

BY-LAWS OF THE **NORTH COTTESLOE SURF LIFE SAVING CLUB (INC)**

Approved by BOM on August 2016

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1 DEFINITIONS

“Active Member” means a Member as defined in clause 6.2.

“Age Group Manager” means the officers appointed by the Chair of Juniors responsible for Nippers in the Club, including, but not limited to, being responsible for organising the participation of Nippers in all inter-club and intra-club activities including Junior Surf Carnivals, liaising with Sections within the Club in respect of Nipper activities and being a point of contact for parents and prospective Nippers.

“Award” means an award of SLSWA.

“Board of Management” means the Board of Management of the Club as defined in the Constitution.

“By-Laws” means these by-laws of the Club as amended from time to time by the Board of Management.

“Cadet” means a Member who has attained the age of 13 years and is under 16 years of age prior to the commencement of the Season.

“Cadet Officer” means the officer appointed by the Chair of Juniors for Cadets in the Club, including, but not limited to, being responsible for organising the participation of Cadets in all inter-Club and intra-Club activities including Junior Surf Carnivals, liaising with Sections within the Club in respect of Cadet activities and being a point of contact for parents and prospective Cadets.

“Club” means the North Cottesloe Surf Life Saving Club (Inc.).

“Club Equipment” means any equipment to be used for the purpose of a Section of the Club.

“Club Officer” means an officer of the Board of Management pursuant to clause 3.

“Constitution means the constitution of the Club.

“Ex Patriate Member” means a Member as defined in clause 6.9(a).

“Expenditure” means expenditure on Club Equipment or other expenses of a Section.

“Family Member” means a Member as defined in clause 6.5.

“IRB” means inflatable rescue boat and includes outboard motors and the IRB radio.

“Junior” means a Member who has attained the age of 17 years and is under 19 years of age prior to the commencement of the Season.

“Junior Officer” is as defined in clause 3.4(a).

“Life Member” means a Member as defined in clause 6.8.

“Life Membership Committee” means that committee as appointed by the Board of Management and defined in clause 6.8.

“Long Service Member” means a Member as defined in clause 6.7.

“malibu” means racing malibu or racing surf board.

“Member” means member of the Club.

“Member Services” means the following services and/or activities:

- (a) Patrols or Patrolling;
- (b) performing required cleaning and/or maintenance on any Club Equipment or any of the assets of the Club, including the premises of the Club (as recognised by the Chair of Lifesaving or Club Captain);
- (c) performing and/or providing surf lifesaving education for the Club or community (as recognised by the Chair of Lifesaving);
- (d) providing assistance to any of the Club Officers (as recognised by the relevant Club Officer).

“Nipper” means a Member who has attained the age of 5 years and is under 13 years of age prior to the commencement of the Season.

“Nipper Patrol” is any life saving service or activity that is for the benefit of activities concerning Nippers and/or Cadets;

“Patrol” means any lifesaving service or activity which includes, but is not limited to, the following:

- (a) patrolling the Club’s Patrol Area;

- (b) assisting neighbouring surf lifesaving clubs (as recognised by the Chair of Lifesaving);
- (c) providing water safety or lifesaving assistance at competition (whether surf lifesaving or otherwise), Club, other surf lifesaving club or body, other sporting club or community events or activities (as recognised by the Chair of Lifesaving);
- (d) performing Nipper Patrols; and
- (e) assisting in any activities concerning Nipper and/or Cadets (as recognised by the Chair of Juniors).

“Patrol Area” means the area of beach that the Club is obligated to patrol pursuant to the Patrol Contract.

“Patrol Captain” means those Members appointed as Patrol Captains by the Chair of Lifesaving.

“Patrol Contract” means the contract negotiated between SLSWA and the Club which specifies the terms by which the Club must patrol the beach and is to be put up in the patrol room.

“Patrol Equipment” means any equipment or gear that is used for the purposes of patrolling the beach including, but not limited to, radios, binoculars, tower, flags, signs, rescue boards, rescue tubes, patrol shirts and shorts and oxygen equipment.

“Patrol Supervisor” means those Members appointed as Patrol Supervisors by the Chair of Lifesaving.

“Prize” means any money and/or goods won by a Member but does not include goods under the value of \$100.00, provided that the Board of Management may otherwise determine what falls within this category.

“Probationary Member” means a Member as defined in clause 6.1.

“Season” means the date referred to in clause 2.1.

“Section” means the swim, ski, board, boat, beach sprint, running, march past, lifesaving competition, surf board riding or IRB racing section of the Club, or any other section of the Club created by order of the Board of Management and which competes in Surf Events.

“Section Captain” means the Boat Captain, Board Captain, Beach Sprint Captain, Running Captain, Swim Captain, March Past Captain, Lifesaving Competition Captain, Surf Board Riding Captain, IRB Racing Captain or such other Section Captain created by order of the Board of Management.

“Senior” means a Member who has attained the age of 19 years prior to the commencement of the Season.

“Ski” means single surf ski or double surf ski.

“SLSWA” means the Surf Life Saving Association of Western Australia.

“Special Events” means those functions or events designated as such by the Board of Management and which may include the President’s Cocktail Party, the State Titles Party, the Club Sundowners, the Club Annual Dinner, SLSWA social events, the Surf Lifesaving Street Appeal and Country Carnivals.

“Surf Carnival” means any official surf carnival sanctioned by SLSWA during a season.

“Surf Event” means any competition or event:

- (1) run by SLSA;
- (2) run by SLSWA;

- (3) run by any person, body or affiliated organisation whereby the competition or event consists of surf lifesaving events; or
- (4) determined to be a Surf Event by order of the Board of Management.

“Surf Sports Development Officer” means the person appointed by the Board of Management in such position.

“Suspension” means suspended from Club activities and use of the Club premises and facilities.

“Termination” means a person is no longer a member of the Club.

2 SEASON, PATROLS AND FINANCIAL YEAR

2.1 The Club Season

- (a) The season shall be from the 1st Sunday of October to the 31st day of March in each year or as promulgated by SLSWA.
- (b) Patrol duties shall be performed during the season as laid down by SLSWA from time to time or as further provided by the Board of Management.

2.2 The Club Financial Year

The Financial Year of the Club shall be from the 1st day of July until the 30th day of June in each year.

3 DUTIES AND RESPONSIBILITIES OF CLUB OFFICERS

3.1 President

The President will:

- (a) preside at all annual, special and general meetings and Board of Management meetings;
- (b) maintain order within the Club;
- (c) ensure that the duties of other Club Officers are properly performed;
- (d) ensure that the discipline of the Club is enforced;
- (e) delegate such powers to other members of the Board of Management or the General Manager as required from time to time; and
- (f) sign as a true record all minutes of annual, special and general meetings and Board of Management meetings, following the relevant approval(s).

3.2 Club Captain

The Club Captain:

- (a) will report to the Board of Management;
- (b) will act as a leader in the Club and an advocate for Members;
- (c) will appoint Section Captains and coaches in conjunction with the Chair of Surf Sports for approval by the Board of Management;

- (d) will chair the team selection panel;
- (e) will have responsibilities at surf sports competitions as agreed with the Chair of Surf Sports;
- (f) may, in conjunction with the Chair of Surf Sports and General Manager, appoint any necessary team managers;
- (g) will be responsible for recommending policies or by-laws to the Board of Management; and
- (h) will be invited as a standing member on any committee or panel convened under the Constitution and the By-Laws or in the exercise of the Board of Management's function.

3.3 Treasurer

The Treasurer:

- (a) will maintain the Club bank accounts or other accounts;
- (b) will prepare and manage the annual budget;
- (c) will liaise with and provide information to the auditor;
- (d) will be responsible for organising payments and receipts of the Club;
- (e) will be responsible for managing the accounts of the Club;
- (f) will report to the Board of Management on any financial matter;
- (g) will organise and co-ordinate sponsorship for the Club, any Members or Club teams; and
- (h) may organise and co-ordinate a sub-committee, of which he/she will act as chairperson, to perform any or all of the above functions.

3.4 Chair of Juniors

The Chair of Juniors:

- (a) will locate candidates and appoint Age Group Managers and other relevant officers relating to Nippers and Cadets which the Chair of Juniors consider are needed ("Junior Officers");
- (b) will assist and ensure Junior Officers:
 - (1) plan a Season calendar;
 - (2) locate volunteers;
 - (3) organise special events;
 - (4) develop a budget for the Season;
 - (5) organise examinations and requalifications of Nippers and Cadets;
 - (6) organise participation of Nippers and Cadets in all inter-Club and intra-Club activities;
- (c) will liaise between the Junior Officers and Sections within the Club;
- (d) will be a point of contact for parents and prospective Nippers or Cadets or will prescribe/designate a point of contact with the relevant Junior Officer;

- (e) will organise and implement Nipper Patrols in conjunction with the Chair of Lifesaving;
- (f) may make policy(ies) in relation to the use of malibus for Nippers and/or Cadets;
- (g) will liaise between the General Manager and Junior Officers with respect to registration, records and payment of fees for Nippers or Cadets;
- (h) will promote youth lifesaving throughout the local community; and
- (i) may organise and co-ordinate a sub-committee (which will include the Junior Officers), of which he/she will act as chairperson, to perform any or all of the above functions.

3.5 Chair of Club Services

The Chair of Club Services:

- (a) will assemble and chair a social committee comprising of Members;
- (b) will be responsible for co-ordinating a season events calendar;
- (c) will reconcile the accounts, payments and receipts for each of the above functions or events with the General Manager within 2 weeks following the function or event in order that the Board of Management can ascertain whether a profit or loss has been made;
- (d) will organise and co-ordinate the sale and purchase of Club merchandise;
- (e) will prepare an annual budget to present to the Board of Management and regularly report to the Board of Management on the Club participation and financial success/loss of any social event;
- (f) may correspond officially with Members on social matters and the address of Members will be supplied to him/her for such purpose by the General Manager;
- (g) will be responsible for organising and co-ordinating Special Events;
- (h) will co-ordinate and ensure an effective decision-making process on the nominations for SLSWA and Club annual awards of achievement and recognition; and
- (i) may organise and co-ordinate a sub-committee, of which he/she will act as chairperson, to perform any or all of the above functions.

3.6 Chair of Assets

The Chair of Assets:

- (a) will liaise between Members and the Board of Management on issues regarding the Club premises and maintenance of Club plant and equipment;
- (b) will liaise between the Board of Management and providers of maintenance services;
- (c) will ensure;
 - (1) the Club premises are regularly maintained and repaired where necessary;
 - (2) the gymnasium and other plant and equipment are regularly maintained and repaired where necessary; and
 - (3) the Club premises are regularly cleaned;
- (d) will respond to and co-ordinate any special maintenance issues which may arise throughout the year;

- (e) will co-ordinate rubbish removal and arrange rubbish disposal on a regular basis;
- (f) will allocate and manage the ski racks pursuant to the By-Laws;
- (g) will coordinate a long-term asset management plan for the Club buildings and equipment; and
- (h) may organise and co-ordinate a sub-committee, of which he/she will act as chairperson, to perform any or all of the above functions.

3.7 Chair of Lifesaving

The Chair of Lifesaving:

- (a) will report to the Board of Management;
- (b) will at all times be subject to the direction of the Board of Management;
- (c) will assist the Club Captain in all his/her duties and in the absence of the Club Captain will have like power and authority;
- (d) will create and manage a Patrol roster and/or system for the Season in conjunction with the General Manager;
- (e) will liaise with and supervise the ongoing education of Patrol Captains and Patrol Supervisors;
- (f) will monitor and reschedule Patrols where necessary;
- (g) in conjunction with the General Manager, will be responsible for keeping a record of all Patrol attendances and activities;
- (h) in conjunction with the General Manager, will be responsible for maintaining the Patrol log book;
- (i) in conjunction with the General Manager, will be responsible for the regular data entry of individual Patrol hours for all Members;
- (j) will ensure:
 - (1) the regular checking of the radios and that they are charged and in correct working order; and
 - (2) the regular checking of Patrol uniforms and that they are washed or clean;
- (k) will ensure maintenance and checking on a regular basis that all oxygen equipment (oxy viva, oxygen bottles and any other oxygen equipment) is functional and contains adequate oxygen at all times, particularly during the Season;
- (l) will supervise and enforce the giving of penalty Patrols, particularly to those members who miss their rostered Patrols;
- (m) will select persons to be Patrol Supervisors and Patrol Captains and may create a roster in this respect;
- (n) will ensure that Patrols are running smoothly over the course of the Season and that high standards of vigilance are being maintained by all Patrols;
- (o) will set the roles and responsibilities of Patrol Supervisors and Patrol Captains and may delegate any of his/her duties under this clause to these persons or any other officers that the Chair of Lifesaving requires and appoints (at his or her discretion);
- (p) will purchase new Patrol Equipment, as required from time to time, but only in the event there is no gear officer for the Season;

- (q) will be the holder of the Instructors' Certificate or Advanced Resuscitation Certificate of SLSWA, provided that the Board of Management, at its absolute discretion, may exempt a person from this requirement;
- (r) may organise and co-ordinate a sub-committee, of which he/she will act as chairperson, to perform any or all of the above functions; and
- (s) will arrange Patrols and confer with the Patrol Supervisors or Patrol Captains during the Season to ensure efficiency of the Club in all Patrol work.

3.8 Chair of Education

The Chair of Education:

- (a) will report to the Board of Management;
- (b) will at all times be subject to the direction of the Board of Management;
- (c) will be responsible for the education and instruction of all Members in surf life saving and in encouraging Members to gain the awards of SLSWA;
- (d) will arrange coaching and instruction for Members and competition teams in all Awards, the Champion Patrol Competition, the Champion Lifesaver Competition, First Aid Competition and any other lifesaving competition events of SLSWA or SLISA;
- (e) will be responsible for managing, co-ordinating and supervising any community lifesaving programs that the Board of Management instructs the Chair of Lifesaving to run;
- (f) will be responsible for managing, co-ordinating and supervising the requalification of all Active Members and Long Service Members as is required pursuant to clauses 6.2(f) and 6.7(e);
- (g) will hold the Instructors' Certificate of SLSWA; and
- (h) may organise and co-ordinate a sub-committee, of which he/she will act as chairperson, to perform any or all of the above functions.

3.9 Chair of Surf Sports

The Chair of Surf Sports:

- (a) will be responsible for the performance of the Club in all competition and for the effective delivery or delegation of surf sports programs across the Club;
- (b) will report to the Board of Management;
- (c) will be a member of team selection panels;
- (d) will appoint Section Captains and coaches in conjunction with the Club Captain;
- (e) will put in place structures and programs, in conjunction with the Surf Sports Development Officer, to ensure the Club is well represented across all surf sports disciplines in state, national and international competitions;
- (f) will identify talent within the Club with specific attention on youth development and focusing on retention of competitors in conjunction with the Surf Sports Development Officer;
- (g) will ensure athletes have access to, and the Club has in place, adequate services to maximise competition potential;

- (h) will encourage Members to undertake and coordinate participation in coaching and officiating courses to increase qualifications;
- (i) will ensure athletes have the relevant qualifications and Patrol hours to be eligible to compete for the Club;
- (j) will oversee the logistics (water safety personnel, transport, officials etc) and athlete support (physios etc) for all competitions; and
- (k) may, in conjunction with the Club Captain and General Manager, appoint any necessary team managers.

3.10 Chair of Governance and Strategy

The Chair of Governance and Strategy:

- (a) will report to the Board of Management;
- (b) will make recommendations to the Board of Management in respect of long service membership;
- (c) will at all times be subject to the direction of the Board of Management;
- (d) will advise the Board of Management in relation to any issues concerning governance and strategy affecting the Club; and
- (e) will regularly review the Club's Constitution, By-Laws and other governance protocols/policies/procedures and advise the Club as to any necessary changes or improvements.

3.11 General Manager

The General Manager:

- (a) is appointed by the Board of Management;
- (b) reports directly to the Board of Management;
- (c) will develop and implement strategic initiatives which will underpin the viability, growth and success of the Club in community service and competition;
- (d) will oversee the day to day functioning of the Club, including management of staff;
- (e) will provide visible leadership in the areas of relationships with external stakeholders and sponsors, financial management, facility management and administration;
- (f) may advise and support office bearers and volunteers in the execution of his/her duties;
- (g) appoint and terminate staff within the structure approved from time to time by the Board of Management;
- (h) is an ex-officio member of the Board of Management; and
- (i) is the Chief Executive Officer of the Club.

4 MISCELLANEOUS CLUB POSITIONS

4.1 Auditor

- (a) At the annual general meeting an Auditor or Auditors holding the necessary qualifications, will be appointed by the general meeting.

- (b) The Auditor or Auditors will as soon as is practicable before the annual general meeting examine all Club books and accounts and will certify the annual Club statement of accounts and balance sheet.

4.2 Association Delegates

- (a) Delegates to SLSWA meetings will be members of the Board of Management, preferably the President, the Club Captain and the General Manager.
- (b) Delegates will attend all SLSWA meetings and report proceedings to the Board of Management and, where action is required, ensure that all necessary action is taken.
- (c) Delegates will vote at SLSWA meetings as instructed by the Board of Management.

5 DUTIES AND RESPONSIBILITIES OF SECTION CAPTAINS

5.1 Surf Sports Captains

Each Section Captain will:

- (a) report to and be subject to the direction of the Club Captain and Chair of Surf Sports;
- (b) be appointed by the Chair of Surf Sports and Club Captain;
- (c) be in charge of all equipment and gear relating to their surf sport (including transit to and from Surf Events) and be responsible for keeping them in good order and condition;
- (d) be responsible for liaising with the Chair of Surf Sports in respect to managing expenditure pursuant to the section;
- (e) be a member of any team selection panel and will be responsible for ensuring the proper entry of participants/competitors in any Surf Events or Surf Carnivals relating to the relevant Section;
- (f) in conjunction with the Chair of Surf Sports, supervise and be responsible for the training of competitors for their surf sport;
- (g) have the right to call on any Member to assist in handling the equipment and gear relating to their surf sport in all reasonable circumstances and conditions;
- (h) direct and command athletes for their surf sport; and
- (i) act as the first contact point to Members who wish to participate in their surf sport whether competitively or otherwise.

5.2 IRB Captain

The IRB Captain:

- (a) will report to and be subject to the direction of the Club Captain and any other relevant Club Officer;
- (b) will be appointed by the Club Captain;
- (c) will be in charge of all equipment and gear relating to the IRB (including transit to and from Surf Events) and be responsible for keeping them in good order and condition;

- (d) will be responsible for liaising with the Club Captain in respect to managing expenditure pursuant to the IRB Section;
- (e) will be a member of the team selection panel in relation to IRB competition and will be responsible for ensuring the proper entry of participants/competitors in any Surf Events or Surf Carnivals relating to the IRB Section;
- (f) will act as the first contact point to Members who wish to participate in IRB activities, whether competitively or otherwise.;
- (g) will ensure there is adequate fuel for the IRB at all times;
- (h) will, at the request of the Club Captain, prepare and lay buoys for swimming trials or races and will stand during such races;
- (i) will select IRB crews for Surf Carnivals and other Surf Events;
- (j) will, in conjunction with the Chair of Education, supervise and be responsible for the training of participating Members and IRB crews in IRB Awards and in competition;
- (k) will assist the various Club Officers in providing the services of the IRB where reasonably required by them;
- (l) will organise and provide water safety for Sunday Club activities, Patrols and any other Club activities, where required and in consultation with the Chair of Lifesaving and/or Chair of Juniors;
- (m) will hold the IRB Drivers Award of SLSWA;
- (n) will be responsible for the training of drivers and maintenance of all-terrain vehicles; and
- (o) may organise and co-ordinate a sub-committee, of which he/she will act as chairperson, to perform any or all of the above functions.

6 CATEGORIES OF CLUB MEMBERSHIP AND THEIR QUALIFICATIONS AND OBLIGATIONS

The following are the categories of Club membership and the qualifications required for and obligations of such membership.

6.1 Probationary membership

- (a) Probationary membership will be granted to any person during the period between that person's application for membership and that person gaining the appropriate Award or being granted a category of membership (other than probationary membership) by the Board of Management provided that:
 - (1) the period of probationary membership will be for only 6 months; or
 - (2) the period of probationary membership will be for a period greater than 6 months as specified by order of the Board of Management;
 and upon the expiry of the above period, probationary membership status will be automatically suspended if that person has not gained the appropriate Award or been granted a category of membership (other than probationary membership) by the Board of Management.
- (b) Probationary Members must attend classes of instruction in surf life saving and will be nominated for the relevant Award within 6 months of joining the Club or such extended time as agreed by the Board of Management in individual cases.

6.2 Active membership

- (a) Active Members will be Senior, Junior or Cadet Active Members in accordance with the requirements of SLSWA from time to time.
- (b) All candidates for Senior and Junior Active membership are required to obtain their SLSWA Bronze Medallion within 6 months of joining the Club and during such time will remain as Probationary Members, as set out in clause 6.1.
- (c) All candidates for Cadet membership who attained the age of 14 years prior to the commencement of the Season are required to obtain their Surf Lifesaving Certificate within 6 months of joining the Club and during such time will be classified as Probationary Members, as specified in clause 6.1
- (d) All Senior, Junior and Cadet Active Members are required to perform Patrol duties in accordance with the requirements set down by the Board of Management and SLSWA from time to time.
- (e) In special circumstances the Board of Management may grant a leave of absence from Patrols to any Active Member.
- (f) Every Active Member is required to re-qualify at an annual proficiency test within 3 months of the commencement of each Season unless that Member obtains his Bronze Medallion or Surf Lifesaving Certificate (whichever is applicable) during that Season.
- (g) Failure to pass the proficiency test within the time stipulated will result in the automatic suspension of a member from Club membership, unless amnesty from suspension is given by the Chair of Education for a period fixed by the Chair of Education.
- (h) Where an applicant for admission as an Active Member is over the age of forty (40) years, the Board of Management may, in its sole discretion, determine that such applicant:
 - (1) must apply for admission as an Associate Member; or
 - (2) be admitted as an Active Member.

6.3 Nipper membership

- (a) Junior activity membership may be granted to a person of a minimum age of 5 years up to a maximum of 12 years of age prior to the commencement of the Season.
- (b) Each Nipper Member will be required to gain the relevant Nipper Achievement Certificate for that person's age group during the Season.

6.4 Associate membership

- (a) Applicants for admission as Associate Members must be over the age of forty (40) years provided that the Board of Management has the discretion to elect any permanently incapacitated applicant under those respective ages to Associate membership.
- (b) The number of Associate Members may not at any time exceed the number of Active Members.
- (c) Should the number of Associate Members have reached either of the limits imposed under clause 6.4(b), applicants for admission as Associate Members under clause 6.4(a) will have their names placed on a waiting list (**Associates Waiting List**). The priority of applicants on the Associates Waiting List shall be

determined by the date and time that each applicant's application is received by the General Manager.

- (d) An Active Member over the age of forty (40) years wishing to transfer from an Active membership to an Associate membership must apply to the Board of Management for admission as an Associate Member. The Board of Management will then have the discretion to:
 - (1) allow such applicant to by-pass the Associates Waiting List and be admitted as an Associate Member immediately and, if necessary, vary the maximum number of Associate Members under clause 6.4(b); or
 - (2) place that applicant's name on the Associates Waiting List under clause 6.4(c).

6.5 Family membership

- (a) To qualify for family membership, a parent/parents must have children enrolled as a Nipper, Cadet or Junior Member in that current season.
- (b) There is no age restriction to qualify as a Family Member.
- (c) Family Members are required to be actively involved in the running of activities concerning Junior Activities and/or Cadets and are encouraged to undertake training in the Surf Rescue Certificate, SLSWA Bronze Medallion Award or other Awards.
- (d) Parents who hold a family membership whose children cease to be enrolled as a Nipper, Cadet or Junior Member will cease to be a Family Member and in order to continue to be a Member, must apply for membership under clause 6.1, 6.2 or 6.4 (as the case may be).
- (e) Family Members may have access to changerooms and general club facilities but do not have access to the gymnasium or any Club Equipment.

6.6 Honorary membership

- (a) The Board of Management may appoint honorary membership to persons who, in the Board of Management's opinion, can provide a service or contribution to the Club which justifies that person's acceptance as a Member,
- (b) The Board of Management shall review each honorary membership every 12 months to ensure that the person still complies with clause 6.6(a).
- (c) Honorary Members will be entitled to the use of the Club premises and facilities.
- (d) Life Members' spouses who elect to use the Club premises and facilities are to be granted honorary membership.

6.7 Long Service membership

- (a) Long service membership may be granted by the Board of Management on the recommendation of the Chair of Governance and Strategy or of its own motion to any Member (Active or Associate) who has completed 10 years of service of a quality which, in the opinion of the Board of Management, warrants the recognition of the benefit provided to the Club by the Member's service.
- (b) The awarding of long service membership will be recognised by its announcement at the annual general meeting of the Club held next following the granting of such membership.

- (c) Notwithstanding the above, long service membership may be granted by the Board of Management under exceptional circumstances to Active Members irrespective of the years of service.
- (d) Long Service Members may be called upon to perform such duties as the Board of Management requires.
- (e) Long Service Members will be required to pass the annual proficiency test. Any member awarded Long Service membership will from the date of being awarded be exempt from all Patrol obligations.

6.8 Life membership

- (a) The Life Membership Committee will consist of such Life Members appointed to this committee by the Board of Management.
- (b) Persons who have:
 - (1) been an Active Member of the Club for not less than 15 years; and
 - (2) either:
 - (A) held one or more of the offices provided for under the Constitution and By-Laws for not less than 10 years;
 - (B) represented the Club in state and/or national competition as an active competitor with an outstanding record of achievement for not less than 7 years; or
 - (C) provided a service or assistance to the Club beyond all reasonable expectations in the provision of such service or assistance for not less than 15 years; and
 - (3) in the performance of those duties and/or role provided a standard of service and commitment to the Club above and beyond that reasonably required for the execution of such duties and/or role;

may be considered for election as a Life Member of the Club.
- (c) Life Members of the Club will be elected in the following manner:
 - (1) Nominations for life membership will be submitted to the President by:
 - (A) a resolution of a properly constituted meeting of the Board of Management;
 - (B) any two Members of the Club; or
 - (C) the Life Membership Committee.
 - (2) Such nomination will be forwarded by the President to the Life Membership Committee to investigate the nominee's record of service and report to the Board of Management with a recommendation in relation to the nomination.
- (d) It will be the responsibility of the Life Membership Committee from time to time to keep a record of the service of Members so that they may be in a position to nominate Members for life membership and evaluate nominations received by them.
- (e) In considering a nomination for life membership the Life Membership Committee must have regard to the fact that life membership is the highest award which can be bestowed upon a Member and accordingly must only recommend that a life membership be granted where the criteria referred to above have been met and the Life Membership Committee is of the opinion that the person nominated is a suitable recipient of the award and that the award of life membership to such

nominee will be of benefit to the Club. Consideration for life membership must be beyond any aspects of personality or past conflict.

- (f) The recommendation of the Life Membership Committee must be the recommendation of the majority and that recommendation must be reported in writing to the President with details of the information obtained by the Life Membership Committee as to the nominee's record of service. In the event that the recommendation is not unanimous a separate report of the dissenting member of the Life Membership Committee will be included with the majority report.
- (g) The President will cause the report or reports to be tabled at the Board of Management Meeting next following the receipt of the report or reports.
- (h) The Board of Management will then by simple resolution either elect the nominee to life membership or reject the nomination.
- (i) The award of life membership will be recognised by its announcement at any major function of the Club following the granting of such membership and the presentation of a life membership badge will occur at the next Annual Dinner following the announcement of such membership.
- (j) Any person awarded life membership will be exempted from the payment of annual subscriptions from the date of the award.

6.9 Expatriate membership

- (a) Expatriate membership may be granted by the Board of Management to any person who:
 - (1) is or has been a Member ; and
 - (2) either:
 - (A) resides at least 200 kilometres outside the Perth metropolitan area at the date of that person's application for membership; or
 - (B) is an Active Member who is to reside at least 200 kilometres outside the Perth metropolitan area for a period not less than 12 months.
- (b) The period of expatriate membership will be only for that period that the person resides at least 200 kilometres outside the Perth metropolitan area.
- (c) The number of Expatriate Members may not at any time exceed the lesser of:
 - (1) the number of Active Members; and
 - (2) such number as the Board of Management in their sole discretion determine, which for the time being shall be 200.
- (d) Should the number of Expatriate Members have reached either of the limits imposed under clause 6.9(d), applicants for admission as Expatriate Members under clause 6.9(a) will have their names placed on a waiting list (**Expatriates Waiting List**). The priority of applicants on the Expatriates Waiting List shall be determined by the date and time that each applicant's application is received by the General Manager.
- (e) An Expatriate Member wishing to transfer from an expatriate membership to an Active membership must apply to the Board of Management for admission as an Active Member. The Board of Management will then have the discretion to allow such applicant to be:
 - (1) admitted as an Active Member immediately upon receiving satisfactory proof that he/she holds a SLSA Bronze Medallion; or

- (2) admitted as a Probationary Member (and be subject to the provisions of clause 6.1).
- (f) An Expatriate Member will have the privilege of using the Club premises for a maximum total period of 4 weeks per calendar year, however, he/she will be not entitled to store equipment on Club premises.

6.10 Award Membership

- (a) The Board of Management may grant Award membership to persons who hold one or more recognised Awards.
- (b) Award membership may only be granted in circumstances where the applicant is unable to complete the SLSWA Surf Lifesaving Certificate or Bronze Medallion Award (or requalification of either of these Awards) for physical or personal reasons as recommended by the Chair of Lifesaving and determined by the Board of Management.
- (c) Award Members may be required to perform the same amount of Patrol hours as Active Members or may be called upon by the Board of Management to perform such duties as they are qualified and physically able to perform.

7 APPLYING FOR AND MAINTAINING MEMBERSHIP

7.1 Applying for and Maintaining Membership

- (a) Candidates for membership will complete the form prescribed.
- (b) Nominations for membership must be accompanied by the appropriate subscription fee.
- (c) To maintain membership, all Members must conduct themselves to the satisfaction of and comply with all reasonable directions given to them by the office bearers of the Club.
- (d) In the event of any Probationary Member not carrying out the orders of the Club Captain or Chair of Education, disciplinary action may be taken against him or her by either Club Officer who will report the matter in writing to the Board of Management.
- (e) If for any reason an Active Member ceases to be an Active Member and wishes to rejoin the Club as an Active Member, he/she will comply with the procedure set out in this clause.

7.2 Notification of change of address

- (a) All Members must furnish to the General Manager their address and contact details and notify any change thereof.
- (b) Notices posted to the last known address will be deemed valid and to have been received by the Member within three (3) days following the date of postage.

7.3 Leave of Absence

- (a) Any Member not seeking to renew his/her Club membership may make a request to the Board of Management in writing at least 2 weeks prior to the expiry of the Member's membership that he/she wishes to be granted a leave of absence.

- (b) Any Member granted a leave of absence will be permitted to rejoin the Club without having to pay the current nomination fee provided that he/she rejoins the Club within 2 years of the expiry of his/her membership or such other time as prescribed by the Board of Management.

8 ORDER OF BUSINESS

Order of business for general meetings will be:

- (a) Apologies
- (b) Reading and Confirmation of Minutes
- (c) Business arising from Minutes
- (d) Treasurer's Report and Finance
- (e) Delegates' Reports
- (f) General Manager's Report
- (g) Motions of which due Notice has been given
- (h) General Business

Order of Business for Annual General Meetings in addition to that mentioned above except shall be:

- (a) Presentation of Annual Report and Balance Sheet
- (b) Election of Officers
- (c) Notices of Motion to Amend Constitution

provided that in all cases where special meetings are called the business thereof shall be as the Board of Management determines.

9 ANNUAL SUBSCRIPTIONS

- (a) Annual subscriptions will be set by the Board of Management and will be announced at the annual general meeting for the Season following.
- (b) Subject to the Constitution and By-Laws, payment of annual subscriptions will entitle a person to membership of the Club for the period 1 July to 30 June of the following year.
- (c) All new Members (Members not renewing their membership) will pay a one off nomination levy as set by the Board of Management from time to time.
- (d) If a person applies for membership after 30 May of any year and the application is accepted by the Board of Management, the person will be required to pay pro rata for the balance of the financial year.
- (e) An annual levy will be:
 - (1) set by the Board of Management;
 - (2) announced at the Annual General Meeting for the Season following; and
 - (3) applied to all privately owned water craft stored on ski racks within the ski shed ("ski levy"), with the exception of competition skis.
- (f) The ski levy will be payable in addition to the subscriptions set out at clauses 9(a)-(c) herein and payment of the ski levy will entitle the Member to store their privately owned water craft on an allocated rack.

- (g) In the event that a member fails to pay the ski levy, the Ski Captain shall issue to that member a notice requiring payment within 28 days, failing which the ski will be removed from the ski shed.
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10 USE OF CLUB ASSETS

10.1 Use of First Aid Room

The Club first aid room is for first aid and casualty work only, and for no other purpose whatsoever. It will only be used by persons specifically authorised by the Chair of Lifesaving for the above such work.

10.2 Use of Club Boards

- (a) Allocation of malibus to Members will be made by the Board Captain, preferably at the commencement of the Season, at the absolute discretion of the Board Captain and taking into account:
- (1) the previous performance, training and competition experience of the Member seeking allocation of a malibu;
 - (2) the number of Members requesting allocation of a malibu;
 - (3) the available budgetary funds for the purchase of new malibus; and
 - (4) malibus presently available to the Club.
- (b) All members wishing to compete on malibus for the first time are strongly encouraged to purchase their own equipment for their first season of competition.
- (c) The Board Captain, in making allocations of malibus, will show preference towards those Members who are established competitors.
- (d) If a Member is to receive a new malibu, the Board Captain may make the purchase of the new malibu conditional upon the Member selling the current malibu being used by the Member, whether or not solely owned by the Member, with the funds from the sale going towards the purchase of the new malibu.
- (e) If a malibu is sold, as above, and was wholly owned at the time by the Member, the Member will retain a half interest, as determined by the Ski or Board Captain, in the new malibu with the other half interest owned by the Club.
- (f) If the new malibu is subsequently sold and another new malibu is purchased for the Member, the full interest in the newest malibu will revert to the Club and a Member is not entitled to have an interest in a malibu of less than one half.
- (g) There will be no Club malibus for “general use” by Members except as otherwise authorised by the Board Captain.
- (h) If a Member wishes to use a Club malibu and cannot afford to buy one, the Board Captain may allow the Member to train on one of the Club malibus at supervised training sessions set down by the Ski or Board Captain.
- (i) No malibus are to be used by a Member unless allocated to that Member or the Member has otherwise been authorised to use the malibu by the Board Captain.
- (j) Any Member who has been allocated a Club malibu must compete in all Surf Carnivals over the course of the season, except where the Member provides reasonable excuse to the satisfaction of the Board Captain, failure of which may result in re-allocation of the respective malibu.

- (k) The Board Captain, with approval from the Board of Management, may determine additional rules regarding the use of Club malibus from time to time.

10.3 Use of Club rescue boards

- (a) The use of Club rescue boards will be as determined by the Chair of Education, the Chair of Lifesaving or Club Captain.
- (b) A Member may only use a Club rescue board in the following circumstances:
 - (1) at times designated as an official class or training session for an Award and under the supervision of an instructor;
 - (2) during a Patrol and with the express permission of the Chair of Lifesaving, Patrol Supervisor or Patrol Captain, provided that there are always sufficient rescue boards on the beach for Patrol duties and no rescue boards are taken out of the Patrol Area;
 - (3) to perform a rescue or preventative action; or
 - (4) with the express permission of the Chair of Education, Club Captain or the Chair of Lifesaving.

10.4 Use of Club Skis

- (a) Allocation of skis to Members will be made by the Ski Captain, preferably at the commencement of the Season, at the absolute discretion of the Ski Captain and taking into account:
 - (1) the previous performance, training and competition experience of the Members seeking allocation of a ski;
 - (2) the number of Members requesting allocation of a ski;
 - (3) the available budgetary funds for the purchase of new skis; and
 - (4) skis presently available to the Club.
- (b) The Ski Captain, in making allocations of skis, will show preference towards those Members who are established competitors.
- (c) If a Member is to receive a new ski, the Ski Captain may make the purchase of the new ski conditional upon the Member selling the current ski being used by the Member, whether or not solely owned by the Member, with the funds from the sale going towards the purchase of the new ski.
- (d) If a ski is sold, as above, and was wholly owned at the time by the Member, the Member will retain a half interest, as determined by the Ski Captain, in the new ski with the other half interest owned by the Club.
- (e) If the new ski is subsequently sold and another new ski is purchased for the Member, the full interest in the newest ski will revert to the Club and a Member is not entitled to have an interest in a ski of less than one half.
- (f) There will be no Club skis for "general use" by Members except as otherwise authorised by the Ski Captain.
- (g) No skis are to be used by a Member unless allocated to that Member or the Member has otherwise been authorised to use the ski by the Ski Captain.
- (h) Any Member who has been allocated a Club ski must compete in all Surf Carnivals over the course of the season, except where the Member provides reasonable excuse to the satisfaction of the Ski Captain, failure of which may result in re-allocation of the respective ski.

- (i) Notwithstanding the above:
 - (1) Members who compete on skis will be required to purchase their own single ski and paddle;
 - (2) Members who are new to paddling skis for a Season are required to join a ski development squad where they may be allocated a ski and paddle by the Ski Captain; and
 - (3) the ski development squad commences in October and only ski development squad members may be allowed by the Ski Captain to use any Club ski and on terms imposed by the Ski Captain.
- (j) The Ski Captain, with approval from the Board of Management, may determine additional rules regarding the use of skis from time to time.

10.5 Use of Gymnasium

- (a) Members are required to:
 - (1) leave equipment in a clean and tidy state after use;
 - (2) make use of a sweat towel;
 - (3) put all weights on racks after use;
 - (4) lock all the doors and shut all windows if last to leave at night; and
 - (5) wear appropriate closed in footwear in the gymnasium.
- (b) Children under the age of 13 are not permitted in the gym (unless undertaking a supervised class as part of one of the Club's development or competition programs) and children between the ages of 13 to 16 must be supervised by an adult at all times.

10.6 Violation of the rules

Violations of any of the rules in clause 10 or abuse of equipment should be reported to the appropriate Club Officer, who may recommend grounds for a disciplinary hearing to the Club Captain.

10.7 Other Use of Club Equipment and Patrol Equipment

Notwithstanding the provisions of clause 10, the Board of Management may consider and grant (or decline) requests from Members or third parties for the hire or temporary use of:

- (1) Club Equipment;
- (2) Patrol Equipment (including for external activities that are not Club activities); and/or
- (3) Personnel or Members of the Club for Patrol or lifesaving activities;

("Equipment and/or Personnel") on such terms as the Board of Management may decide (at its absolute discretion), but in considering, granting and/or declining such requests for Equipment and/or Personnel, the Management Committee must take into account the following criteria:

- (1) In respect of Equipment and/or Personnel, priority of use will be for Patrols;
- (2) In respect of Club Equipment (which is not Patrol Equipment), priority of use will be for Sections or the relevant Section; and

- (3) Hire or temporary use of any Equipment and/or Personnel by any Members or third parties is not to be granted during the Season, unless all Patrol and Section requirements have been accommodated.

10.8 Ski Rack Management

(a) General

- (1) At all times the ski racks will remain the property of the Club.
- (2) The Club takes no responsibility and assumes no liability for any skis, equipment or property stored in the ski shed.
- (3) The Chair of Assets may appoint a co-ordinator to carry out all or any of his/her obligations under this clause 10.8, including to manage the allocation and transfer of any ski racks and keeping of any register.
- (4) Ski racks as allocated shall not be transferred without the written approval of the Chair of Assets.
- (5) Only racing skis, training skis or other equipment as designated by the Ski Captain shall be stored in the ski shed.

(b) Allocation of ski racks

- (1) The Chair of Assets will allocate the ski racks to Members in accordance with the following priorities:
 - (A) firstly, to Club skis as determined by the Ski Captain;
 - (B) secondly, to skis of Members who are ski competitors as determined by the Ski Captain;
 - (C) thirdly, to skis of Members where such skis are used for training or competition as determined by the Ski Captain;
 - (D) fourthly, to skis of Members who are not competitors but which are used a minimum of two (2) days per week during the Season. In the event of the injury, illness or absence of a Member to whom a ski rack has been allocated, the Chair of Assets will be entitled to determine, in his sole discretion, whether the Member should be entitled to retain his or her ski rack; and
 - (E) fifthly, to skis of any sponsor as determined by the Board of Management.
- (2) The Chair of Assets shall maintain a written register of all the ski racks and their allocation to Members; and
- (3) the Chair of Assets shall not allocate more than one single ski rack and one double ski rack to any one Member.

(c) Re-allocation and reclaim

- (1) The Chair of Assets may at any time re-allocate or reclaim any ski rack from a Member as required by the Club. In the case of a ski rack being reclaimed due to a shortage of ski racks, this will be on a "last in, first out" basis.
- (2) If the Chair of Assets is of the reasonable opinion that a Member is not utilising their ski during the Season, the Chair of Assets may request such Member to remove his/her ski and shall then reallocate the ski rack in accordance with this clause 10.8.

- (3) In the event of the Club not being able to identify the owner of an unused ski, the Club retains the right to remove the ski and have it placed in storage (at the Club's expense).
 - (4) If a Member retains a vacant ski rack for longer than 3 weeks without the approval of the Chair of Assets, the Chair of Assets may re-allocate or reclaim the Member's ski rack.
- (d) Sponsors Skis
- The Board of Management may determine, in its sole discretion that, up to two (2) ski racks shall be available for use by particular sponsors of the Club. The Chair of Assets shall then allocate ski racks to those sponsors in accordance with this clause 10.8.
- (e) Appeals
- (1) Any Member aggrieved by a decision of the Chair of Assets may appeal to the Board of Management.
 - (2) All appeals to the Board of Management pursuant to this clause 10.8 must be in writing.
 - (3) The Board of Management will investigate the Member's appeal and deliver its decision within 14 days of the Board of Management receiving the Member's written appeal. The member has no right of appeal from the decision of the Board of Management.

10.9 Purchase of Club Equipment

- (a) If a Section Captain or IRB Captain or Club Officer wishes to purchase equipment (including, but not limited to, Club Equipment or Patrol Equipment), within the budget and plan of the relevant activity, the Section Captain or IRB Captain or Club Officer (as the case may be) must notify the General Manager who will produce an order form.
- (b) The General Manager may then sign the order form and in so doing may consult with the Section Captain or IRB Captain or Club Officer (as the case may be) as to the purchase.
- (c) Any order outside the General Manager's expenditure authority must be submitted to the Treasurer for approval.
- (d) Once the above procedure is complete:
 - (1) Either the General Manager or Section Captain or IRB Captain or Club Officer may place the order for the relevant equipment; and
 - (2) The General Manager will arrange payment for the relevant equipment pursuant to the relevant payment options.

10.10 Repairs to Club Equipment

- (a) Subject to clause 10.10(d), if a Section Captain or IRB Captain or Club Officer wishes to have any equipment (including, but not limited to, Club Equipment or Patrol Equipment) repaired, the Section Captain or IRB Captain or Club Officer (as the case may be) must notify the General Manager who will produce an order form.
- (b) Any order outside the General Manager's expenditure authority must be submitted to the Treasurer for approval.

- (c) Once the above procedure is complete and the order form has been submitted to and approved by the Treasurer:
 - (1) Either the General Manager or Section Captain or IRB Captain or Club Officer may place the order for repairs to the relevant equipment; and
 - (2) The General Manager will arrange payment pursuant to the relevant payment options.
- (d) Notwithstanding the above:
 - (1) where any repairs to equipment are under \$200.00 and the cost of such repairs are within the budgetary limits for the relevant activity for the Season as approved by the Board of Management, the Section Captain or IRB Captain or Club Officer (as the case may be) may arrange the carrying out of the relevant repairs without first seeking prior approval of the General Manager.
 - (2) Where a Section Captain or IRB Captain or Club Officer incurs costs personally for the repair of any equipment, the Section Captain or IRB Captain or Club Officer (as the case may be) must submit to the Treasurer an expense claim form with associated receipts in order to be reimbursed for such costs.

10.11 Intoxicating Liquor

- (a) No Member shall bring, or cause to be brought onto the Club premises any intoxicating liquor, except with prior permission of the Board of Management or General Manager.
- (b) Unaccompanied persons under the age of 18 years are permitted within the bounds of the licenced area at any time the bar is not open. When the bar is open or when the Club holds a function at which liquor is served, any person under the age of 18 years must be accompanied by a parent or guardian and any under age person without stated supervision will be asked to leave the premises or have a parent or guardian contacted.
- (c) Club staff will be trained to monitor persons under the age of 18 years to ensure they are not supplied with any liquor by any person and to report any unaccompanied under age person to the bar manager.
- (d) As appropriate, valid identification of patrons will be checked by the Club to ensure such patrons are over the age of 18 years before liquor is sold or supplied to such patrons.

11 PATROL REGULATIONS

11.1 Duties and responsibilities of Patrol Supervisors

By order of the Chair of Lifesaving, Patrol Supervisors will have the following roles and responsibilities:

- (a) check the roster for Patrol Supervisors as set by the Chair of Lifesaving;
- (b) unlock patrol shelter and cupboards before the start of the morning patrol;
- (c) prepare and check radios;
- (d) supervise the set up of each Patrol;

- (e) carry out an equipment check and report to the Chair of Lifesaving in respect of any required repairs;
- (f) where deemed necessary by the Patrol Supervisor, issue instructions to each Patrol to clean up part of the Club premises;
- (g) where deemed necessary by the Patrol Supervisor, provide surf education and/or surf skill training to the Patrol in consultation with the Patrol Captain;
- (h) assist the Patrol Captain to carry out his/her duties properly; and
- (i) ensure the First Aid room is locked at the end of the day's Patrol.

In return for the above services, all Patrol Supervisors may be eligible to be exempted from Patrols for the course of the Season as directed by the Chair of Lifesaving.

11.2 Duties and responsibilities of Patrol Captains

By order of the Chair of Lifesaving, Patrol Captains will have the following roles and responsibilities:

- (a) supervise and ensure the proper set up of their Patrol;
- (b) carry out an equipment check of all Patrol Equipment and report any repairs or replacements needed to the Patrol Supervisor or Chair of Lifesaving;
- (c) ensure there is always one person in the Patrol tower maintaining a proper watch of the beach at all times;
- (d) ensure that correct radio procedure is used by the Patrol;
- (e) ensure that all Members on Patrol are available and ready to act in respect of their Patrol duties, where required;
- (f) assume responsibility for the patrol log book;
- (g) ensure that the Members on Patrol properly sign on and off to SurfCom;
- (h) ensure that the Members on Patrol give the required statistics report, equipment check and any other relevant communication is given to SurfCom; and

If there is no Patrol Captain assigned to or present on a Patrol, the Patrol group will, by consensus, appoint a Patrol leader for that Patrol. If the Patrol is unable to decide on a Patrol leader then the most qualified lifesaver on Patrol will automatically be appointed as the Patrol leader for that Patrol.

11.3 Duties and responsibilities of Members on Patrol

- (a) All Members rostered on a Patrol or performing a voluntary Patrol must enter their name in the Patrol log book and sign their name at the time they commence Patrol duties.
- (b) All Members rostered on Patrol or performing a voluntary patrol must enter the time they commenced the Patrol, at the time of commencement, and the time they finished the Patrol, at the time of completion.
- (c) All Members rostered for patrol must arrive 15 minutes prior to the commencement of the Patrol and must set up the beach prior to the commencement of the Patrol in accordance with the Patrol Contract.
- (d) All Members must report all relevant statistics to the Patrol Captain for inclusion into the Patrol log book by the completion of the Patrol.
- (e) All Members must perform their Patrol obligations as guided by the Patrol Captain, Patrol Supervisor and Chair of Lifesaving.

- (f) In the performance of their Patrol obligations, all Members must obey and follow the directions of the Patrol Captain, Patrol Supervisor and Chair of Lifesaving.
- (g) All Members on Patrol must wear the proper attire.

11.4 Failure to become proficient

- (a) If an Active or Long Service Member fails to become proficient by 31 December, his/her membership will be automatically suspended for 1 month from the date of 31 December or such other date where an extension is granted by the Chair of Education.
- (b) If an Active or Long Service Member fails to become proficient within the 1 month suspension period mentioned above, his/her membership automatically terminates at the end of the 1 month suspension period.

11.5 Exemption from proficiency

- (a) Subject to (b) below, the Chair of Education may, at his/her absolute discretion, grant an exemption from proficiency requirements to any Active or Long Serve Member.
- (b) The Chair of Education must grant a reasonable extension of time in which to become proficient if reasonable excuse is provided by the Active or Long Service member prior to 31 December.

11.6 Failure to attend Patrol

If a Member fails to attend a Patrol, he/she will be liable to complete a penalty Patrol of up to 8 hours duration (and at such surf lifesaving club as the Chair of Lifesaving may determine) as determined and ordered by the Chair of Lifesaving.

11.7 Failure to attend penalty Patrol

- (a) If a Member fails to attend a penalty Patrol, his/her membership rights will be automatically suspended from that date unless otherwise ordered by the Chair of Lifesaving.
- (b) No order for rescission of suspension will be made by the Chair of Lifesaving unless the Member provides reasonable excuse to the satisfaction of the Board of Management.
- (c) If a Member fails to provide a reasonable excuse for non-attendance of a penalty Patrol to the Chair of Lifesaving within two (2) weeks of the date of the penalty Patrol which the Member missed, the membership of that Member automatically terminates on the date of two (2) weeks from the date of the penalty patrol missed.

11.8 Patrol exemption

- (a) Any member may by order of the Chair of Lifesaving be exempted (or partially exempted) from rostered Patrols or meeting the required number of Patrols for the Season if he/she perform any of the following duties on behalf of the Club:
 - (1) service as Club Officer ; or
 - (2) Any other position within the Club which, in the reasonable opinion of the Chair of Lifesaving, has such responsibilities or time commitments that warrant that the Member be exempted from rostered Patrols (including, but not limited to IRB drivers and Age Group Managers).

- (b) Any Member who is granted an exemption under this clause must have the hours performed in the above functions recorded by the General Manager.
- (c) The Board of Management may by resolution reinstate any Member exempted under this clause to the Patrol roster.
- (d) Any Member who wishes to be granted a Patrol exemption under this clause must apply in writing and on the proper form as required by the General Manager.
- (e) Any exemption granted pursuant to this clause is only valid for the Season in which it is given.

11.9 Failure to perform sufficient number of patrols during a season

- (a) The Board of Management may, at its absolute discretion, make rules or give directions as to the number, type and timing of Patrols that Members are to perform over the course of any Season and the consequences of any non-compliance.
- (b) Any failure by a Member to perform the required Patrols as directed or ruled by the Board of Management in (a) above may result in a suspension or termination of the Member's membership rights.
- (c) Active Members must perform a minimum of 18 hours of Member Services over the course of a Season, save for where an Active Member is given an exemption (either partial or full) from such requirement by either the Chair of Lifesaving or the Board of Management.
- (d) By the end of the Season if an Active Member has performed 6 hours or less of Member Services then the membership of that Active Member will be automatically terminated on the date of that Active Member's receipt of notice of such termination from the Chair of Lifesaving. The terminated Active Member may appeal to the Board of Management (via the General Manager) against such termination but only on the most exceptional grounds will the Board of Management entertain reinstatement of membership.
- (e) By the end of the Season if an Active Member has performed 12 hours or less of Member Services (but more than 6 hours) or has performed less than 18 hours of Member Services (but more than 12 hours) for the 2nd year in a row, then the membership of that Active Member will be automatically suspended on the date of that Active Member's receipt of notice of such suspension from the Chair of Lifesaving. The suspended Active Member may, then within 1 month of receipt of such notice, make submissions to the Chair of Lifesaving seeking revocation of such suspension and the Chair of Lifesaving will decide, at his/her absolute discretion, whether or not to revoke such suspension and the Chair of Lifesaving may impose terms on the relevant Active Member to be met before any such revocation is granted. In relation to any Active Members whose suspension is not to be revoked, the Chair of Lifesaving will table the list of such suspended Active Members before the next Board of Management Meeting for the Board of Management to consider whether or not to terminate the membership of such suspended Active Members.
- (f) By the end of the Season if an Active Member has performed less than 18 hours of Member Services (but more than 12 hours), such Active Member will receive a formal warning from the Chair of Lifesaving that the required Patrol hours were not met and any repeat may result in suspension and/or termination of membership. Any Active Member who is subject to a formal warning may, within 1 month of Chair of Lifesaving's notification, make submissions to the Chair of Lifesaving as to why the formal warning should be withdrawn and the Chair of Lifesaving will consider whether or not to withdraw the warning at his or her absolute discretion. Any Active

Member whose has performed this level of hours for the second year in a row will be subject to the consequences set out in subparagraph (e) above (i.e. automatic suspension).

- (g) The requirements as to Member Services set out in subparagraphs (c), (d), (e) and (f) do not apply to Active Members who obtained the relevant Award in the Season to which these requirements as to Member Services apply save that if such Active Member attains the relevant Award prior to 1 January of the relevant Season then such Active Member must complete a minimum of 9 hours of Member Services for that Season, failing which the consequences set out in subparagraph (e) will apply to such Active Member.

12 SPONSORSHIP, PRIZE MONEY, FUNDRAISING, SUBSIDIES AND COACHING FEES

12.1 Sponsorship

(a) Sponsorship of the Club

If any person or body provides general sponsorship to the Club, the proceeds of the sponsorship will go into the general funds of the Club, as determined by the Board of Management.

(b) Sponsorship of a Section

(1) If any person or body provides sponsorship to the Club but directs that the proceeds are to go to a Section of the Club, the proceeds of the sponsorship will go towards that Section.

(2) If the sponsoring person or body requires that the Club provide some service or perform some obligation as a condition to providing the proceeds of the sponsorship, the Club will be reimbursed from the proceeds of the sponsorship as to the value of the service or obligation to be performed by the Club before any proceeds of the sponsorship go towards the relevant Section.

(3) The Board of Management may determine the value of the service or obligation to be performed by the Club.

(c) Sponsorship of a Member

(1) If any person or body provides sponsorship to the Club but directs that the proceeds are to go to a Member, the proceeds of the sponsorship will go towards the Section the Member is in and:

(A) if the proceeds are money, the money will go into the budget of the Section and will be applied by the Section Captain for the purpose of bettering the Member as a surf competitor; or

(B) if the proceeds are equipment, the equipment will become Club Equipment of the Section to be allocated to the respective Members.

(2) If the sponsoring person or body requires that the Club provide some service or perform some obligation as a condition to providing the proceeds of the sponsorship, the Club will be reimbursed from the proceeds of the sponsorship as to the value of the service or obligation to be performed by the Club before any proceeds of the sponsorship go towards the Member.

- (3) The Board of Management may determine the value of the service or obligation to be performed by the Club.
- (d) Any proceeds of sponsorship directed towards any Section will remain within the Section and may not be transferred across Sections except with the consent of the Board of Management.

12.2 Prizes

- (a) Any Prize won by any Member in a Surf Event in the course of the Member competing:
 - (1) on behalf of the Club; or
 - (2) on behalf of any non-Club team or organisation where selection of the member in the non-Club team or organisation resulted from the Member competing on behalf of the Club,

will become:

- (3) if the Prize is money, part of the budget of the Section within which the Member competed and will be applied by the relevant Section Captain for the purpose of bettering the Member who won the Prize as a surf competitor; or
- (4) if the Prize is goods or Equipment, Club Equipment to be used for the benefit of the Section within which the Member competed and will be allocated to the Member who won the Prize.
- (b) The Board of Management may, in its absolute discretion, make such arrangements as it thinks fit in relation to Prizes:
 - (1) the nature of which are not otherwise contemplated by clauses 12.2(a)(3) or (4); or
 - (2) the treatment of which, if treated in accordance with clauses 12.2(a)(3) or (4) is inappropriate or inequitable.
- (c) Any Prize won by any Member will remain in the relevant Section or budget of the Section through which it was won and no Prize may be transferred across Sections except with the consent of the Board of Management.
- (d) If any Member:
 - (1) wins a Prize;
 - (2) the Prize consists of money; and
 - (3) the Member paid an entry fee or incurred an expense(s) out of his/her own pocket in order to win the Prize;

the Member will be reimbursed for the entry fee and/or expense(s) out of the Prize but for no more than the value of the Prize.

- (e) If any Member:
 - (1) wins a Prize;
 - (2) the Prize consists of money; and
 - (3) the Club paid an entry fee or incurred an expense(s) in the course of the Member winning the Prize;

the Club will be reimbursed for the entry fee and/or expense(s) out of the Prize but for no more than the value of the Prize.

12.3 Travel Subsidy Selection Criteria

- (a) As a participant of a Club touring team each competing Member may be eligible for Club subsidies and these subsidies will be determined by the Board of Management.
- (b) The following guidelines apply in determining a Member's subsidy:
 - (1) A subsidy rating shall be given to each Member who is competing (A, B, C, or D) with "A" being the highest rating and D a \$0 rating. The rating shall be split between two areas, Club contribution (outside of competition and training) and competition results and training. This will then give an average rating from these two areas in turn a dollar subsidy rating.
 - (2) Each Section Captain is responsible for submitting a rating for each Member competing in the Australian Surf Lifesaving Championships. No other person can rate on their behalf.
 - (3) The Club Captain is responsible for submitting a rating for the Member based on his/her contribution to the Club (outside competition and training).
 - (4) The Chair of Surf Sports will chair the subsidy committee meetings ensuring a fair and accurate rating is given to each Member.
 - (5) A Member may dispute his/her rating but only through a formal letter to the Chair of Surf Sports who will table the letter before the Board of Management which shall review the rating and make a decision which shall be final.
 - (6) The Board of Management may, at its discretion and subject to available funds, provide additional subsidies to Members based on their performance at the Australian Surf Lifesaving Championships in the previous year.

12.4 Payment of Coaching Fees

- (a) If a Section Captain seeks to have any coaching fees for any Member(s) paid for by the Club (whether by reimbursement of the relevant Member or direct payment):the relevant coaching fees must be within and provided for in the annual approved budget for the relevant Section;
- (b) the relevant coaching fees must have been incurred in respect of the period from 1 October (commencement of the Season) to 31 March (the end of the Season) or as otherwise approved by the Club Captain upon recommendation of the relevant Section Captain; and
- (c) in respect of any reimbursement of a Member for such coaching fees, such Member must have competed in all Surf Carnivals over the course of the Season, except where otherwise authorised by the relevant Section Captain.