

# **Constitution**

**WYE RIVER SURF LIFE SAVING CLUB INCORPORATED**

**Adopted 23 April 2022**

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# ASSOCIATIONS INCORPORATION ACT 1981 (VIC)

## CONSTITUTION

of

### WYE RIVER SURF LIFE SAVING CLUB INCORPORATED

#### 1 NAME OF THE CLUB

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

#### 2 OBJECTS OF THE CLUB

The Club is a charitable community service based institution incorporated under the Associations Incorporation Act (Vic) 1981. The objects for which the Club 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 Club, 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 Club, 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 Club, 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) actively promote sustainability and environmental considerations in Wye River and Separation Creek and the community generally;
- (k) use and protect its intellectual property

- (l) apply the property and capacity of the Club towards the fulfilment and achievement of these Objects;
- (m) promote the involvement and influence of lifesaving standards, techniques, awards and education with bodies involved in lifesaving;
- (n) strive for Governmental, commercial and public recognition of the Club as the authority on aquatic safety and management in Wye River and Separation Creek;
- (o) 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;
- (p) further extend the operations and teachings of the Club throughout Wye River and Separation Creek;
- (q) 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;
- (r) review and/or determine any matters relating to lifesaving which may arise, or be referred to it, by any Member;
- (s) 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;
- (t) 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;
- (u) represent the interests of its Members and of lifesaving generally in any appropriate forum in Wye River and Separation Creek;
- (v) have regard to the public interest in its operations;
- (w) 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;
- (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 CLUB**

Solely for furthering the Objects, the Club 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**

- (a) The income and property of the Club 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 Club 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 Club to any Member who holds any office of the Club.
- (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 Club whether as an employee or otherwise;
  - (ii) goods supplied to the Club 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 Club;
  - (v) any out-of-pocket expenses incurred by the Member on behalf of the Club;

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**

The liability of the Members of the Club is limited.

## 6 MEMBER'S CONTRIBUTIONS

Every Member of the Club undertakes to contribute to the assets of the Club 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 Club contracted before the time at which it ceases to be a Member and the costs, charges and expenses of winding up the Club, such an amount not exceeding one dollar (\$1.00).

## 7 DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or dissolution of the Club 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 Club 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

### 8.1 Definitions

In this Constitution unless the contrary intention appears:

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

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

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

**Committee** means the body managing the Club and consisting of the Committee Members under **Rule 27**.

**Committee Member** means a member of the Committee appointed in accordance with this Constitution.

**Constitution** means this Constitution of the Club.

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

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

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

**Individual Member** means a registered member of the Club and can include junior (**Nipper**) members; cadet members; active members; reserve active members; associated members; honorary members and life members of the Club 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 Club or any

championship, competition, series or event or lifesaving activity of or conducted, promoted or administered by the Club.

**Life Member** means an individual appointed as a Life Member of the Club 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 Club.

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

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

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

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

**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 Club 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 THE CLUB**

### **9.1 Recognition of the Club**

Subject to compliance with this Constitution, the LSV constitution, and the SLSA constitution, the Club 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 the Club**

The Members acknowledge and agree the Club shall:

- (a) be or remain incorporated in Victoria;
- (b) appoint a Delegate annually to represent the Club 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 Committee Members;
- (e) adopt the objects of LSV (in whole or in part as are applicable to the Club) 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 Club 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 Club 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 Club; or
  - (ii) acted in a manner prejudicial to the Objects and interests of the Club and/or lifesaving; or
  - (iii) brought themselves, the Club, any Life Saving Club or lifesaving into disrepute,

the Club 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 CLUB'S CONSTITUTION

### 10.1 Constitution of the Club

- (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 SLSA;
    - (iii) recognising SLSA as the national peak body for lifesaving in Australia, in accordance with the SLSA constitution;
    - (iv) recognising LSV as the peak body for lifesaving in Victoria;
    - (v) recognising SLSA as the final arbiter on matters pertaining to lifesaving in Australia, including disciplinary proceedings; and
    - (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 Club, LSV or of SLSA 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 SLSA prevails over the constitutions of LSV and/or the Club. The constitution of LSV prevails over the constitution of the Club.

## 10.2 Operation of the LSV Constitution

- (a) The Club 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 Club shall provide to LSV a copy of its Constitution and all amendments to this document. The Club 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

## 11.1 Categories of Members

The Members of the Club 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.

## 11.2 Life Members

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

# 12 SUBSCRIPTIONS AND FEES

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

## **13 APPLICATION**

### **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 SLSA, from the applicant or its nominated representative and lodged with the Club;
- (b) accompanied by the appropriate fee, if any.

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

- (a) The Club 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 Club must act reasonably and in good faith.
- (b) Where the Club accepts an application the applicant shall, subject to notification to LSV, become a Member.
- (c) Membership of the Club shall be deemed to commence upon acceptance of the application by the Club. The Register shall be updated accordingly as soon as practicable.
- (d) If the Club rejects an application, it shall refund any fees forwarded with the application, and the application shall be deemed rejected by the Club. No reasons for rejection need be given.

### **13.3 Re-Application**

- (a) Members must re-apply for membership of the Club in accordance with the procedures set down by the Club from time to time. Membership renewal is not automatic and a re-application may be accepted or rejected by the Club in its discretion but acting reasonably and in good faith at all times. If the Club rejects a re-application, it shall refund any fees forwarded with the application, and the re-application shall be deemed rejected by the Club. 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 Club.

## **14 REGISTER OF MEMBERS**

### **14.1 Register**

The Club 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 Committee Member and Delegate.

Members shall provide notice of any change and required details to the Club 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, Committee Member 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 Club to further the Objects, as the Committee considers appropriate.

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

The Club 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 Club 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**

Members acknowledge and agree that:

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

# **16 DISCONTINUANCE OF MEMBERSHIP**

## **16.1 Notice of Resignation**

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

## **16.2 Discontinuance for Breach**

- (a) Membership of the Club may be discontinued by the Committee upon breach of any clause of this Constitution, including but not limited to the failure to pay any monies owed to the Club, failure to comply with the By-Laws or any resolution or determination made or passed by the Committee or any duly authorised committee.

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

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

If a Member has not re-applied for Membership with the Club 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 Committee.

### **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 Club and its property and shall not use any lifesaving equipment or other property of the Club including Intellectual Property. Any Club documents, records or other property in the possession, custody or control of that Member shall be returned to the Club immediately.

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

Membership which has been discontinued under this **Rule 16** may be reinstated at the discretion of the Committee, 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.

## **17 GRIEVANCES, JUDICIAL AND DISCIPLINE**

- (a) The Club adopts the Grievances Procedure of SLSA as amended from time to time.
- (b) The Club adopts the Judicial and Discipline Regulations of SLSA as amended from time to time.

## **18 ANNUAL GENERAL MEETING**

- (a) An Annual General Meeting of the Club shall be held in accordance with the Act and on a date and at a venue to be determined by the Committee.

- (b) All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with this Constitution.

## 19 NOTICE OF GENERAL MEETING

- (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. Any auditor and the Committee Members shall also be entitled to notice of every General Meeting. 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.

## 20 BUSINESS AT AGM

- (a) In addition to any business required to be transacted at the AGM under the Act, the business of the AGM shall include the following:
  - (i) confirmation of minutes from previous AGM and of any special general meeting held since then;
  - (ii) to receive and consider:
    - (A) reports of the Board;
    - (B) reports of auditors (if any);
    - (C) financial statements of the Association; and
    - (D) any other reports as determined by the Board,
  - (iii) election of office bearers and Committee members (as applicable);
  - (iv) confirmation of the appointment and fixing of the remuneration of any auditor; and
  - (v) any other business of which notice is given in accordance with this Constitution.
- (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.

## **21 NOTICES OF MOTION**

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.

## **22 SPECIAL GENERAL MEETINGS**

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

The Committee may, whenever it thinks fit, convene a Special General Meeting of the Club 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.

### **22.2 Requisition of Special General Meetings**

- (a) The Committee 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 Club. 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 Committee does not cause a Special General Meeting to be held within onemonth after the date on which the requisition is sent to the Club, 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 Committee.

## **23 PROCEEDINGS AT GENERAL MEETINGS**

### **23.1 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.

### **23.2 President to preside**

The President shall, subject to this Constitution, preside as chair 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 Committee Members to preside as chair for that meeting only.

### 23.3 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 chair 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 chair 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.

### 23.4 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 chair; or
- (b) a simple majority of Members entitled to vote.

### 23.5 Recording of Determinations

Unless a poll is demanded under **Rule 23**, a declaration by the chair that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Club shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

### 23.6 Where Poll Demanded

If a poll is duly demanded under **Rule 23.4** it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chair directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

### 23.7 Use of technology

- (a) A Member not physically present at a General Meeting may, with the President's approval, participate in the meeting by the use of technology that allows that Member and the other Members present at the meeting to clearly and simultaneously communicate with each other.
- (b) A Member participating in a General Meeting as permitted under **Rule 23.7(a)** is taken to be present at the meeting and, if the Member (being entitled to vote) votes at the meeting, is taken to have voted in person.

### 23.8 Procedural irregularities

- (a) No decision of the Club, the Committee or any committee authorised entity shall be invalid merely because of a failure to give proper notice under this Constitution or the By-

Laws or other irregularity in procedure required by this Constitution or the Regulations unless a person suffers substantial prejudice as a result of that failure to give proper notice or irregularity in procedure.

- (b) The Club, the Committee or other committee authorised entity may confirm an earlier decision which may have been otherwise invalid because of a failure to give proper notice or other irregularity in procedure and the decision shall be deemed to be valid from the time it was originally made.

## **24 VOTING AT GENERAL MEETINGS**

### **24.1 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 Committee Members 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**.

### **24.2 Casting Vote**

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

## **25 PROXY VOTING**

Proxy voting shall not be permitted at any General Meeting.

## **26 POWERS OF THE COMMITTEE**

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

## **27 COMPOSITION OF THE COMMITTEE**

### **27.1 Composition of the Committee**

As from the adoption of this Constitution, the Committee shall comprise:

- (a) the President;
- (b) the Vice-President;
- (c) the Secretary;
- (d) the Treasurer;
- (e) the Club Captain;
- (f) the Director - Training and Development;
- (g) the Director - Facilities; and
- (h) up to 3 additional Committee Members,

who must all be Individual Members (over the age of 18 years of age) and who shall be elected under **Rule 28**.

For the period following the adoption of this Constitution until the completion of the following Annual General Meeting, there may be a period of transition from the Committee roles prescribed under the previous constitution to these roles.

## **27.2 Portfolios and position**

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

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

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

## **27.4 Appointment of Delegate**

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

# **28 ELECTION OF COMMITTEE MEMBERS**

## **28.1 Nominations of Candidates**

- (a) Nominations for candidates to be elected to the Committee shall be called for by the Club 14 days prior to the Annual General Meeting. When calling for nominations the Club 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 Committee from time to time.
- (b) Nominations of candidates for election as Committee Members 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 Club prior to the Annual General Meeting.
- (c) If insufficient nominations are received to fill all available vacancies on the Committee the candidates nominated shall, subject to declaration by the chair, 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 chair, 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 Committee.

## **28.2 Voting procedures**

Elections shall be conducted by such means as is prescribed by the Committee in the By-Laws. Elections must be conducted formally and the Club 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 Committee Members**

Committee Members 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. Committee Members may be re-elected.

# **29 VACANCIES OF COMMITTEE MEMBER**

## **29.1 Grounds for Termination of Office of Committee Member**

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

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with their creditors generally;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (d) resigns his office in writing to the Club;
- (e) is absent without the consent of the Committee from meetings of the Committee 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 Club;
- (g) is directly or indirectly interested in any contract or proposed contract with the Club 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 Committee Member under the law.

## **29.2 Remaining Committee Members May Act**

In the event of a casual vacancy or vacancies in the office of a Committee Member or Committee Members, the remaining Committee Members may act but, if the number of remaining Committee Members is not sufficient to constitute a quorum at a meeting of Committee Members, they may act only for the purpose of increasing the number of Committee Members 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 Committee Member, the Committee 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 COMMITTEE

### 30.1 Committee to Meet

The Committee 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 Committee Member may at any time convene a meeting of the Committee within a reasonable time.

### 30.2 Decisions of Committee

Subject to this Constitution, questions arising at any meeting of the Committee shall be decided by a majority of votes and a determination of a majority of Committee Members shall be deemed a determination of the Committee. All Committee Members shall have one vote on any question. The chair 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 Committee Members for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Committee Members duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Committee Members.
- (b) Without limiting the power of the Committee to regulate its meetings as it thinks fit, a meeting of the Committee may be held where one or more of the Committee Members 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, electronically or other form of communication;
  - (ii) notice of the meeting is given to all the Committee Members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Committee or these Rules and such notice specifies that Committee Members 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 Committee Members which constitutes a quorum, and none of such Committee Members 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 Committee Members is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Committee Member is there present and if no Committee Member is

there present the meeting shall be deemed to be held at the place where the Chair of the meeting is located.

### **30.4 Quorum**

At meetings of the Committee the number of Committee Members whose presence is required to constitute a quorum is a majority of the Committee Members.

### **30.5 Notice of Committee Meetings**

Unless all Committee Members 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 Committee must be given to each Committee Member.

### **30.6 Conflict of Interest**

A Committee Member shall declare their interest in any commercial, financial, contractual, selection, disciplinary or other matter in which a conflict of interest arises or may arise, and shall absent themselves 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 Committee Member to absent themselves from discussion or refrain from voting, the issue should be immediately determined by vote of the Committee, 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**

### **31.1 Committee may Delegate Functions**

The Committee 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 Committee determines.

### **31.2 Delegation by Instrument**

The Committee 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 Committee by the Act or any other law, or this Constitution or by resolution of the Club 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 Committee under **Rule 30**. The entity exercising delegated powers shall make decisions in accordance with the Objects, and shall promptly provide the Club with details of all material

decisions and shall provide any other reports, minutes and information as the Club 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 Committee 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**

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

The Committee may formulate, issue, adopt, interpret and amend such By-Laws for the proper advancement, management and administration of the Club, 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 Club and Members of the Club.

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

All clauses, rules, by-laws and regulations of the Club 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 Club by means of notices approved and issued by the Committee.

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

### **33.1 Source of Funds**

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

### **33.2 Club to Keep Records**

The Club shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Club and the Committee.

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

Proper accounting and other records shall be kept in accordance with the Act.

### **33.4 Club to Retain Records**

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

### **33.5 Committee to Submit Accounts**

The Committee shall submit to the Members at the Annual General Meeting the statements of account of the Club 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 Committee shall cause to be provided to all persons entitled to receive notice of Annual General Meetings in accordance with this Constitution, a copy of the statements of account, the Committee'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 shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two duly authorised Committee Members or in such other manner as the Committee determines.

### **33.9 Inspection Rights**

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

## **34 AUDITOR**

The Club may, subject to the law, appoint a properly qualified auditor or auditors. Any 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. Club

## **35 NOTICE**

### **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 post or by electronic mail, to the Member's registered address or electronic mail address, or by posting the notice prominently on the Club's website.

- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing 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 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.
- (d) Where a notice is sent by posting the notice prominently on the Club's website, service of the notice shall be deemed to be effected one day after it is posted on the website.

## **35.2 Notice of General Meeting**

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

## **36 SEAL**

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

The Committee shall provide for safe custody of the Seal.

### **36.2 Affixing Seal**

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

## **37 ALTERATION OF CONSTITUTION**

- (a) The Constitution of the Club 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 39** without the consent of the relevant Minister or other authorised person under the Act.

## **38 INDEMNITY**

### **38.1 Committee Members to be Indemnified**

Every Committee Member, officer, auditor, manager, employee or agent of the Club shall be indemnified out of the property or assets of the Club against any liability incurred by them in their capacity as Committee Member, officer, auditor, manager, employee or agent in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is, under the Act, granted to them by the Court.

### **38.2 Club to Indemnify Committee Members**

The Club shall indemnify its Committee Members, officers, managers and employees against all damages and costs (including legal costs) for which any such Committee Member, 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 Committee Member or officer, performed or made whilst acting on behalf of and with the authority, express or implied of the Club; and
- (b) in the case of an employee, performed or made in the course of, and within the scope of his employment by the Club.

## **39 DISSOLUTION**

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

## **40 AUTHORITY TO TRADE**

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