	A question re use of the word "Objects" rather than "Objectives".

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NOTE	<i>"Objects" is different to "Objectives". "Objects" is defined in the Act as being the purposes of the organisation. Objectives are what the club strives for under the Objects, or in accordance with its strategic plan.</i>
Clause 3 Objects The number?	A comment re the number of Objects, are there too many? <i>We have 8 in current constitution, pretty much all re-worded to incorporate the intent of the 26 as listed in the Model (that's far too many). Plus clause 3.8.</i>
Clause 3.4 and 3.5 NOTE	A question re conduct of the Polar Bear swims. <i>This activity is covered along with any other event sanctioned by the Club and run in the name of the Club in accordance with the Objects.</i>
Clause 3.5 AMEND	A question which was raised with ref to clause 5.2, about a possible restriction on the awarding of prize money or vouchers to members as a prize for winning a Club competition, the Broome Trip for Champion patrol was cited as an example. <i>It may be prudent to include the words "and prizes" after "trophies".</i>
Clause 3.8 NOTE	LA recommends for inclusion of this Object to cover the moral obligation of the Club as a Public Benevolent Institution.
Clause 5.1 NOTE	A question re "Income etc must be applied solely towards the promotion of the Objects of the Club". If read in isolation, then it seems to rule out spending any club funds on social activities, prizes or subsidies. Refer also clause 5.2 below. <i>This is certainly not the intent. Note that clause 3.9 is the catch all which covers this.</i>
Clause 5.2 AMEND	A question re "payment to members". Seems to rule out giving prizes (of monetary value) to members eg. the Patrol Prize trip to Broome – is this the intention? <i>No. Consider amendment to clause 5.2 (a) "for services rendered or goods supplied or awards in the ordinary etc". Note also the amendment under clause 3.5 above.</i>
Clause 6.1 NOTE	Question re does this clause restrict members to only conduct fundraising and sponsorship in the "local area"? <i>No. It refers only to lifesaving services, ie: patrols.</i>
Clause 6.5 (a) AMEND	A question re references to Dept of Commerce, etc, given that govt departments change name frequently, should we change this to something like "relevant government department as required by law" so we don't have to amend the constitution each time? <i>The Act is quite specific in this regard. Recommend amend clause 6.5 (a) "the Board shall provide to the Commissioner of the government agency responsible for administration of the Act, certified particulars of the change."</i>
Clause 6.5 (c) and (d) NOTE	A question re do we need to include this information? <i>Yes, both clause (c) and (d) are statutory requirements under State legislation.</i>
Clause 7.1 NOTE	A Question re why "at least six (6) voting members", when clause 15 requires a minimum of 30 voting members? <i>Clause 7.1 relates to the Act, which states an association must have at least six (6) members to be incorporated. Clause 15 relates to a quorum for a general meeting of members.</i>

Clause	Issue (note LA = SLSWA Legal Adviser)
Clause 7.3 NOTE	A question re should “special and outstanding service” be defined here (under this clause) or in the By-laws? <i>This is a matter for the interpretation of the Life Membership Committee based on the nomination for life membership.</i>
Clause 7.3 (b) AMEND	A question if we should include reference to the clause under which this committee is defined? Not necessary but can amend if desired. <i>Consider amend clause 7.3. (b) “the Life Membership Committee, defined under clause 24.3 (c) which shall report”</i>
Clause 7.3 (b) NOTE	A question re reporting any appointment to the next AGM, will this prevent an earlier announcement, say at a life members’ dinner? <i>No. This won’t prevent early announcement, at a life members’ dinner for example, but must be announced at AGM regardless.</i>
Clause 7.5 (b) NOTE	A question re the requirement where an applicant is seeking a category of membership with the right to vote, then proper notice of the application in accordance with the By-Laws <u>must be given to other voting members of the club</u> before membership is considered by the Board.” <i>Yes, this is a requirement of both the Act and Liquor License. How it’s done is up to the Board to write the By-Law.</i>
Clause 7.5 (e) NOTE	LA recommended as per the model. <i>The buck stops with the Board!</i>
Clause 7.6 (b) NOTE	A question re what are these procedures? <i>They should be detailed in the By-Laws.</i>
Clause 7.5 and 7.6 NOTE	A question re how are time frames determined? <i>By the Board at their discretion and the actual process can be included in By-Laws if needed to be more explicit.</i>
Clause 7.6 (c) NOTE	Question re why? <i>It is a SLSA requirement that life members sign the required form annually to retain rights of membership of SLSA, insurance cover, competition, etc. Not signing will not cancel their life membership, nor exclude them from the premises, but make them ineligible to participate in official Club Member activities.</i>
Clause 9 (b) DISCUSS	Question re impact on a member? <i>Note that “obligations” includes patrol hours, money owed for any reason. It 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. OR, should it be more explicit in defining obligations?</i>
Clause 11.3 (a) (i) NOTE	A question re why the clause 11.4 when the Board can set a date? <i>Inclusion of “due date” is to give the Board the authority to set such a date if desired, clause 11.4 is a default if no other date or decision set.</i>
Clause 11.4 NOTE	A question re why is membership automatically discontinued if “not applied for membership of the Club before the end of the first month of rostered patrols”,

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	<p>instead of having a fixed date, given that our patrols this season started on 30 September, that's just one day? Note also that clause 9 (a) (iv) provides for the Board to set a due date for payment?</p> <p><i>A due date for payment is separate from the discontinuance of membership. A member can be considered non-financial and thus still be rostered for patrol, etc until such time as the final deadline passes. In this case, the end of the first month of patrols, (emphasis on 'month' as a full month, not just part thereof) This is also a default clause in the event a set date is not fixed by the Board.</i></p>
<p>Clause 12.1 (b) NOTE</p>	<p>A question re why five (5), when we currently elect only three (3)?</p> <p><i>Because experience has shown sometimes one of the committee members may have a conflict of interest in the matter before the committee. Maybe a family member, or could be up before the committee themselves.</i></p> <p><i>Thus, to overcome potential conflict of interest of committee members, three (3) will be selected to hear any case.</i></p> <p><i>Members should also ensure a mix of male / female depending on members being referred.</i></p>
<p>Clause 12.3 (b) NOTE</p>	<p>This 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.</p> <p><i>To overcome potential for a general disagreement to escalate.</i></p>
<p>Clause 12.4 (a) NOTE</p>	<p>A question re the service of notice at 14 days limits a hearing being held earlier?</p> <p><i>The clause actually states the notice shall be served "not earlier than 14 days and not later than 7 days", which means if the hearing is set for 15 March then the member must be given notice between 1st and 8th March. Thus, a member has between 7 and 14 days to prepare for the hearing. Anything less than 7 days may be considered to be unreasonable.</i></p>
<p>Clause 12.4 (a) (iv) (A) NOTE</p>	<p>A question re why no legal representation. (who cannot be trained or qualified in any capacity in relation to the law)</p> <p><i>Generally recommended by SLSA in accordance with SLSA Policies regarding a disciplinary hearing. At this level legal representation under SLSA policies is not a right nor recommended.</i></p>
<p>Clause 13 (a) (i) AMEND</p>	<p>LA recommends delete (a) (i) so that this only refers to matters between a Member and the Club as a procedure to be dealt with by State Admin Tribunal. 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.</p> <p><i>Recommend amend delete clause 13 (a) (i) and clause 13 (a) (ii) becomes clause 13 (a) "between a member and the club"</i></p>
<p>Clause 13 (c) NOTE</p>	<p>A question what is the State Administrative Tribunal?</p> <p><i>A State Government body, stipulated in the Act, which can convene to hear disputes between individuals and organisations.</i></p>
<p>Clause 14.1 (a) AMEND</p>	<p>A question re why we should include options?</p> <p><i>LA recommended the wording as included.</i></p> <p><i>Note to delete (shall), as preferred under the Act and the DCA.</i></p>
<p>Clause 14.2 (b) NOTE – DEAL WITH CLAUSE 15.1</p>	<p>Note that the number of members must match the requirement for a quorum, as per clause 15.1.</p> <p><i>Number or Quorum by percentage gives a more accurate count.</i></p>

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Clause 14.3 (a) NOTE	A question re how will the Notice of GM be given? By Mail? Email? Facebook? On noticeboard? <i>This is a matter for the Board to determine depending on current technology and practices.</i>
Clause 14.3 (a) (i) NOTE	A question re why ALL members? <i>It is a requirement of the Act that ALL members are given notice, regardless of right to vote.</i>
Clause 14.4 NOTE	A question re why we can't raise any general business from the floor? <i>The Act requires that any and all 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 before it is circulated. Plus, it is within the powers of the chairman, once the business of the meeting has concluded, to declare the meeting closed and declare open, a forum of members for general discussion on any topic, any recommendations forthcoming can go to the Board or be on the agenda for a future General Meeting. 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 if such a request is made.</i>
Clause 14.11 & 15.4 (b) AMEND	It is noted that clause 14.11 states no proxy voting, but clause 15.4 (b) states a voting member can have an Authorised Representative? <i>This may be a typo – it should read “such voting members as are present on the adjourned date etc.” Recommend to amend accordingly.</i>
Clause 14.12 NOTE	A question re what procedures? <i>Again, could be detailed in By-Laws, or just as a Board resolution from time to time.</i>
Clause 15.1 DISCUSS	A question re is 15% too great a figure if we had, say, 1000 voting members? Note that current quorum is 30 members, which is 12% of our current 250 voting members. <i>The Act requires a reasonable number for a quorum. The model included 20%. Note that the Act also requires a 75% majority to carry a resolution.</i> <i>A 15% quorum of our current 250 voting members is 38 members. Which means that 11.25% (or only 29 members) can carry a resolution. With our current quorum of 30, only 23 members can carry a resolution which may affect all 250. A quorum of any less would be unlikely to be accepted by DCA.</i>
Clause 16 (b) DISCUSS	This refers to a possible limitation on the age of voting members. We have traditionally specified “bronze holder” which means 15 years as the minimum age. Initial feedback has been mixed with some supporting the current (Active being holders of the bronze medallion, etc), and some supporting a change. <i>Members must decide if voting at a GM – is restricted to only members of 18 years of age and over? Or, we maintain the status quo and a member gains the right to vote on gaining their Bronze Medallion?</i>
Clause 16 (b) NOTE	A question re does this include Appointed Directors. <i>Yes, Appointed Directors have full voting rights at a GM.</i>
Clause 16 (c)	A question re interpretation of “obligations”. Just what does this include?

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NOTE	<i>This is covered under clause 9 (b) above.</i>
Clause 17.1 NOTE – DEAL WITH CLAUSE 18.1 (b)	Note this key point, spelt out in clause 18.1 (b) below, being a recommendation to split the Club Captain role into two – lifesaving (including education) and surf sports. Feedback to date has been positive.
Clause 17.4 (a) NOTE	What does this mean? <i>If a Director has a certain professional qualification or trade then they can be paid for acting in that capacity. This is also covered under Cluse Clause 5.2 (a).</i>
Clause 17.4 (b) (ii) NOTE	A question re interpretation of “affairs”? <i>This means and includes their acting on behalf of the Club in their capacity as a Director of the Club, not just as any normal member would.</i>
Clause 18.1 (b) DISCUSS	<p>Note that this clause specifies the new look of the new Board and the roles of the elected board members (Directors). In addition to Director Lifesaving and Director Surf Sports replacing Club Captain, it deletes Deputy President and introduces Director Business & Marketing, which was the role of the DP. In any circumstance where the President is not available for official duty, then the Board can appoint any one of their number as acting, depending on the circumstances.</p> <p>One comment suggested retaining position of Deputy President as it is a traditional role on the Executive and would maintain a balance to continue under that title on the Honour Board.</p> <p>One comment suggested retaining title of Club Captain for the surf sport role as it is a traditional position and should be more focused on competition. Alternatively, call them Captain Lifesaving and Captain Surf Sports.</p> <p><i>It follows that the Board of Directors is all about the Governance of the Club, determining finances, governing matters, strategic direction and receiving reports from its directors on the progress of their areas of responsibility under the Club’s strategic plan, or resolutions of the Board.</i></p> <p><i>The structure below that level, including Lifesaving committee and Surf Sports committee are all about the Operations of the Club in their specific portfolio or operational area.</i></p> <p><i>For example –</i></p> <p><i>Lifesaving covers a member from when they join the Club, through their education and award training pathway, into patrols and the gaining of higher awards.</i></p> <p><i>Surf sports is all about providing members with a regular skills training and competition program at the club on a Sunday morning to develop a member’s skill for not only improving their lifesaving ability but also preparing them for interclub competition and beyond.</i></p> <p><i>Obviously, some areas will overlap (IRB awards and IRB racing) and this is where there needs to be good communication between Directors as they deliver their areas of the Club strategic plan.</i></p>
Clause 18.1 (b) AMEND	Note to correct typo. <i>“Director’s” becomes “Directors”</i>
Clause 18.3 DISCUSS	A comment that nominations should be more transparent and should be published to the membership 20 days, 10 days and 5 days before the AGM plus ASAP after the close of nominations.

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	<p><i>The constitution requires that nominations shall be called at least 45 days before the AGM and close not less than 28 days before the AGM. Nominations are then published to the membership not less than 21 days before the AGM.</i></p> <p><i>The 21 days meets the 20 day comment and the ASAP after close comment. Not sure if we then need to re-publish 10 days and 5 days prior to the AGM? Is there a previous issue that needs to be considered here? Open for debate.</i></p>
<p>Clause 18.4 NOTE</p>	<p>A question re does this mean members still vote even if a position is not contested?</p> <p><i>Yes, this is a new clause to provide members with the power to vote to accept or reject a single nominee where there is only one applicant.</i></p> <p><i>Members do not have to automatically accept any one only single nominee, members will need to show their acceptance of the nominee by ballot.</i></p> <p><i>Eliminates the old standard of just the one nominee automatically being declared elected.</i></p>
<p>Clause 18.5 (a) NOTE</p>	<p>A question re why a two-year term?</p> <p><i>This is considered current governance best practice, to improve continuity on the Board and give board members a far better opportunity of governing.</i></p>
<p>Clause 18.5 (b) NOTE</p>	<p>A question re does this mean half the Board elected in the first year will have to stand for re-election next year?</p> <p><i>Yes, to ensure rotational terms continue in the future.</i></p>
<p>Clause 18.5 (c) NOTE</p>	<p>A question re why have a limit?</p> <p><i>This is considered current governance best practice to encourage members to take on positions and to prevent stonewalling by any member/s on the Board, not that this has ever been an issue because we have never had a member "own" a position and change is good.</i></p>
<p>Clause 19 NOTE</p>	<p>A question re must they be appointed, why not just elected?</p> <p><i>Elected Directors have the choice to pursue the appointment of additional Directors if they so desire. It is not compulsory.</i></p> <p><i>Note also in clause 19.3 that any such appointment is for "up to two years" and could be for a lesser period of time.</i></p>
<p>Clause 19.2 NOTE</p>	<p>A question re why this is needed?</p> <p><i>So that the Elected Directors can consider and determine if they need any additional specific expertise on the Board, whatever that may be.</i></p>
<p>Clause 19.2 Line about added directors not necessarily being members of the club NOTE</p>	<p>A question re the appointed directors, if they aren't members of the club, then are their actions governed by the club constitution?</p> <p><i>Yes. They become members once appointed as Directors and have the power to vote under clause 16 (b)</i></p>
<p>Clause 20 NOTE</p>	<p>A question re can one member hold 2 positions?</p> <p><i>While not specifically stated, it is accepted practice that it is one person, one position. From time to time an officer may be appointed to another acting office while a vacancy is being filled, but it is not a regular occurrence.</i></p>
<p>Clause 20.1 (b) Line about replacement directors DISCUSS</p>	<p>A question re the vacancy, should it not be endorsed by members at a GM or AGM, when a new director can be voted in by the members and not just be accepted for the remainder of the term, which could be up to 2 years?</p>

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	<p><i>If a vacancy is declared in first year of term, then it could be dealt with at the next AGM for the remainder of the term. If in the second year, then the position will be declared vacant for the next AGM anyway.</i></p> <p><i>Consider amendment to this clause?</i></p>
<p>Clause 20.2 (h) (ii) AMEND</p>	<p>A question re why him/her when clause 2.2 (c) states one gender means both genders?</p> <p><i>Quite correct, suggest mend wherever this appears, delete and replace with "them" or "their" as best fits.</i></p>
<p>Clause 21.1 (b) NOTE</p>	<p>A question re why this clause?</p> <p><i>As governors of the club, the Directors (the Board) need to have the authority to make that interpretation where necessary if doubt exists.</i></p>
<p>Clause 21.2 (a) and 27.3 NOTE</p>	<p>A question re neither of these clauses state explicitly who can pay funds on behalf of the club. It's not in the existing constitution either, but is critically important. What measures are in place to prevent the Board from authorising say just one person to sign cheques / authorise payments & the club gets ripped off?</p> <p><i>It's all matter of trust, always has been and always will be. Even where it may be stated that 2 certain persons have sole authority to make payments, they can still collude and empty the bank account.</i></p> <p><i>It's up to the Board as an entity to make that determination and up to the Board to call in the Police if they ever notice funds and Directors missing.</i></p>
<p>Clause 21.2 (a) AMEND</p>	<p>A question re the Directors may exercise all the Club's powers to manage the Club's funds. Does this mean the Directors acting <i>individually</i> or <i>in agreement</i>?</p> <p>Can one director alone commit club funds?</p> <p><i>No, the interpretation is acting as The Board.</i></p> <p><i>Maybe consider wherever the "Directors" are mentioned as acting as a "Board" then "Board" replace "Directors".</i></p>
<p>Clause 21. 3 NOTE</p>	<p>A question re does this mean the Board can waive the AGM time to reach a quorum? Why do we need this clause?</p> <p><i>It's part of the Model rules and gives the Board the power to extend a deadline if circumstances require, subject to the Act.</i></p>
<p>Clause 21.4 NOTE</p>	<p>A question re what is the code?</p> <p><i>A code of practice is generally accepted as current governance best practice. Such a code is formed as a resolution or Policy of the Board to be written by the Directors as to what they expect as a standard under which they shall operate. Ample examples abound.</i></p>
<p>Clause 21.5 (c) AMEND</p>	<p>A question re use of "chair" and not "president"?</p> <p><i>Quite correct, amend to delete "chair" and replace with "president".</i></p>
<p>Clause 22.1 NOTE</p>	<p>A question re why don't we specify regular meeting dates throughout the year when we include timeframes for these meetings?</p> <p><i>Experience has shown that it is not always practical to rely on a set calendar of meetings when from time to time certain circumstances may require a meeting out of regular order, or there is no need for a meeting.</i></p> <p><i>Note clauses (a) and (b) provide maximum flexibility to Directors in how and when they meet to transact the business of the Club.</i></p> <p><i>Note clause (c) to continue current practice of appointing all other officers.</i></p>

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<p>Clause 22. 1 NOTE</p>	<p>A question re why there's no description of how this will be reported to members. Email? Web? Noticeboard? <i>The process by which meetings will be called and circulation of agendas and minutes is up to the Board. This is consistent throughout the constitution, but it doesn't prevent the Board from making a Policy as to how this should be done, or setting a By-Law for it to be a set mandatory process.</i></p>
<p>Clause 22.3 NOTE</p>	<p>A question re why no casting vote? <i>No, the Chair doesn't get one. If a vote is tied, then the matter lapses until it gets a clear majority in favour. At a Board meeting if only a quorum of 50% plus one, which could be 4 if only the 6 elected make up the Board, then a matter could be decided by just 2 if the chair had a casting vote.</i></p>
<p>Clause 22.7 NOTE</p>	<p>A question re is this acceptable? <i>Yes, it is current business practice. Refer also clause 23 below.</i> <i>The directors would all add their names and vote (affirmative or negative) to a circular email and the final email would record the result.</i></p> <p>A question re "circulating resolutions" is this a Circular Resolution as would normally be the case in an electronic meeting? <i>Agree, use of the words "Circular Resolution" is more appropriate, suggest amend accordingly.</i></p>
<p>Clause 22.7 (a) NOTE</p>	<p>A question re can this be done electronically? <i>Yes, note also clause 23. Accepted business practice is that the signature on any such document can be electronic via use of the words "affirmative" or "yes" or similar followed by the director's name on an email circulated around the directors; or, could be their personal signature on a paper document circulated around as an attachment to an email or personally carried to each director individually.</i></p>
<p>Clause 22. 10 (b) DISCUSS</p>	<p>A question re the minutes of Board meetings not being available to the members. This is a matter of transparency of decisions regarding the club and members. Should minutes not be available to members as a matter of course? Is this the case as per our existing club policy for Exec Meetings? We aren't a private company, we depend heavily on public funds and donations to operate. It is accepted that some matters are confidential, but these matters can be handled by exception, in a similar manner to what is done in Local Government meetings?</p> <p>Clause 26.2 gives members the right to inspect records and documents but clause 26.2 (b) gives the Board the right to redact certain information. <i>This was recommended by our legal advisers. However, that clause also includes the safe guard for members knowing what's going on by the circulation of a summary of decisions being made available to the members.</i> Open for debate - Accept / Reject!</p>
<p>Clause 23 NOTE</p>	<p>A question re is this accepted and how is it recorded/ <i>Yes. It is current business practice.</i> <i>Minutes are kept in the usual manner and usually copies of email exchanges between members and the minute taker recording resolutions are kept and filed with the minutes.</i></p>
<p>Clause 24.3 (a) and (b) NOTE</p>	<p>A question re shouldn't these committees be detailed in the Constitution and not just the By-Laws</p>

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	<i>It is preferable to simply state the existence of these committees in the constitution as being the operational structure of the club. But the detail of each, especially clause (a) Lifesaving & Education; and (b) Surf sports, should not be encumbered by such detail. Note the example draft operational structure attached at the end of these notes.</i>
Clause 24.3 (a)(ii) & (b)(ii) DISCUSS	A comment that the word “charter” should be “terms of reference” as used in clause 24.4? <i>Clause 24.4 is about the formation of other Committees and is not intended to refer to Standing Committees. However, if the use of “terms of reference” is preferred then open for debate.</i>
Clause 24.3 (c) (ii) NOTE	A question re why this? <i>Because at present there is no process and the previous chair may not have been re-elected as a member. This provides a simply remedy without the need to go into a By-Law.</i>
Clause 24.3 (d) (ii) NOTE	Note this is a follow up to clause 12.1 (b) above.
Clause 24.3 DISCUSS	A comment that we should also include a Nipper or Junior Committee, to ensure the Constitution provides for the management of this large membership base? Composition of the Committee would be detailed in the By-Laws. <i>Open for debate.</i>
Clause 26.2 (a)(ii) & (e)(iv) NOTE	A question re does “records and documents” include minutes of meetings? Minutes of meetings should also be included. <i>It includes ALL records and documents including minutes. Note however, the restrictions under clause 26.2 (b).</i>
Clause 27.4 NOTE	A question re is the use of “official order form” outdated in this electronic age and use of direct debit and credit card facilities? <i>This is a standard inclusion under the Model rules and inclusion of the words “or as authorised by the Board” covers all and sundry other potential methods of purchase, expense, reimbursement.</i>
Clause 30.1 (a) and elsewhere AMEND	Note use of the term The Association , and elsewhere the term The Club . <i>There is a mixture from extractions from the Act.</i> <i>Recommend amend all reference to “Association” where it specifically means “Club” to “Club”.</i>
Clause 31 NOTE	A question re is this still necessary? <i>Yes. It is still a requirement of DCA that this be included, unless replaced by a specific statement as to the execution of documents relating to contracts and the like.</i>
Clause 34 (c) DISCUSS	A recommendation to delete this clause and thus require that all current Executive Officers abide by the maximum three (3) term rule under clause 18.5 (c) a maximum of 6 consecutive years as an elected director, including their recent and current service. <i>It is usual that where a constitution change affects a current servicing officer, then the change takes effect from the date of acceptance of the change as they took on their current (past) position under the rules that applied at the time.</i> <i>Open for debate.</i>