

# **Constitution**

**WYE RIVER SURF LIFE SAVING CLUB INCORPORATED**

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## ANNEXURE A

# ASSOCIATIONS INCORPORATION ACT 1981 (VIC)

## CONSTITUTION

of

### WYE RIVER SURF LIFE SAVING CLUB INCORPORATED

#### 1. NAME OF ASSOCIATION

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The name of the association is Wye River Surf Life Saving Club Incorporated (**Association**).

#### 2. OBJECTS OF ASSOCIATION

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The Association is a charitable community service based institution. The objects for which the Association is established are to:

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

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

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

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

### **3. POWERS OF THE ASSOCIATION**

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

### **4. APPLICATION OF INCOME**

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- (a) The income and property of the Association shall be applied solely towards the promotion of the Objects.
- (b) Except as prescribed in this Constitution:
  - (i) no portion of the income or property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member; and
  - (ii) no remuneration or other benefit in money or money's worth shall be paid or given by the Association to any Member who holds any office of the Association.
- (c) Nothing contained in **Rules 4(a) or 4(b)** shall prevent payment in good faith of or to any Member for:
  - (i) any services actually rendered to the Association whether as an employee or otherwise;
  - (ii) goods supplied to the Association in the ordinary and usual course of operation;
  - (iii) interest on money borrowed from any Member;
  - (iv) rent for premises demised or let by any Member to the Association;
  - (v) any out-of-pocket expenses incurred by the Member on behalf of the Association;

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

## **5. LIABILITY OF MEMBERS**

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The liability of the Members of the Association is limited.

## **6. MEMBER'S CONTRIBUTIONS**

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Every Member of the Association undertakes to contribute to the assets of the Association in the event of it being wound up while the Member, or within one year after ceasing to be a Member for payment of the debts and liabilities of the Association contracted before the time at which it ceases to be a Member and the costs, charges and expenses of winding up the Association, such an amount not exceeding one dollar (\$1.00).

## **7. DISTRIBUTION OF PROPERTY ON WINDING UP**

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If upon winding up or dissolution of the Association there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members but shall be given or transferred to some registered or exempt charity, having objects similar to the Objects and which prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Association by this Constitution. Such registered or exempt charity will be determined by the Members at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of Victoria or other Court as may have or acquire jurisdiction in the matter.

## **8. DEFINITIONS AND INTERPRETATION**

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### **8.1 Definitions**

In this Constitution unless the contrary intention appears:

**Act** means the Associations Incorporation Act 1981 (Vic).

**Association** means Wye River Surf Life Saving Club Incorporated.

**Board** means the body managing the Association and consisting of the Directors under **Rule 28**.

**By Laws** means any By-Laws made by the Board under **Rule 33**.

**Constitution** means this Constitution of the Association.

**Delegate** means the person appointed from time to time to act for and on behalf of the Association and to attend, debate but not vote at general meetings of LSV.

**Director** means a member of the Board appointed in accordance with this Constitution.

**Financial year** means the year ending 30 June in each year.



**General Meeting** means the annual or any special general meeting of the Association.

**Individual Member** means a registered member of the Association and can only include junior (**Nipper**) members; cadet members; active members; reserve active members; general members; long service members; award members; associated members; honorary members and life members of the Association which are defined in the By-Laws.

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

**Life Member** means an individual appointed as a Life Member of the Association under **Rule 11.2**.

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

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

**Member** means a member for the time being of the Association.

**Objects** means the objects of the Association under **Rule 2**.

**President** means the President for the time being of the Association.

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

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

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

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

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

## **8.2 Interpretation**

In this Constitution:

- (a) a reference to a function includes a reference to a power, authority and duty;
- (b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other genders;

- (e) references to persons include corporations and bodies politic;
- (f) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- (h) a reference to writing shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

### **8.3 Severance**

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

### **8.4 Expressions in the Act**

Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act.

### **8.5 Sole Purpose**

The Association is established solely for the Objects.

### **8.6 Model Rules**

The model rules under the Act are expressly displaced by this Constitution.

## **9. STATUS AND COMPLIANCE OF ASSOCIATION**

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### **9.1 Recognition of Association**

Subject to compliance with this Constitution, the LSV constitution, and the SLISA constitution the Association shall continue to be recognised as a Member of LSV and shall administer lifesaving activities in Wye River and Separation Creek in accordance with the Objects.

### **9.2 Compliance of Association**

The Members acknowledge and agree the Association shall:

- (a) be or remain incorporated in Victoria;
- (b) appoint a Delegate annually to represent the Association at general meetings of LSV;
- (c) nominate such other persons as may be required to be appointed to LSV committees from time to time under this Constitution or the LSV constitution or otherwise;

- (d) forward to LSV a copy of its Constitution and details of its Directors;
- (e) adopt the objects of LSV (in whole or in part as are applicable to the Association) and adopt rules which reflect, and which are, to the extent permitted or required by the Act, generally in conformity with the LSV constitution;
- (f) apply its property and capacity solely in pursuit of the Objects and lifesaving;
- (g) do all that is reasonably necessary to enable the Objects to be achieved;
- (h) act in good faith and loyalty to ensure the maintenance and enhancement of lifesaving, its standards, quality and reputation for benefit of the Members and lifesaving;
- (i) at all times act on behalf of and in the interests of the Members and lifesaving; and
- (j) by, adopting the objects of LSV, abide by the LSV constitution.

### **9.3 Operation of Constitution**

The Association and the Members acknowledge and agree:

- (a) that they are bound by this Constitution and that this Constitution, operates to create uniformity in the way in which the Objects and lifesaving are to be conducted, promoted, encouraged, advanced and administered throughout Wye River and Separation Creek;
- (b) to ensure the maintenance and enhancement of lifesaving, its standards, quality and reputation for the benefit of the Members and lifesaving;
- (c) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of lifesaving and its maintenance and enhancement;
- (d) to promote the economic and community services success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects;
- (e) to act in the interests of lifesaving and the Members;
- (f) where the Association considers or is advised that a Member has allegedly:
  - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the By-Laws, or any resolution or determination of the Association; or
  - (ii) acted in a manner prejudicial to the Objects and interests of the Association and/or lifesaving; or
  - (iii) brought themselves, the Association, any Life Saving Club or lifesaving into disrepute;

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

## **10. ASSOCIATION'S CONSTITUTION**

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### **10.1 Constitution of the Association**

- (a) The Constitution will clearly reflect the objects of LSV and shall generally conform with the LSV constitution, subject to any requirements in the Act, and at least to the extent of:
  - (i) the objects of LSV;
  - (ii) the structure and membership categories of LSV and SLISA;
  - (iii) recognising SLISA as the national peak body for lifesaving in Australia, in accordance with the SLISA constitution;
  - (iv) recognising LSV as the peak body for lifesaving in Victoria;
  - (v) recognising SLISA as the final arbiter on matters pertaining to lifesaving in Australia, including disciplinary proceedings;
  - (vi) such other matters as are required to give full effect to the LSV constitution;

with such incidental variations as are necessary having regard to the Act.

- (b) If there is any conflict or inconsistency between the constitutions of the Association, LSV or of SLISA the constitution of the higher lifesaving entity will prevail to the extent of the conflict or inconsistency. For the avoidance of doubt, the constitution of SLISA prevails over the constitutions of LSV and/or the Association. The constitution of LSV prevails over the constitution of the Association.

### **10.2 Operation of the LSV Constitution**

- (a) The Association will take all steps to ensure its Constitution is in conformity with the LSV constitution at least to the extent set out in **Rule 10.1** and in respect of those matters set out in **Rule 10.1** shall ensure this Constitution is amended in conformity with future amendments made to the LSV constitution, subject to any prohibition or inconsistency in the Act.
- (b) The Association shall provide to LSV a copy of its Constitution and all amendments to this document. The Association acknowledges and agrees that LSV has power to veto any provision in its Constitution which, in LSV's opinion, is contrary to the objects of LSV.

## **11. MEMBERS**

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### **11.1 Categories of Members**

The Members of the Association shall consist of:

- (a) Life Members, who subject to this Constitution, shall have the right to be present and to debate at General Meetings, but shall have no voting rights; unless they also meet the qualifications of an Individual Member under **Rule 11.1(b)**;
- (b) Individual Members over 15 years of age with such other qualifications as are set out in the By-Laws, who shall have the right to be present, to debate and to vote at General Meetings; and

## **11.2 Life Members**

- (a) The Board may recommend to the Annual General Meeting that any natural person who has rendered distinguished service to the Association and lifesaving, where such service is deemed to have assisted the advancement of the Association and lifesaving in Wye River and/or Separation Creek be appointed as a Life Member.
- (b) A resolution of the Annual General Meeting to confer life membership on the recommendation of the Board must be a Special Resolution.
- (c) A person must accept or reject the Association's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the register, and from the time of entry on the register the person shall be a Life Member.

## **12. SUBSCRIPTIONS AND FEES**

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The annual membership subscription (if any) and fees payable by Members to the Association, the time for and manner of payment shall be as determined by the Board from time to time.

## **13. APPLICATION**

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### **13.1 Application for Membership**

An application for membership by an individual (applicant) must be:

- (a) in writing on the form prescribed from time to time by LSV and/or SLISA, from the applicant or its nominated representative and lodged with the Association;
- (b) accompanied by the appropriate fee, if any.

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

- (a) The Association may accept or reject an application whether the applicant has complied with the requirements in **Rule 13.1** or not, and shall not be required or compelled to provide any reason for such acceptance or rejection. In considering an application for membership the Association must act reasonably and in good faith.
- (b) Where the Association accepts an application the applicant shall, subject to notification to LSV, become a Member.

- (c) Membership of the Association shall be deemed to commence upon acceptance of the application by the Association. The Register shall be updated accordingly as soon as practicable.
- (d) If the Association rejects an application, it shall refund any fees forwarded with the application, and the application shall be deemed rejected by the Association. No reasons for rejection need be given.

### **13.3 Re-Application**

- (a) Members must re-apply for membership of the Association in accordance with the procedures set down by the Association from time to time. Membership renewal is not automatic and a re-application may be accepted or rejected by the Association in its discretion but acting reasonably and in good faith at all times. If the Association rejects a re-application, it shall refund any fees forwarded with the application, and the re-application shall be deemed rejected by the Association. No reasons for rejection need be given.
- (b) Upon re-application a Member must provide details of any change in their personal details, and any other information reasonably required by the Association.

### **13.4 Deemed Membership**

- (a) All individuals who are, prior to the approval of this Constitution, members of the Association shall be deemed Members of the Association (in the relevant category with the relevant rights) from the time of approval of this Constitution under the Act.
- (b) The Members shall provide the Association with such details as may be required by the Association under this Constitution within one month of the approval of this Constitution under the Act.
- (c) Any members of the Association prior to approval of this Constitution under the Act, who are not deemed Members under **Rule 13.4(a)** shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

## **14. REGISTER OF MEMBERS**

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### **14.1 Register**

The Association shall keep and maintain a Register in which shall be entered (as a minimum):

- (a) the full name, address, date of birth class of membership and date of entry of the name of each Member; and
- (b) the full name, address and date of entry of the name of each Director and Delegate.

Members shall provide notice of any change and required details to the Association within one month of such change, and update the register accordingly

## **14.2 Inspection of Register**

Having regard to confidentiality considerations and privacy laws, an extract of the Register, excluding the address or other direct contact details of any Member, Director or Delegate, shall be available for inspection (but not copying) by Members, upon reasonable request.

## **14.3 Use of Register**

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

## **14.4 Right of LSV to Register**

The Association shall provide a copy of the Register at a time and in a form acceptable to LSV, and shall provide regular updates of the Register to LSV. The Association agrees that LSV may utilise the information contained in the Register and the Register itself to further the objects of LSV, subject always to reasonable confidentiality considerations and privacy laws.

## **15. EFFECT OF MEMBERSHIP**

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Members acknowledge and agree that:

- (a) this Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution and By-Laws, the LSV constitution and regulations and the SLISA constitution and regulation;
- (b) they shall comply with and observe this Constitution and the By-Laws, and any determination, resolution or policy which may be made or passed by the Board or any other entity with delegated authority;
- (c) by submitting to this Constitution and the By-Laws they are subject to the jurisdiction of, and become members of each of, the Association, LSV and SLISA;
- (d) the Constitution and By-Laws are necessary and reasonable for promoting the Objects and particularly the advancement and protection of lifesaving as a community service in Wye River and/or Separation Creek; and
- (e) they are entitled to all benefits, advantages, privileges and services of Association membership.

## **16. DISCONTINUANCE OF MEMBERSHIP**

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### **16.1 Notice of Resignation**

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

### **16.2 Discontinuance for Breach**

- (a) Membership of the Association may be discontinued by the Board upon breach of any clause of this Constitution, including but not limited to the failure

to pay any monies owed to the Association, failure to comply with the By-Laws or any resolution or determination made or passed by the Board or any duly authorised committee.

- (b) Membership shall not be discontinued by the Board under **Rule 16.2(a)** without the Board first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the Board's view to adequately explain or remedy the breach, that Member's membership shall be discontinued under **Rule 16.2(a)** by the Association giving written notice of the discontinuance.
- (d) This **Rule 16.2** operates in addition to and notwithstanding the Associations disciplinary rules in **Rule 16.8**.

### **16.3 Failure to Re-Apply**

If a Member has not re-applied for Membership with the Association within one month of re-application falling due, that Member's membership will be deemed to have lapsed from that time. The Register shall be amended to reflect any lapse of membership under this **Rule 16.3** as soon as practicable.

### **16.4 Member to Re-Apply**

A Member whose membership has been discontinued or has lapsed under **Rule 16.3**:

- (a) must seek renewal or re-apply for membership in accordance with this Constitution; and
- (b) may be re-admitted at the discretion of the Board.

### **16.5 Forfeiture of Rights**

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

### **16.6 Membership may be Reinstated**

Membership which has been discontinued under this **Rule 16** may be reinstated at the discretion of the Board, upon such conditions as it deems appropriate.

### **16.7 Refund of Membership Fees**

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

### **16.8 GRIEVANCES, JUDICIAL AND DISCIPLINE**

- (a) The Association adopts the Grievances Procedure of SLSA as amended from time to time. This procedure is set out in **Appendix 1** to this Constitution but cannot be amended without the prior written approval of LSV and SLSA.



- (b) The Association adopts the Judicial and Discipline Regulations of SLSA as amended from time to time.

## **17. ANNUAL GENERAL MEETING**

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- (a) An Annual General Meeting of the Association shall be held in accordance with the Act and on a date and at a venue to be determined by the Board.
- (b) All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with this Constitution.

## **18. NOTICE OF GENERAL MEETING**

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- (a) Notice of every General Meeting shall be given to every Member entitled to receive notice, at the address appearing in the Register kept by the Association. The auditor and the Directors shall also be entitled to notice of every General Meeting, which shall be sent to their last notified address. No other person shall be entitled as of right to receive notices of General Meetings.
- (b) A notice of a General Meeting shall specify the place and day and hour of meeting and shall state the business to be transacted at the meeting.
- (c) At least 14 days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
  - (i) the agenda for the meeting; and
  - (ii) any notice of motion received from Members.

## **19. BUSINESS**

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- (a) The business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Board and auditors, the election of Directors under this Constitution, the motion for affiliation with LSV and the appointment and fixing of the remuneration of the auditors.
- (b) All business that is transacted at a General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of those matters set down in **Rule 20** shall be special business.
- (c) No business other than that stated on the notice shall be transacted at that meeting.

## **20. NOTICES OF MOTION**

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Members shall be entitled to submit notices of motion for inclusion as special business at a General Meeting. All notices of motion must be submitted in writing to the Secretary not less than 21 days (excluding receiving date and meeting date) prior to the General Meeting.

## **21. SPECIAL GENERAL MEETINGS**

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

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

### **21.2 Requisition of Special General Meetings**

- (a) The Board shall on the requisition in writing of 50% of Members entitled to vote convene a Special General Meeting.
- (b) The requisition for a Special General Meeting shall state the object(s) of the meeting, shall be signed by the Members making the requisition and be sent to the Association. The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisitions.
- (c) If the Board does not cause a Special General Meeting to be held within one month after the date on which the requisition is sent to the Association, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than three months after that date.
- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board.

## **22. PROCEEDINGS AT GENERAL MEETINGS**

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### **22.1 Quorum**

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings shall be twenty (20) Members entitled to vote. A quorum must be present throughout the meeting.

### **22.2 President to preside**

The President shall, subject to this Constitution, preside as chairman at every General Meeting except:

- (a) in relation to any election for which the President is a nominee; or
- (b) where a conflict of interest exists.

If the President is not present, or is unwilling or unable to preside the Members shall appoint one of the Directors to preside as chairman for that meeting only.

### **22.3 Adjournment of Meeting**

- (a) If within half an hour from the time appointed for the meeting, a quorum is not present the meeting shall be adjourned until the same day in the next week at the same time and place or to such other day and at such other time and place as the chairman may determine and if at the adjourned meeting a

quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.

- (b) The chairman may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in **Rule 22.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

## **22.4 Voting Procedure**

At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

- (a) the chairman; or
- (b) a simple majority of Members entitled to vote.

## **22.5 Recording of Determinations**

Unless a poll is demanded under **Rule 24**, a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Association shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

## **22.6 Where Poll Demanded**

If a poll is duly demanded under **Rule 22.4** it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairman directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

# **23. VOTING AT GENERAL MEETINGS**

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## **23.1 Members entitled to Vote**

Each Member entitled to vote as set out in **Rule 11.1** shall have one vote at General Meetings which, subject to this Constitution, shall be exercised by that Member. The Directors shall have the right to attend and debate, but not vote, at General Meetings unless they are also an Individual Member entitled to vote under **Rule 11.1**.

## **23.2 Casting Vote**

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

## **24. PROXY VOTING**

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Proxy voting shall not be permitted at any General Meeting.

## **25. EXISTING DIRECTORS**

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The members of the governing or managing body (by whatever name called) of the Association in place immediately prior to approval of this Constitution under the Act shall continue in those positions until the first meeting of the governing or managing body following such approval, and thereafter the positions of the President and other Directors shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

## **26. POWERS OF THE BOARD**

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Subject to the Act and this Constitution, the business of the Association shall be managed, and the powers of the Association shall be exercised, by the Board.

## **27. COMPOSITION OF THE BOARD**

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### **27.1 Composition of the Board**

The Board shall comprise:

- (a) the President;
- (b) the Vice-President;
- (c) the Secretary;
- (d) the Treasurer;
- (e) the Club Captain;
- (f) the Chief Instructor;
- (g) the Junior Activities Manager;
- (h) the Registrar;
- (i) the Publicity and Sponsorship Manager;
- (j) the Social Secretary;
- (k) the Gear Manager;
- (l) the Competition Manager;
- (m) the Facilities Manager; and
- (n) the General Committee Member;

who must all be Individual Members and who shall be elected under **Rule 29**.

## **27.2 Portfolios**

If the Board considers it appropriate, in order to further the Objects, it may allocate Directors to specific portfolios, with specific responsibilities, as determined in the discretion of the Board.

## **27.3 Right to Co-Opt**

It is expressly acknowledged that the Board may co-opt any person with appropriate experience or expertise to assist the Board in respect of such matters and on such terms as the Board thinks fit. Any person so co-opted shall not be a Director, and shall not exercise the rights of a Director, but shall act in an advisory role only.

## **27.4 Appointment of Delegate**

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

## **28. ELECTION OF DIRECTORS**

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### **28.1 Nominations of Candidates**

- (a) Nominations for candidates to be elected to the Board shall be called for by the Association 14 days prior to the Annual General Meeting. When calling for nominations the Association shall also provide details of the necessary qualifications and job description for the positions (if any). Qualifications and job descriptions shall be as determined by the Board from time to time.
- (b) Nominations of candidates for election as Directors (including the President) shall be:
  - (i) made in writing, signed by two Members and accompanied by the written consent of the nominee (which may be endorsed on the form of nomination); and
  - (ii) delivered to the Association prior to the Annual General Meeting.
- (c) If insufficient nominations are received to fill all available vacancies on the Board the candidates nominated shall, subject to declaration by the chairman, be deemed to be elected.
- (d) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated shall, subject to declaration by the chairman, be deemed to be elected.
- (e) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order, for each vacancy on the Board.

## **28.2 Voting procedures**

Elections shall be conducted by such means as is prescribed by the Board in the By-Laws. Elections must be conducted formally and the Association must appoint a returning officer or officers to conduct elections. All candidates at an election have the right to appoint a scrutineer and for that scrutineer to be present at the return of ballots and vote count.

## **28.3 Term of Office of Directors**

The Directors shall be elected in accordance with this Constitution annually, and subject to this Constitution, shall hold office from the conclusion of the Annual General Meeting at which they were elected until the conclusion of the next following Annual General Meeting. Directors may be re-elected.

## **29. VACANCIES OF DIRECTORS**

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### **29.1 Grounds for Termination of Office of Director**

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

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (d) resigns his office in writing to the Association;
- (e) is absent without the consent of the Board from meetings of the Board held during a period of 6 months;
- (f) without the prior consent or later ratification of the Members in General Meeting holds any office of profit under the Association;
- (g) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of his interest;
- (h) is removed by Special Resolution;
- (i) has been expelled or suspended from membership (without further recourse under this Rules or any LSV rules including the LSV constitution); or
- (j) would otherwise be prohibited from being a Director of a corporation under the *Corporations Act*.

### **29.2 Remaining Directors May Act**

In the event of a casual vacancy or vacancies in the office of a Director or Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, they may act only for the

purpose of increasing the number of Directors to a number sufficient to constitute such a quorum.

### **29.3 Casual Vacancy**

In the event of a casual vacancy in the office of any Director, the Board may appoint an appropriately qualified Member to the vacant office and the person so appointed may continue in office up to the conclusion of the Annual General Meeting at which the term of the previous appointee would have expired.

## **30. MEETINGS OF THE BOARD**

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### **30.1 Board to Meet**

The Board shall meet as often as is deemed necessary, but not less than six times in every calendar year for the dispatch of business and subject to this Constitution may adjourn and otherwise regulate its meetings as it thinks fit. A Director may at any time convene a meeting of the Board within a reasonable time.

### **30.2 Decisions of Board**

Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of Directors shall be deemed a determination of the Board. All Directors shall have one vote on any question. The chairman may exercise a casting vote where voting is equal.

### **30.3 Resolutions not in Meeting**

- (a) A resolution in writing, signed or assented to by any form of visible or other electronic communication by a majority of the Directors for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Directors.
- (b) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of Board may be held where one or more of the Directors is not physically present at the meeting, provided that:
  - (i) all persons participating in the meeting are able to communicate with each other effectively simultaneously and instantaneously whether by means of telephone or other form of communication;
  - (ii) notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or these Rules and such notice specifies that Directors are not required to be present in person;
  - (iii) in the event that a failure in communications prevents **Rule 30.3(b)(i)** from being satisfied by that number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this Rule to be held then the meeting shall be suspended until **Rule 30.3(b)(i)** is satisfied again. If such condition is not satisfied within 15 minutes from

the interruption the meeting shall be deemed to have terminated or adjourned; and

- (iv) any meeting held where one or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Director is there present and if no Director is there present the meeting shall be deemed to be held at the place where the Chairman of the meeting is located.

### **30.4 Quorum**

At meetings of the Board the number of Directors whose presence is required to constitute a quorum is a majority of the Directors.

### **30.5 Notice of Board Meetings**

Unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their presence) not less than seven days oral or written notice of the meeting of the Board must be given to each Director.

### **30.6 Conflict of Interest**

A Director shall declare his interest in any commercial, financial, contractual, selection, disciplinary or other matter in which a conflict of interest arises or may arise, and shall absent himself from discussions of such matter and shall not be entitled to vote in respect of such matter. In the event of uncertainty as to whether it is necessary for a Director to absent himself from discussion or refrain from voting, the issue should be immediately determined by vote of the Board, or if this is not possible, the matter shall be adjourned or deferred. All disclosed interests must be submitted to the Annual General Meeting in accordance with the Act.

## **31. DELEGATIONS**

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### **31.1 Board may Delegate Functions**

The Board may by instrument in writing create or establish or appoint from amongst its own members, or otherwise, special committees, sub-committees, individual officers and consultants to carry out such duties and functions, and with such powers, as the Board determines.

### **31.2 Delegation by Instrument**

The Board may in the establishing instrument delegate such functions as are specified in the instrument, other than:

- (a) this power of delegation; and
- (b) a function imposed on the Board by the Act or any other law, or this Constitution or by resolution of the Association in General Meeting.

### **31.3 Delegated Function Exercised in Accordance With Terms**

A function, the exercise of which has been delegated under this clause, may whilst the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation.



### **31.4 Procedure of Delegated Entity**

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under **Rule 30**. The entity exercising delegated powers shall make decisions in accordance with the Objects, and shall promptly provide the Association with details of all material decisions and shall provide any other reports, minutes and information as the Association may require from time to time.

### **31.5 Delegation may be Conditional**

A delegation under this clause may be made subject to such conditions or limitations as to the exercise of any function or at the time or circumstances as may be specified in the delegation.

### **31.6 Revocation of Delegation**

The Board may by instrument in writing, revoke wholly or in part any delegation made under this clause, and may amend or repeal any decision made by such body or person under this clause.

## **32. BY-LAWS**

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### **32.1 Board to Formulate By-Laws**

The Board may formulate, issue, adopt, interpret and amend such By-Laws for the proper advancement, management and administration of the Association, the advancement of the Objects and lifesaving in Wye River and/or Separation Creek as it thinks necessary or desirable. Such By-Laws must be consistent with the Constitution, the LSV constitution, the SLSA constitution and any regulations or by-laws made by LSV or SLSA. If any By-Laws are inconsistent with the LSV or SLSA constitution and regulations the By-Laws shall be null and void and will be inapplicable.

### **32.2 By-Laws Binding**

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

### **32.3 By-Laws Deemed Applicable**

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

### **32.4 Notices Binding on Members**

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

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

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#### **33.1 Source of Funds**

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

#### **33.2 Association to Keep Records**

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

#### **33.3 Records Kept in Accordance with Act**

Proper accounting and other records shall be kept in accordance with the Act. The books of account shall be kept in the care and control of the Board.

#### **33.4 Association to Retain Records**

The Association shall retain such records for seven years after the completion of the transactions or operations to which they relate.

#### **33.5 Board to Submit Accounts**

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

#### **33.6 Accounts Conclusive**

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

#### **33.7 Accounts to be Sent to Members**

The Board shall cause to be sent to all persons entitled to receive notice of Annual General Meetings in accordance with this Constitution, a copy of the statements of account, the Board's report, the auditor's report (if any) and every other document required under the Act (if any).

#### **33.8 Negotiable Instruments**

All cheques, promissory notes, bankers, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Association, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two duly authorised Directors or in such other manner as the Board determines.

#### **33.9 Inspection Rights**

Having regard to confidentiality considerations and privacy laws all accounts, books, securities and any other relevant documents of the Association will be available for inspection free of charge by any member upon reasonable request.

## **34. AUDITOR**

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

## **35. NOTICE**

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### **35.1 Manner of Notice**

- (a) Notices may be given to any person entitled under this Constitution to receive any notice by sending the notice by pre-paid post or facsimile transmission or where available, by electronic mail, to the Member's registered address or facsimile number or electronic mail address.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three days after posting.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- (d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the electronic mail message was received at the electronic mail address to which it was sent.

### **35.2 Notice of General Meeting**

Notice of every General Meeting shall be given in the manner authorised in this Constitution.

## **36. SEAL**

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### **36.1 Safe Custody of Seal**

The Board shall provide for safe custody of the Seal.

### **36.2 Affixing Seal**

The Seal shall only be used by authority of the Board and every document to which the seal is affixed shall be signed by two Directors.

## **37. ALTERATION OF CONSTITUTION**

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- (a) The Constitution of the Association shall not be altered except by Special Resolution in accordance with the Act, and in compliance with all other procedures under the Act (if any).
- (b) In addition, there shall be no alteration or amendment to **Rule 40** without the consent of the relevant Minister or other authorised person under the Act.

## **38. INDEMNITY**

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### **38.1 Directors to be Indemnified**

Every Director, officer, auditor, manager, employee or agent of the Association shall be indemnified out of the property or assets of the Association against any liability incurred by him in his capacity as Director, officer, auditor or agent in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in relation to any such proceedings in which relief is, under the Act, granted to him by the Court.

### **38.2 Association to Indemnify Directors**

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

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

## **39. DISSOLUTION**

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Subject to **Rules 6 and 7**, the Association may be wound up in accordance with the provisions of the Act.

## **40. AUTHORITY TO TRADE**

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The Association is authorised to trade in accordance with the Act.

## ANNEXURE A



### SURF LIFE SAVING AUSTRALIA POLICY STATEMENT GRIEVANCE PROCEDURE

POLICY NUMBER
<b>6.6</b>
<b>MAY</b>
<b>2008</b>

#### BACKGROUND

This procedure explains what to do if you have a grievance about anything to do with Surf Life Saving. A grievance means any type of problem, concern or complaint about your involvement or the environment you are involved in. For example, you could have a grievance about:

- Development and training availability;
- How an issues has been handled
- The club environment;
- Safety in the workplace;
- The treatment by an official or officer
- Discrimination; or
- Harassment.

SLSA recognises you can't do a good job or be fully productive, if you feel other members or officers or anyone else at the organisation is treating you unfairly, discriminating against you or harassing you.

#### RELATED POLICIES AND PROCEDURES

Another policy that may be read in conjunction with the Grievance Procedure is the Member Safety and Wellbeing Policy. The SLSA Regulations also provides guidance on the judiciary and disciplinary procedures.

#### KEY PRINCIPALS

Confidential – only the people directly involved in the grievance or sorting it out, can have access to information. See the section headed "Record Keeping" for more information about where and how records will be kept.

Impartial (fair) – all sides get a chance to tell their side of the story. No-one makes any assumptions or takes any action until all relevant information has been collected and considered. All sides have access to support or representation if they want or need it.

Free of unfair repercussions or victimisation – management and officers takes all necessary steps to make sure people involved in a grievance are not victimised for coming forward with a grievance or helping sort it out. If anyone victimises anyone else for making a grievance, they may be disciplined. However, if you use this grievance procedure to make up a grievance against someone that is not true, you too can be disciplined.

Sorted out at the local level, if possible – we aim to sort out all grievances at the local level, if possible, with the minimum of fuss. In many cases, grievances can be sorted out by agreement between the people involved with no need for further action to be taken.

Sensitively – the people who help sort out grievances have been specially trained to treat all grievances seriously and sensitively.

Timely – we aim to deal with all grievances as quickly as possible. There are time limits for different stages. We aim to sort out grievances within four weeks if at all possible. Most grievances can be sorted out even faster than that.

## **WHAT TO DO IF YOU HAVE A GRIEVANCE**

### **STEP 1A:**

Try to sort it out yourself with the person or people involved, if you can.

Sometimes people didn't mean to do what they did, and the matter can be sorted out by a simple explanation or apology. You should approach the person or people involved as soon as possible, if you can.

### **STEP 1B:**

If you aren't sure how to handle the problem yourself, speak to a club or organisation Official.

Officers do not investigate or sort out grievances. However, they can go with you to see someone who can sort it out for you.

### **STEP 2:**

If you can't sort the matter out yourself you can approach an SLSA Grievance Handler

The grievance handler will, wherever practical within three working days:

- get full information from you about your grievance and what will sort it out as far as you are concerned;
- decide whether the allegation is serious enough that, if proven, it would be a breach of discipline or other related policy (such as member safety and wellbeing). If they decide this they must refer the matter for a disciplinary inquiry in accordance with the SLSA regulations or local/ State constitution.

- explain how the rest of the grievance procedure works, (including what will be done to protect you from victimisation). They will also refer you to people who can provide you with advice or support if you need these.
- decide if they are the appropriate person to continue handling the grievance. They may be too junior in the hierarchy, too biased or seen to be too biased, to handle the grievance. If they can't handle it, they will refer you to another appropriate grievance handler. That person will talk to you and then continue with the process as described below.

#### STEP 3:

The grievance handler will get the other side of the story.

Wherever practical, within three working days of interviewing you, the grievance handler will put the information they've received from you to the person / people you are complaining about to get their side of the story.

If the two sides of the story contradict one another, the grievance handler may contact you and /or the other party for further information. The grievance handler may also ask one or both parties for the names of witnesses who can provide further information.

It is not a breach of confidentiality for the grievance handler to speak to witnesses. The grievance handler won't speak to any more witnesses than they need to and they won't tell the witnesses any more than necessary to get the information they need from them.

You must not contact the witness or witnesses. The grievance handler will do this.

#### STEP 4:

The grievance handler will decide how the grievance should be resolved (sorted out) and let everyone involved know.

Where the grievance involves an allegation of a less serious nature *and* the main facts *are not* in dispute, they will offer to "mediate" it. This means they will help you and the other person / people come to a joint agreement about how the grievance should be resolved. If the person making the complaint does not want mediation, the grievance handler will discuss other processes (eg. letter of apology, counselling, etc.) with you.

The grievance handler will keep a confidential record of the agreement reached and the matter will go no further, unless one party complains that the agreement has been breached.

Where the grievance involves an allegation of a less serious nature *and* the main facts *are* in dispute, the grievance handler will:

Tell you and the other person involved about what might have happened had the grievance been proven one way or the other;

Warn you and the other person / people involved about the consequences of either party victimising the other for making a complaint;



Tell you and the other person / people involved about your right to appeal;

The grievance handler will keep a confidential record of the action taken. No further investigatory action will be taken by the grievance handler.

Where the grievance involves an allegation of a more serious nature, that is not a breach of discipline or a child protection issue (see Member Safety and Wellbeing Policy), the grievance handler will work out, whether, "on the balance of probabilities" (that is, whether it is more likely than not) the unjustified treatment, discrimination or harassment:

- did happen (that is, the grievance is substantiated); or
- didn't happen (that is, the grievance is vexatious); or
- is not able to be substantiated one way or another because of lack of evidence (not substantiated).

If the grievance handler decides it did happen, they will take (or recommend, to the CEO) appropriate remedial action.

If the grievance handler decides you made up the grievance, they will take (or recommend to the CEO) appropriate remedial action.

If the grievance handler cannot work out whether the allegation did or did not happen because of lack of evidence, they may refer the matter to a more senior officer or for further investigation and to make a final determination. If they do this, they will tell all parties involved.

## **KINDS OF REMEDIAL ACTION AVAILABLE**

Examples of remedial action are:

- Take necessary action to rectify the issue.
- Counselling the person who harassed, discriminated against or treated you unfairly. The aims of counselling are to make the members more aware of the inappropriate behaviour, what is expected and what the consequences are likely to be if the behaviour occurs again;
- Taking action under the Member Safety and Wellbeing Policy or Judicial Guidelines
- Requesting the person who harassed, discriminated against or treated you unfairly to apologise to you;
- Denying the person who harassed, discriminated against or treated you unfairly certain opportunities for a specified period of time;
- Considering the appropriateness of sending the person on a training course or rotating them in another position to improve their skills.



In making the decision about the type of remedial action to take/ recommend the grievance handler will consider:

- The seriousness of the breach and what our policies say about this type of breach;
- Whether the person / people involved knew what they were doing and intended to do it;
- Whether remedial action has been taken in relation to this type of breach before; and
- Whether there are any particular circumstances that mean that remedial action should not be taken at all, or not so seriously.

If remedial action is recommended by a grievance handler who is not the direct line officer of the person against whom the remedial action is recommended, they will contact the direct line officer to discuss the remedial action recommended. If agreed, the direct line officer will then be responsible for implementing the recommended remedial action. If there is no agreement between the grievance handler and the direct line officer/ supervisor about the recommended remedial action, the National CEO will make a final decision.

## **RECORD KEEPING**

The grievance handler will keep written notes of:

- their interviews with all parties to a grievance; and
- what action they took to resolve the grievance using the record keeping forms

These notes will be kept in a designated secure place in the grievance handler's office while the grievance handler is sorting the matter out.

Once the matter has been finalised, the grievance handler will send all records to the SLISA Grievance Officer who will keep all records of grievances in a locked filing cabinet in her or his office. Particular details of the grievance will be entered into a secure database (password protected), so systemic problems can be identified and trends reported on.

## **APPEALS**

If you do not think the grievance procedure was followed, or if you do not think the outcome of the grievance is fair, you can appeal.

Appeals should be made to a person higher up in the hierarchy than the person you originally complained to (for example, if the original grievance handler was your club officer, you should appeal to the next highest level)

The person who handles the appeal will generally “rehear” the grievance, by going through the same steps as the person who handled the original grievance. However, they may decide to interview more witnesses if they think that will help.

They may confirm the decision or overturn it and make a different decision.

## **WHO CAN HANDLE GRIEVANCES?**

Grievance Handlers are appointed on a National Level by the CEO. Other Grievance Handlers may be appointed from time to time by States, Branches and Clubs.

### *For support*

Both the person making the grievance and the person/ people against whom the grievance has been made are entitled to support from a Grievance Officer or other support person. A support person may be a friend from within the organisation etc or relative. A grievance officer is someone who has been trained in the support of people who have made a complaint and the in the collection of information and investigation of that complaint.

The support person does not say anything in grievance meetings. They are simply there to provide moral / emotional support for the person involved. The support person is also bound by confidentiality. This will be explained to them by the grievance handler.

### *For legal advice*

At any time during a grievance you are involved in you can get legal advice from a legal representative. However, you may not bring a legal representative to the meeting, as this escalates the grievance, and makes it more difficult to resolve.

## **FURTHER INFORMATION**

The General Manager, Operations (SLSA Grievance Officer), Peter Agnew (02) 9300 4000 [pagnew@slsa.asn.au](mailto:pagnew@slsa.asn.au)