

**Adopted: 4 June 2013**

**Amended: 20 August 2017; 5 February 2022; 26 October 2023**

**CONSTITUTION  
OF  
THE MOOLOOLABA YACHT CLUB LTD  
(ACN 010 100 580)**

## **AMENDMENTS**

### **20 August 2017**

Article 2.4 – heading amended as follows:

- The Members who are entitled to vote **and must be over the age of 18 years**

Articles 2.4 (h) and (i) amended as follows:

- Add age limits for the purposes of voting:

(h) The person nominated as the voting member of a family **over 18 years of age;** and

(i) the person nominated as the voting member of a Corporate member **shall be over 18 years of age.**

Articles 2.6 amended as follows –

- Under the heading New Members, add a new paragraph (bolding has been added to identify changes):

**(d) Submit a written membership application to be put to the board for approval, this can be done in hard copy or electronically.**

Article 16 amended as follows:

- Add section 16.3 (bolding has been added to identify changes):

**16.3 A written report of the clubs activities throughout the year to be submitted at the Annual General Meeting**

### **5 FEBRUARY 2022**

Rule 4.2 amended as follows (bolding has been added to identify change):

There is a quorum at a General Meeting if **twenty (20)** of the members listed in the Register of Members and who are Voting Members entitled to vote are present.

### **26 OCTOBER 2023**

Rule 6.5 (Rotation of Flag Officers and Board Members) amended as follows:

At the Annual General Meeting in each year all the Flag Officers and Board Members shall automatically retire from office and shall be eligible for re-election.

# CONTENTS

AMENDMENTS	2
1. PRELIMINARY	4
2. MEMBERSHIP	6
3. MEETINGS OF MEMBERS	8
4. GENERAL MEETING PROCEDURE	9
5. VOTES OF MEMBERS	12
6. BOARD MEMBERS	12
7. FLAG OFFICERS AND THE TREASURER	14
8. POWERS OF BOARD MEMBERS	15
9. BY-LAWS	16
10. MEMBER PROTECTION POLICY	16
11. BOARD PROCEEDINGS	16
12. SECRETARY	18
13. CLUB BURGEE	18
14. INSPECTION OF RECORDS	18
15. SERVICE OF DOCUMENTS	18
16. AUDIT AND ACCOUNTS	19
17. INDEMNITY	19
18. WINDING-UP OR DISSOLUTION	19
APPENDIX 1	20
APPENDIX 2	22
APPENDIX 3	28

# **CONSTITUTION OF THE MOOLOOLABA YACHT CLUB LTD**

**(ACN 010 100 580)**

## **1. PRELIMINARY**

This is the Constitution of the Company known as The Mooloolaba Yacht Club Ltd.

### **1.1 The Company is limited by Guarantee**

The Company is limited by guarantee and the liability of Members is limited as provided in this Constitution.

### **1.2 Objects of the Company**

The objects of the company are:

- (a) To promote and encourage sailing and boating; and
- (b) To do all things incidental to the objects listed in Appendix 1 of this Constitution.

### **1.3 Application of income and property**

The Company must apply its income solely towards promoting the objects of the Company and subject to this Constitution.

No part of the Company's income may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise to Members.

Notwithstanding any rule in this Constitution, the Company is authorised to receive or pay:

- (a) interest at a commercial rate for any money borrowed to promote the objects of the Company;
- (b) reasonable and proper rent, associated costs and outgoings for premises let to the Company;
- (c) authorised expenses incurred by a Director; and
- (d) in good faith, reasonable and proper remuneration to any Member, Director, Secretary or employee in return for any services actually rendered to the Company.

### **1.4 Replaceable rules not to apply**

The provisions of the Act, referred to as replaceable rules, are replaced by the rules set out in this Constitution.

### **1.5 Definitions**

The following definitions apply in this Constitution unless the contrary intention appears:

**Act** means the *Corporations Act 2001 (Cth)*;

**Board** means the Board Members acting collectively under this document.

**Board Member** means a Member appointed to any one of the following offices:

- (a) Director;
- (b) Treasurer;
- (c) Secretary; and
- (d) Executive Committee Member.

**By-Laws** mean any rules or regulations made by the Board pursuant to this Constitution.

**Company** means The Mooloolaba Yacht Club Ltd (ACN 010 100 580). In this Constitution the word "company" is interchangeable with the word "Club" and "our".

**Constitution** means this Constitution as amended from time to time.

**Director** means a Member appointed to any one of the following offices:

- (a) Commodore;
- (b) Vice Commodore;
- (c) Rear Commodore; and
- (d) Treasurer.

Each Director will be registered with Australia's corporate services regulator when and if required by the regulator.

**Executive Committee Members** means those Members appointed at a General Meeting to be a Board Member and to assist the Directors, by being entitled to be on the Board and vote at meetings of the Board.

**Flag Officer** means a member appointed to any one of the following offices:

- (a) Commodore;
- (b) Vice Commodore; and
- (c) Rear Commodore.

**Member** means a person whose name is entered in the Register of Members as a Member of the Company.

**Ordinary Resolution** means a resolution passed at a meeting of Members, by a majority of the Members present and voting at that meeting.

**Register of Boats** means a Club's Register of Boats owned by Members of the Club.

**Register of Members** means the register of all Members of the Company under the Act.

**Register of Guests** means a form of record with the name and address of the guest and is signed by the Member or person responsible for that guest.

**Registered Office** means the registered office of the Company.

**Secretary** means a person appointed as the Secretary of the Company in accordance with this Constitution.

**Section** means a section of the Act.

**Special Resolution** means a resolution passed at a meeting of Members, by a seventy-five (75) per cent majority of the Members present and voting at that meeting.

**Treasurer** means a person appointed as the Treasurer of the Company in accordance with this Constitution.

**Voting Member** means a Member who is entitled to vote at a General Meeting of the Company as described in this Constitution.

## 1.6 Interpretation of this Constitution

Headings are inserted for convenience and do not affect the interpretation of this Constitution. The following rules also apply in interpreting this Constitution, except where the context makes it clear that a contrary intention is to apply:

- (a) words importing any gender include all other genders;
- (b) the word "person" includes a firm, a body corporate, an unincorporated body or association or an authority;
- (c) the singular includes the plural and vice versa;
- (d) a reference to a law includes regulations and instruments made under the law;
- (e) a reference to a law or a provision of a law includes amendments, reenactments or replacements of that law or the provision;
- (f) a power, an authority or a discretion vested in a Board Member, the Board, the Company General Meeting or a Member may be exercised at any time and from time to time; and
- (g) the word "including" when introducing an example does not limit the meaning of the words to which the example relates.

Unless the contrary intention appears in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act, an expression has the same meaning as in that provision of the Act.

## 1.7 Liability limited

The liability of the Members is limited.

Each Member undertakes to contribute to the assets of the Company if it is wound up while the Member is a Member, or within one year after the Member ceases to be a Member, for payments of any debts and liabilities of the Company that have been incurred before the Member ceases to be a Member and of the costs, charges and expenses of winding up and for adjustment of the rights of contributions between themselves, any amount required, provided that it does not exceed \$2.00.

1.8 **Board Members are not entitled to fees or to be an employee**

A Board Member is not entitled to:

- (a) be employed by the Company; or
- (b) be paid any fees for being a Director or Board Member.

**2. MEMBERSHIP**

2.1. **The Members**

The number of Members of the Company shall be such number as the Board determines from time to time.

The Members recorded on the Register of Members at the date of the adoption of this Constitution continue as Members subject to this Constitution and the By-Laws.

2.2 **Membership not transferable to another person, only to another class of membership**

A Member may not transfer their membership to another person.

The Board may transfer a Member from membership in one class to membership in another class, with the Member's consent.

2.3 **Classes of Members**

The classes of Members in existence at the date of the adoption of this Constitution are:

- (a) Senior;
- (b) Life;
- (c) Enduring Life;
- (d) Shareholder;
- (e) Honorary Life;
- (f) Supporter;
- (g) Power Boat;
- (h) Youth
- (i) Intermediate;
- (j) Family;
- (k) Corporate; and
- (l) Temporary.

The Board may add or remove classes of Members. Where a class is removed, the Board must have transferred all the Members in the class being removed to another class.

2.4 **The Members who are entitled to vote and must be over the age of 18 years**

Only the following classes of Members are entitled to vote at Member meetings of the Company:

- (a) Senior;
- (b) Life
- (c) Enduring Life;
- (d) Shareholder;
- (e) Honorary Life;
- (f) Power Boat;
- (g) Intermediate;
- (h) The person nominated as the voting member of a Family over 18 years of age; and
- (i) The person nominated as the voting member of a Corporate member shall be over 18 years of age.

For the purposes of voting at a meeting of Members, members under a Family or Corporate class will receive only one vote per family and one per corporate entity. When applying for a Family or Corporate membership a person must be person nominated to be the voting member.

Only Senior Members, Life Members, Enduring Life Members, Shareholder, Honorary Life Members, Power Boat Members, Intermediate Members, the person nominated as the voting member of a Family and the person nominated as the voting member of a Corporate member are eligible to be elected or appointed as a Board Member.

## 2.5 Eligibility for election

To be eligible for election to be a Member a candidate in any class must satisfy the criteria detailed in the By-Laws

## 2.6 New Members

New Members shall be elected by the Board and the Board must ensure that each candidate for membership:

- (a) fulfills all eligibility criteria prescribed by the Company for the class of membership to which that person is to be admitted;
- (b) agrees to be bound by this Constitution and By-Laws; and
- (c) pays the entrance fee (if any) and the subscription fees prescribed for that class of membership as determined by the Board from time to time.
- (d) Submit a written membership application to be put to the board for approval, this can be done in hard copy or electronically.

The procedure for the election of Members will be determined by the Board and the Board may amend the procedure at any time.

## 2.7 Fees for membership subscription

The fees for annual subscription for the different classes of Members will be determined by the Board from time to time, subject to the Board ensuring they comply with the following:

- (a) the fees for a Member of over twenty (20) continuous years will be one half of the fees for an Senior Member;
- (b) the fees for a Member of over forty (40) continuous years will be one quarter of the fees for an Senior Member;
- (c) Honorary Life Members are not required to pay any annual subscription fee.

Any individual sailing fees charged by the State or national yachting authority remain the responsibility of the individual club Member. If the Club decides to assist the State or national yachting authority by helping to recover these fees from Members, the fee will not form part of the Club's annual subscription fee, but the Board may decide on a case by case basis how to handle any Member not paying their State or national yachting fee where required.

## 2.8 Ceasing to be a Member

Any Member ceases to be a Member on:

- (a) resignation;
- (b) death;
- (c) becoming bankrupt or making an arrangement or composition with creditors of the person's joint or separate estate;
- (d) becoming of unsound mind or a person whose estate is liable to be dealt with in any way under a law relating to mental health;
- (e) the termination of the person's membership; or
- (f) expulsion.

## 2.9 Resignation

A Member may resign their membership by notice in writing to the Company with immediate effect or with effect from a specified date occurring not more than six (6) months after the service of the notice.

## 2.10 Termination of a Membership for failure to pay moneys

If a Member fails to pay any annual subscription fee or other amount to the Company within two (2) months of its due date (or such longer period as the Board may determine in a particular circumstance), the Secretary may give written notice to the Member requiring payment within one (1) month.

If the amount to be paid remains unpaid at the expiry of that one (1) month period, the Member will automatically cease to be a Member and the person's name will be removed from the Register of Members.

## 2.11 Reinstatement

Notwithstanding anything else in this Constitution, where a person has ceased to be a Member by reason only of non-payment of a subscription fee, on payment of the full amount due, the Secretary shall arrange for that person to be proposed in a written application for reinstatement by the Board and shall cause the applicant's name to be conspicuously displayed on the Company's premises for at least seven (7) days.

The Board may at any meeting after fourteen (14) days from the date of such display elect that person as a Member without requiring the payment of any entrance fee.

### 2.12 **Disciplinary Procedures**

If a Member fails to comply with this Constitution or the By-Laws or is, in the opinion of the Board, guilty of any conduct prejudicial to the interests of the Company or unbecoming of a Member or such as to render the Member unfit for membership, the Board may:

- (a) reprimand the Member;
- (b) fine the Member, provided that such fine shall not exceed one half of the annual subscription of an Senior Member of the Club;
- (c) suspend the Member from exercising the rights and privileges of membership for such period as the Board determines; or
- (d) expel the Member.

### 2.13 **Procedure to Expel a Member**

The Board may, by special resolution, expel from the Company any Member and remove that Member's name from the Register of Members.

At least seven (7) days before the Board holds a meeting to consider a resolution to expel a Member, the Board must give a written notice, to the Member, which states:

- (a) the allegations against the Member;
- (b) the proposed resolution for the Member's expulsion;
- (c) that the Member has an opportunity at the meeting to address the allegations either orally or in writing; and
- (d) that if the Member notifies the Secretary in writing at least twenty-four (24) hours before the Board meeting, the Member may elect to have the question of that Member's expulsion dealt with by the Company in a General Meeting.

Where a General Meeting is held to consider whether a Member should be expelled, a Member will be expelled on the passing of a resolution by a majority of those present and voting in favour of the expulsion of that Member. The voting for a resolution under this rule will take place by way of a poll.

The Board Members must comply with the principles of natural justice when acting under this Rule.

## 3. **MEETINGS OF MEMBERS**

### 3.1 **General Meetings**

The Company must hold an Annual General Meeting each year.

A General meeting of Members:-

- (a) may be convened at any time by the Board or a Director; and
- (b) must be convened when requested by a Member in accordance with the Act.

### 3.2 **Methods of Receiving Notices and Annual Reports**

Members may choose to receive paper copies of Notices of Meetings and Annual Reports in the mail or the Members may make an election to receive them electronically.

### 3.3 **Notice of General Meeting**

Except where Section 249H(2) of the Act applies, at least twenty-one (21) days' notice must be given of a meeting of the Members, exclusive of the day on which the notice is served or deemed to be served and of the day for which notice is given.

A notice of a General Meeting must:

- (a) set out the place, date and time of meeting and, if the meeting is to be held in two (2) or more places, the technology that will be used to facilitate the holding of the meeting in that manner;
- (b) state the general nature of the business to be dealt with at the meeting; and
- (c) if a Special Resolution is to be proposed, set out an intention to propose the Special Resolution and clearly state the resolution.

The non-receipt of notice of a General Meeting by, or the accidental omission to give notice of a General Meeting to, any person entitled to receive that notice does not invalidate any resolution passed at the General

Meeting.

### 3.4 **Postponement or cancellation of meeting**

The Board may cancel or postpone a General Meeting to a date and time determined by them and subject to the following:

- (a) written notice of cancellation or postponement of a General Meeting must be given individually to each Member and must specify the reason for cancellation or postponement;
- (b) a notice postponing the holding of a General Meeting must specify a place for the holding of the meeting which may be either the same as or different from the place specified in the notice convening the meeting; and
- (c) if the meeting is to be held in two (2) or more places, the technology that will be used to facilitate the holding of the meeting in that manner;
- (d) the number of clear days from the giving of a notice postponing the holding of a General Meeting to the date specified in that notice for the holding of the postponed meeting must not be less than the number of clear days' notice of a General Meeting required to be given by this Constitution;
- (e) the only business that may be transacted at a postponed General Meeting is the business specified in the notice convening the original General Meeting.

The accidental omission to give notice of the cancellation or postponement of a meeting or the non-receipt of any such notice by any Member or person entitled to notice does not invalidate the cancellation or postponement or any resolution passed at a postponed meeting.

This Rule does not apply to a General Meeting convened by Members under Section 249F of the Act or by the Board pursuant to a request of Members under the Act.

### 3.5 **Auditor entitled to notice of meeting**

The Company must give its auditor where required by the Act:

- (a) notice of a General Meeting in the same way that a Member is entitled to receive notice; and
- (b) any other communications relating to the General Meeting that a Member is entitled to receive.

## 4. **GENERAL MEETING PROCEDURE**

### 4.1 **Voting**

- 4.1.1 At any meeting of Members each Member is entitled to one vote either in person or by proxy or by attorney. Any member shall not be entitled to hold more than one proxy and proxy votes shall only be counted when a poll is conducted.

No objection shall be raised to the qualification if any vote, except at a meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.

- 4.1.2 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded before or on the declaration of the result of the show of hands:-
- (a) by the Chairman; or
  - (b) by at least three (3) Members then present.

Unless a poll is so demanded, a declaration by the Chairperson of the result of the show of hands recorded in the minutes of the proceedings of the Club shall be conclusive evidence of the fact. The demand for a poll may be withdrawn.

- 4.1.3 The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing. A proxy shall be a member of the Club. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll, and shall appoint one person only as proxy.

4.1.4 The instrument appointing a proxy shall be in the following form:-

I, (NAME) of

(ADDRESS)

being a Member of Mooloolaba Yacht Club Limited, hereby appoint (NAME)

of (ADDRESS)

who is a Member of the Club as my proxy to vote for me on my behalf at the (Annual or Extraordinary, as the case may be) General Meeting of the Club to be held on the day of( / / 20 ) and at any adjournment thereof.

Signed this (DAY) day of (MONTH) 20 (YEAR)

(SIGNATURE)

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(NUMBER) \_\_\_\_\_  
Membership Number.

4.1.5 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a true and correct copy of the power of attorney together with a declaration of non-revocation thereof, shall be deposited at the Club premises, or at such other place as is specified for that purpose in the notice convening the meeting, not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default, the instrument of proxy shall not be treated as valid.

#### 4.2 Quorum

There is a quorum at a General Meeting if twenty (20) of the members listed in the Register of Members and who are Voting Members entitled to vote are present.

An item of business may not be transacted at a General Meeting unless a quorum is present when the meeting proceeds to consider it.

If within thirty (30) minutes after the time appointed for a meeting a quorum is not present, the meeting:

- (a) if convened by, or on request of Members, is dissolved; and
- (b) in any other case, stands adjourned to the same day in the next week and the same time and place, or to such other day, time and place as the Board appoints, but no later than thirty 30 days after the first published date.

If a quorum is not present within thirty (30) minutes after the time appointed for the adjourned meeting, the meeting is dissolved.

#### 4.3 Appointment and powers of Chairperson of General Meeting

The Commodore is to preside as Chairperson at a General Meeting.

If a General Meeting is held and the Commodore is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unable or unwilling to act, the following may preside as Chairperson of the meeting (in order of precedence):

- (a) the Vice Commodore;
- (b) the Rear Commodore;
- (c) a Director present;
- (d) a Board Member chosen by a majority of the Board present;
- (e) a Voting Member chosen by a majority of the Voting Members present in person.

The Chairperson of a General Meeting:

- (a) has charge of the general conduct of the meeting and of the procedures to be adopted at the meeting;

- (b) may require the adoption of any procedure which is in the Chairperson's opinion necessary or desirable for proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the General Meeting; and
- (c) may, having regard where necessary to the Act, terminate discussion or debate on any matter whenever the Chairperson considers it necessary or desirable for the proper conduct of the meeting.

A decision by the Chairperson is final.

#### 4.4 **Adjournment of General Meetings**

The Chairperson may, at any time during a meeting, and must if so directed by the meeting, adjourn the meeting to a new day, time or place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

In exercising the discretion to adjourn a meeting, the Chairperson may seek the approval of the Voting Members present.

It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for one month or more, in which circumstance, a notice of the adjourned meeting must be given as required for the original meeting.

A resolution passed at a meeting resumed after an adjournment is passed on the day it was passed.

#### 4.5 **Voting on a resolution**

At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is demanded:

- (a) before the vote is taken;
- (b) before the voting results on the show of hands is declared; or
- (c) immediately after the voting results on the show of hands is declared by the Chairperson; or
- (d) by not less than three (3) Members entitled to vote on the resolution.

On a show of hands, a declaration by the Chairperson is conclusive evidence of the result.

#### 4.6 **Questions decided by majority**

Subject to the requirements of the Act, (except where a Special Resolution is required) a resolution is taken to be carried if a simple majority of the votes cast on the resolution are in favour of it.

#### 4.7 **Poll**

If a poll is properly demanded, it must be taken at the time of the meeting and the result of the poll is the resolution of the meeting.

A poll may not be demanded on the election of a Chairperson and a poll demanded on a question of adjournment must be taken immediately.

A demand for a poll may be withdrawn.

A demand for a poll does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

#### 4.8 **Equality of votes - Chairperson's casting vote**

If there is an equality of votes:

- (a) on a poll, but not on a show of hands; or
- (b) for two (2) or more candidates on a ballot,

then the Chairperson of the meeting is entitled to a casting vote in addition to any vote to which the Chairperson is entitled as a Member.

#### 4.9 **Minutes of Meetings**

The Board shall require Minutes of the meeting to be recorded and duly entered into the books provided.

The Minutes shall record:

- (a) all proceedings and resolutions including appointments of Board Members; and
- (b) the names of all Members present at the meeting

At every meeting the minutes of the previous meeting shall be read and submitted for confirmation by the vote of the Members present and shall be signed by the Chairperson of the meeting at which they are confirmed.

All such signed minutes will be compiled and kept with the Company Register for a minimum period of ten (10) years.

### 5. **VOTES OF MEMBERS**

#### 5.1 **Entitlement to vote**

Each Voting Member in attendance at a General Meeting has one (1) vote and a Member is not entitled to be present or to vote at a General Meeting if at the date of the meeting that Member's annual subscription fees or other moneys payable by that Member to the Company are in arrears by more than two (2) months (or such longer period as the Board may allow in special circumstances).

#### 5.2 **Family and Corporate Members**

Family and Corporate Members will only be entitled to have one (1) vote per family and one (1) vote per corporate membership. Accordingly, members holding a Family or Corporate membership must appoint one person in their respective family and corporate entity to represent them when voting at a General Meeting.

#### 5.3 **Objection to voting qualification**

An objection may not be raised to the right of a person to attend or vote at a meeting or an adjourned meeting except at that meeting or the adjourned meeting.

Any such objection must be referred to the Chairperson of the meeting, whose decision is final.

A vote not disallowed under such an objection is valid for all purposes.

### 6. **BOARD MEMBERS**

#### 6.1 **Number of Board Members**

The Board will consist of the Directors, Secretary and Executive Committee Members.

The Board Members in office at the time of adoption of this Constitution are to continue in office, until they are removed or retire pursuant to this Constitution.

#### 6.2 **Appointment of Board Members**

The Board may at any time appoint an eligible person to be a Board Member to fill a casual vacancy.

#### 6.3 **Eligibility**

A Member is eligible to be appointed as a Board Member if that person has been a Voting Member for not less than one (1) year.

A Member is ineligible to be appointed as a Board Member if that person has not paid their membership fee or special levies by the due date in the year in which the election is being held.

#### 6.4 **Nomination and election**

At least twenty-one (21) days before an Annual General Meeting the Secretary must invite Members to nominate candidates for appointment to offices becoming vacant at that Annual General Meeting.

Any two Voting Members may nominate an eligible person for appointment by notice in writing to the Secretary not less than fourteen (14) days prior to the Annual General Meeting.

Candidates' names will be published at the Registered Office or at the business premises of the Company, whichever is deemed more appropriate, and given to Voting Members not less than seven (7) days prior to the date of the Annual General Meeting.

At the Annual General Meeting, all candidates for Board Members will be elected by a ballot conducted in accordance with the following:

- (a) the ballot paper must contain the names of the candidates in alphabetical order;
- (b) a ballot paper will only be taken to be validly completed by a Voting Member if the Voting Member casts a vote for such number of candidates as does not exceed the number of vacancies to be filled, and
- (c) candidates will be elected in descending order of the number of votes cast in their favour until all vacancies are filled.

#### 6.5 **Rotation of Flag Officers and Board Members**

At the Annual General Meeting in each year all the Flag Officers and Board Members shall automatically retire from office and shall be eligible for re-election.

The retirement of a Flag Officer and Board Members at an Annual General Meeting takes effect at the end of that meeting.

#### 6.6 **Removal of Board Member**

At a General Meeting the Company may by Ordinary Resolution remove a Board Member from office.

#### 6.7 **Remuneration of Board Members**

A Board Member may not be paid any remuneration for services as a Board Member.

#### 6.8 **Expenses**

A Board Member is entitled to be reimbursed out of the funds of the Company for such reasonable travelling, accommodation and other expenses as the Board Member may incur when travelling to or from meetings of the Board Members or a Committee or when otherwise engaged on the affairs of the Company.

#### 6.9 **Board Member's interests**

A Board Member is not disqualified by the Board Member's office and the fiduciary relationship established by it from holding any office or place of profit, other than that of auditor, under the Company or a related body corporate of the Company.

A Board Member may, subject to the Act:

- (a) be a Director of or hold office or a place of profit in any other company promoted by the Company or in which the Company may hold an interest;
- (b) contract or make any arrangement with the Company or any related body corporate for profit and any such contract or arrangement will not be void for that reason.

Each Board Member must disclose that Board Member's interests to the Company in accordance with the Act, but not to the extent of providing details of any remuneration.

A Board Member who has a material personal interest in a matter that is being considered at a meeting of the Board Members may not vote on the matter or be present while the matter (or a proposed resolution of that kind) is being considered at the meeting, provided that these restrictions may at any time or times be suspended or relaxed by resolution of the Company in General Meeting, if that is permitted by the Act.

#### 6.10 **Vacation of office of Board Member**

In addition to the circumstances in which the office of a Board Member becomes vacant under the Act, the office of a Board Member becomes vacant if the Board Member:

- (a) ceases to be a Voting Member;
- (b) becomes of unsound mind or is mentally incapable of performing the functions of that office;
- (c) resigns from the office by notice in writing to the Company;
- (d) is removed from the office at a General Meeting by an Ordinary Resolution;
- (e) becomes prohibited from being a Board Member of the Company by reason of bankruptcy or an order made under the Act;
- (f) is not present at meetings of the Board Members for a continuous period of six months without leave of absence being given by the Board.

## **7. FLAG OFFICERS AND THE TREASURER**

### **7.1 Continuation of appointment of Flag Officers and Treasurer**

The Company must appoint a Commodore, a Vice Commodore, a Rear Commodore and a Treasurer.

The Commodore, Vice Commodore, Rear Commodore and Treasurer in office at the time of adoption of this Constitution will continue in office until replaced subject to this Constitution.

### **7.2 Appointment of Flag Officer or Treasurer**

The Board may at any time appoint an eligible person to be a Flag Officer or Treasurer to fill a casual vacancy.

### **7.3 Eligibility for appointment as Flag Officers or Treasurer**

A Member is not eligible to be appointed as a Flag Officer or Treasurer unless that person:

- (a) has been a Voting Member for more than one (1) year; and
- (b) is a Board Member (including a Board Member appointed at any General Meeting at which the appointment as Flag Officer is to take place).

### **7.4 Removal of Flag Officer or Treasurer**

The Company at a General Meeting may by Ordinary Resolution remove a Flag Officer or Treasurer from their office.

### **7.5 Remuneration of Flag Officers and Treasurer**

A Flag Officer or Treasurer may not be paid any remuneration for services as a Flag Officer or Treasurer.

### **7.6 Expenses**

A Flag Officer and Treasurer is entitled to be reimbursed out of the funds of the Company for such reasonable travelling, accommodation and other expenses as the Flag Officer and Treasurer may incur when on the affairs of the Company.

### **7.7 Vacation of office of Flag Officer**

The office of a Flag Officer becomes vacant if the Flag Officer:

- (a) ceases to be a Director; or
- (b) resigns from the office by notice in writing to the Company.

The office of a Treasurer becomes vacant if the Treasurer:

- (a) ceases to be a Board Member; or
- (b) resigns from the office by notice in writing to the Company.

A Board Member may remain in the office of Board Member even after resigning from the role of a Flag Officer or Treasurer.

### **7.8 Flag Officer's flags**

The Commodore's flag shall be the Club burgee swallow-tailed with white.

The Vice-Commodore flag shall be the Club burgee swallow-tailed with white with a maroon ball in the lower canton.

The Rear Commodore's flag shall be the Club burgee swallow-tailed with white with a maroon ball in the upper and lower cantons.

The flag of the former Commodore of the Club shall be the Club burgee swallow-tailed with the capital letter R in gold in the lower canton.

## 8. POWERS OF BOARD MEMBERS

The business of the Company is to be managed by or under the direction of the Board.

The Board may exercise all of the powers of the Company except any powers that the Act or this Company's Constitution requires the Company to exercise by way of General Meeting.

These powers include, but are not limited to the following:

- (a) to impose such levies on Members and collect such fees as the Board considers necessary or expedient for the efficient operation of the Company or for some extraordinary expenditure or commitment of the Company;
- (b) to determine the annual subscription fee for each category of membership in each financial year, provided that any increase in subscription is not in excess of an amount equivalent to fifteen percent (15%) of the current subscription level, in the event of which a greater increase must be approved by the Members by Ordinary Resolution at a General Meeting. The board may reduce the subscription during the year. After the 1<sup>st</sup> January each year the Board may give a concession to new memberships for the balance of the financial year;
- (c) to make calls from time to time on Members or any class or classes of Members provided that any call on Members is subject to the approval by the Members by Special Resolution at a General Meeting;
- (d) to purchase, take on lease or exchange, hire and otherwise acquire, any lands, buildings, easements or property, real and personal, and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with any of the objects of the Club;
- (e) to construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Club's interests, and to contribute to, subscribe or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, alteration or control thereof;
- (f) to enter into any arrangements with any Government or Authority that are incidental or conducive to the attainment of the objects and the exercise of the powers of the Club or to obtain from any such Government or Authority any rights, privileges and concessions which the Club may think are desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
- (g) to remunerate any person or body corporate for services rendered, or to be rendered, and whether by way of brokerage or otherwise, in placing or assisting to place or guaranteeing the placing of unsecured notes, debentures or other securities of the Club, or in or about the Club, or promotion of the Club, or in the furtherance of its objects;
- (h) to take or hold mortgages, liens or charges, to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of the Club's property, of whatsoever kind sold by the Club or any money due to the Club from purchasers and others;
- (i) to take any gift or property whether subject to any special trust or not, for any one or more of the objects of the Club;
- (j) to take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Club, in the shape of donations, annual subscriptions or otherwise;
- (k) to print and publish any newspapers, periodicals, books or leaflets that the Club may think desirable for the promotion of its objects;
- (l) in furtherance of the objects of the Club to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Club;
- (m) to invest and deal with any monies of the Club not immediately required as it may think fit and from time to time vary, transpose or realise such investments;
- (n) to appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the efficient operation of the Club;
- (o) to enter into Agreements and Reciprocal Rights arrangements with other similar clubs and associations so as to allow access for Club Members to their premises and/or facilities in return for the reciprocal access of their Members to Club premises and/or facilities; and
- (p) take out appropriate insurance for the Club.

Where a payment (cheque or electronic transfer) is to be made by the Club to a third party, the payment may be authorized by any of the following:

- (a) any two Directors;
- (b) a Director and Secretary; and
- (c) a Director and a person authorized by the Board in writing to be a signatory of the Club bankaccounts; and

The Board may at a Board meeting amend the people authorized to approve payments to be made by the Club.

## **9. BY-LAWS**

Each Member is bound by and must comply with the By-Laws.

The Board may amend or remove any By-Law and add new By Laws.

By-Laws and amendments to the By-Laws come into force upon being made or amended, as the case may be, by the Board.

The By-Laws in existence at the date of the adoption of this Constitution (see Appendix 2) continue as By-Laws subject to this Constitution.

The Members may by resolution passed in General Meeting disallow any By-Law made or amended by the Board. No such disallowance will invalidate any decision or act made or taken pursuant to such By-Law prior to the disallowance unless the resolution specifically so directs.

## **10. MEMBER PROTECTION POLICY**

Each Member is bound by and must comply with the Member Protection Policy (Appendix 3).

The Board may amend from time to time the Member Protection Policy.

## **11. BOARD PROCEEDINGS**

### **11.1 Board meetings**

The Board Members may meet together and adjourn and otherwise regulate their meetings as they think fit.

A Board Member may at any time, and the Secretary must on the written request of a Board Member, convene a meeting of the Board.

The Board must use all reasonable endeavors to hold a meeting at least once every six weeks.

### **11.2 Chairman of the Board**

The Commodore will be Chairperson of Board meetings.

If a Board meeting is held and the Commodore is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unable or unwilling to act, the following may preside as Chairperson of the meeting (in order of precedence):

- (a) the Vice Commodore;
- (b) the Rear Commodore, or
- (c) a Board Member chosen by a majority of the Board Members present.

### **11.3 Questions decided by majority**

Questions arising at a Board meeting are to be decided by a majority of votes of Board Members present and entitled to vote and any such decision is for all purposes to be deemed a decision of the Board.

### **11.4 Chairman's casting vote**

In the event of an equality of votes, the Chairperson of the meeting has a casting vote.

### 11.5 **Quorum for Board meetings**

The quorum for a Board meeting is four (4) or any greater number determined by the Board Members from time to time.

For the purposes of this Rule, a quorum is present during the consideration of a matter at a Board meeting only if at least four (4) Board Members are present that are entitled to vote on any matter.

A Board Member is treated as being present at a meeting held by audio or audiovisual communication, if the Board Member is able to be heard by all others attending the meeting.

### 11.6 **Board Members' committees**

The Board Members may delegate any of their powers, other than powers required by law to be dealt with by the Board, to a committee which is subject to the direction of the Board Members.

Such delegation must be recorded in the Company's Minute Book.

Any recommendation of the committee must be ratified at a Board Meeting.

### 11.7 **Proceedings of Board Members' committees**

The Board Members may elect one (1) of their number as Chairperson of the meetings of a committee.

If a meeting of a committee is held and:

- (a) a Chairperson has not been elected; or
- (b) the Chairperson is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

the Members of the committee present may elect one of their numbers to be Chairperson of the meeting.

A committee may meet and adjourn as it thinks proper.

Questions arising at a meeting of a committee are to be determined by a majority of votes of the Members of the committee present and voting.

The Chairperson, in addition to the Chairperson's deliberative vote, has a casting vote.

### 11.8 **Minutes of Meetings**

The Board shall require Minutes of the meeting to be recorded and duly entered into the books provided.

The Minutes shall record:

- (a) all proceedings and resolutions including appointments of Board Members; and
- (b) the names of all Board Members present at the meeting.

At every meeting the minutes of the previous meeting shall be read and submitted for confirmation by the vote of the Members present and shall be signed by the Chairperson of the meeting at which they are confirmed.

All such signed minutes will be compiled and kept with the Company Register for a minimum period of ten (10) years.

### 11.9 **Use of technology**

A Board meeting or a meeting of a committee may be called or held using any technology consented to by each Board Member. The consent may be a standing one. A Board Member may only withdraw consent within a reasonable period before the meeting.

### 11.10 **Validity of acts of Board Members**

Subject to the other provisions of this Constitution, all acts of the Board Members, a committee or a Member of a Board committee are valid even if it is afterwards discovered that there was a defect in the appointment, election or qualification of any of them or that any of them were disqualified or had vacated office.

## **12. SECRETARY**

### **12.1 Appointment of Secretary**

There must be one (1) Secretary of the Company who is to be appointed by the Voting Members at a General Meeting.

The Secretary will be registered with Australia's corporate services regulator when and if required by the regulator.

### **12.2 Suspension and removal of Secretary**

The Board may suspend or remove the Secretary from that office.

### **12.3 Powers, duties and authorities of Secretary**

The Board may vest in the Secretary such powers, duties and authorities as they may determine from time to time and the Secretary must exercise all such powers and authorities subject at all times to the control of the Board.

## **13. CLUB BURGEE**

### **13.1 Club burgee**

The burgee of Mooloolaba Yacht Club shall be a pennant, the body of which shall be the circular yacht club logo in white on a maroon background and using the words Mooloolaba Yacht Club to complete the circle.

### **13.2 Flying of burgee**

The burgee must not be flown on any yacht that is owned by a Member unless the Member is present when that yacht is being used.

## **14. INSPECTION OF RECORDS**

Subject to the Act, the Board may determine whether and to what extent, and at what time and place and under what conditions, the accounting records and other documents of the Company or any of them will be open to the inspection of Members (other than Board Members).

A Member (other than a Board Member) does not have the right to inspect any document of the Company except as provided by law or authorized by the Board or by the Company in General Meeting.

## **15. SERVICE OF DOCUMENTS**

This Rule does not apply to the giving of a notice of meeting of Members. The Company may give a document to a Member:

- (a) personally;
- (b) by sending it by post (by airmail if to an address outside Australia) to the address for the Member in the Register or an alternative address (if any) nominated by the Member; or
- (c) by sending it to an electronic address (if any) nominated by the Member.

A Member may give a document to the Company or to the Secretary:

- (a) in the case of the Secretary, personally;
- (b) by sending it by post to the registered office of the Company; or
- (c) by sending it to an electronic address (if any) nominated by the Company.

If a document is sent by post, delivery of the document is:

- (a) taken to be effected by properly addressing, prepaying and posting a letter containing the document; and
- (b) taken to be effective on the third day after the date of its posting.

If a document is sent by facsimile or electronic transmission, delivery of the document is:

- (a) taken to be effected by properly addressing and transmitting the facsimile or electronic transmission, and
- (b) taken to be effective on the day following its transmission.

## **16. AUDIT AND ACCOUNTS**

### **16.1 Company to keep accounts**

The Board must cause the Company to keep accounts of the business of the Company in accordance with the requirements of the Act.

### **16.2 Company to audit accounts**

The Board must cause the accounts of the Company to be audited in accordance with the requirements of the Act and if not required by the Act, at the request of the Treasurer or by the Board passing a resolution.

16.3 A written report of the clubs activities throughout the year to be submitted at the Annual General Meeting

## **17. INDEMNITY**

### **17.1 Indemnity of Members**

Every person who is or has been a Member is entitled to be indemnified out of the property of the Company against:

- (a) any liability incurred by that person in their capacity as a Member (except a liability for legal costs); and
- (b) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings whether civil or criminal or of an administrative nature, in which that person becomes involved because of that capacity

Unless:

- (a) the Company is forbidden by statute to indemnify the person against the liability or legal costs;
- (b) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by statute;
- (c) the person making the claim has caused or contributed to the incident to which the claim for indemnity relates too; or
- (d) the person making the claim for indemnity is not acting in good faith in the opinion of the Board.

### **17.2 Insurance**

The Company may pay or agree to pay a premium for a contract insuring a person who is or has been a Board Member, Director or Secretary of the Company and its subsidiaries and Members against liability incurred by the person in that capacity, including liability for legal costs, unless:

- (a) the Company is forbidden by statute to pay or agree to pay the premium; or
- (b) the contract would, if the Company paid the premium, be made void by statute.

## **18. WINDING-UP OR DISSOLUTION**

If upon the winding up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property, that property will not be paid to or distributed among the Members but will be given or transferred to some other institution or institutions:

- (a) having objects similar to the objects of the Company; and
- (b) whose constitution prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as imposed under this Constitution,

such institution or institutions to be determined by the Members, at or before the time of winding up or dissolution.

# APPENDIX 1

## THE MOOLOOLABA YACHT CLUB LTD

### OBJECTS

The objects for which the Club is established and the extent to which it may strive to meet these objects are:

- (a) To encourage and promote the sport of yachting and boating;
- (b) To purchase, lease or otherwise acquire land for the furtherance of the fore-going objects and to provide on such land or elsewhere in a convenient situation a club house or club houses, boat houses, wharves, jetties, piers, boat slips and boat building and repairing sheds, dining and refreshment rooms, garages, libraries and generally all such other buildings and other facilities as may be required for the use and convenience of Members of the Club and their friends;
- (c) In furtherance of the objects of the Club to purchase, lease, acquire or build and to sell, lease or otherwise dispose of boats, yachts, punts and ships of all descriptions;
- (d) To provide for the Members of the Club and their friends all of any of the benefits, privileges, advantages, conveniences and accommodation usually available at a Club of a similar nature including reading and writing areas, library, residential accommodation and refreshment rooms and sports games and pastimes of all kinds whether indoor or outdoor;
- (e) To supply, buy, prepare, sell and deal in refreshments and provisions and all kinds of liquor (whether intoxication or not), papers, magazines, books and publications, sport equipment, stationery and other articles and things likely to be required by Members of the Club and their friends. Provided that any profits gained from any such sales or dealings shall be used solely in furtherance of the objects of the Club;
- (f) To apply for, obtain and hold any licence or licences necessary to be obtained and held for the purpose of effectuating all or any of the objects of the Club including a licence or licences for the sale and consumption of intoxicating liquors and other commodities and to procure any person or persons to act as licensee or licensees and to hold any such licence or licences on behalf of the Club;
- (h) To promote either alone or jointly with any other Club association or persons sailing races, training, competitions and exhibitions in relation to sailing and boating and yachts and boats in relation to any other sports or pastimes and to offer, give or contribute to prizes, trophies and awards and to guarantee prize money and expenses in connection with any such races, matches, competitions and exhibitions and generally to foster, promote, encourage and support the sports, sailing and boating and yacht racing and boat racing;
- (i) To promote and foster social intercourse among the Members of the Club and for such purpose to promote, give and provide concerts, entertainments and amusements, banquets and dinners, balls and dances;
- (j) To publish for the use of Members a journal containing records of yacht races and accounts of cruises and articles and information relating to yachts and boat racing and sailing generally;
- (k) To hire and employ any person considered necessary for the purpose of the Club and to pay them, in return for services rendered to the Club, a salary, wage, gratuity and pension;
- (l) Subject to Section 34 of the said Act to invest any moneys of the Club not immediately required for the purposes thereof upon such securities and in such manner as may from time to time be determined and from time to time to vary such investments and dispose of all or any part thereof for the benefit of the Club;
- (m) To sell, improve, manage, develop, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property and rights to the Club;

- (n) To establish, promote or assist in establishing or promoting and to subscribe to or become a Member of any other Club or association whose objects are similar or in part similar to the objects of the Club or the establishment of promotion of which may be beneficial to the Club and whose constitution shall prohibit the distribution of its income and property among its Members to an extent not less than is provided by Clause (e ) of this Appendix;
  - (o) To support and subscribe to any charitable or public body or to any institution or society or Club which may be for the benefit of the Club or its employees or may be connected with the sport of sailing or boating; to give pensions, gratuities or charitable and to any persons who may have served the Club or to the wife, widow, children or other relatives of such persons, to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Club;
  - (q) To borrow or raise and give security for money by the issue of or upon bonds, debentures, debenture stock, bills of exchange, promissory notes or other obligations or securities of the Club or by mortgage or charge upon all or any part of the property of the Club;
  - (r) To draw, accept, endorse, discount, execute and issue cheques, drafts, orders, promissory notes, bills of exchange, bills of lading warrants, bonds, coupons, debentures and other negotiable or transferable instruments;
  - (s) To pay all costs, charges and expenses of and incidental to or in connection with the incorporation of the Club; and
  - (t) To do all such other lawful things as in the opinion of the Club are incidental or conducive to the attainment of the above objects or any of them.
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## APPENDIX 2

# THE MOOLOOLABA YACHT CLUB LTD

## BY-LAWS

**Adopted 4 June 2013**

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These By-Laws have been compiled by the Board under the authority of the Constitution of the Mooloolaba Yacht Club Inc.

### 1. MANAGEMENT

The overall management and control of the business and affairs of the Club, which is a registered Company Limited by Guarantee, is vested in the Board consisting of the Flag Officers and Board Members who are elected annually by the Members.

The Board may from time to time form sub-committees including:

- (a) A Sailing Committee consisting of a Board Member or Board Members, one of whom shall be Chairman of the Sailing Committee, appointed by the Board, and other such Members as nominated by that Chairman; and
- (b) A Social Committee consisting of a Board Member or Board Members, one of whom shall be Chairman of the Social Committee, appointed by the Board, and other such Members as nominated by that Chairman.

All Flag Officers are ex-officio Members of each committee.

The Chairman of each committee is the only Board Member empowered with any executive authority. Such executive authority shall be exercised through the Board only, and no Board Member will, except in unusual circumstances, give directions to the Club staff or employees.

The Chairman of each sub-committee will report to the Board at each monthly meeting.

### 2. SAILING COMMITTEE

The duties of the Sailing Committee are conducting and regulating the Club's "on water activities", and doing of all things directly necessary to carry on these duties. Within this area the Sailing Committee shall be regarded as an expert sub-committee.

In detail, these duties are:-

- (a) Implementation of the Club's sailing program;
- (b) Regulation of all "on water" activities with the Club, within the powers of the Notice of Race, Sailing Program, Sailing Instructions, relevant By-Laws, ISAF Racing Rules of Sailing, the prescriptions of the YA and safety regulations of the YA Addendum A (Part 2) all as modified in the Sailing Instructions;
- (c) Conduct Championships\*, Regattas\*, Invitation Racing\*, SAMS and WAMS racing program. Items marked \* require prior approval of the Board;
- (d) Determine the trophy policy in consultation with the Board;
- (e) Routine maintenance of sailing equipment as per schedule and replacement to maintain serviceability of equipment;
- (f) Record and score class racing, display scores and handicaps after handicapping; and
- (g) Correspondence may be released by the Sailing Committee as follows:-
  - (1) To Members with the scope of (a) to (f); and
  - (2) Externally, with prior approval of the Board (copies to the club's primary business premises of the Company office).

All financial commitments made by the Sailing Committee, must be authorized by the Board, and may only be made for:-

- (a) Routine maintenance of Sailing Equipment as per inventory;
- (b) Routine replacement of expendable items such as stationary, cartridges, gas refills, batteries, petrol etc; and
- (c) All other matters with prior Board approval.

### **3. SOCIAL COMMITTEE**

The duties of the Social Committee are conducting the Club's "on land activities", and doing of all things directly necessary to carry on these duties. Within this area, the Social Committee shall be regarded as an expert sub-committee.

In detail, these duties are:-

- (a) Organisation and implementation of the Club's social program; and
- (b) Correspondence may be released by the Social Committee as follows:-
  - (1) To Members with the scope of (a); and
  - (2) Externally, with prior approval of the Board (copies to the club's primary business premises).

All financial commitments made by the Social Committee, must be authorised by the Board, and may only be made for organisation of club social events.

### **4. MEMBERSHIP CATEGORIES**

The following obligations, responsibilities and privileges will apply to each class of Member as noted in the Constitution.

#### **4.1 SENIOR**

To be a Senior Member, a person must

- (a) be over eighteen (18) years; and
- (b) intend to take part in or support the sailing and social activities organised by the club.

Senior Members are entitled to vote at General Meetings.

Members will receive annually:-

- (a) Personalised membership card;
- (b) Club Member Handbook;
- (c) Twelve (12) month calendar of boating and social activities;
- (d) Voting rights;
- (e) Access to sponsored Member Benefits;
- (f) Member only privileges including Member pricing, discounts and exclusive offers; and
- (g) Access to reciprocal club arrangements.

#### **4.2 LIFE MEMBER, ENDURING LIFE MEMBER**

To be a Life Member or Enduring Life Member, a person must:

- (a) be over eighteen (18) years; and
- (b) intend to take part in or support the sailing and social activities organised by the club.

Life Member and Enduring Life members are entitled to vote at General Meetings.

These Members will receive annually:

- (a) Personalised membership card;
- (b) Club Member Handbook;
- (c) Twelve (12) month calendar of boating and social activities;
- (d) Voting rights;
- (e) Access to sponsored Member Benefits;
- (f) Member only privileges including Member pricing, discounts and exclusive offers; and
- (g) Access to reciprocal club arrangements.

No further membership will be permitted in these membership classes.

#### **4.3 SHAREHOLDER MEMBERSHIP**

A person is a Shareholder in Mooloolaba Yacht Club Limited shall continue to be a Shareholder of the Club and while he or she retains such membership shall not be obliged to pay the annual subscription but in all other respects shall be bound by the Constitution of the Club

Shareholders may transfer their membership and that membership category's rights and obligations to his spouse or child by will or inter vivos (transfer or gift made during person's life).

If a Shareholder wants to transfer his or her membership to any person other than his or her spouse or child, he or she shall give notice 'Sale Notice' to the Board giving the Club two (2) months to buy back the Shareholder's membership. The Sale Notice must nominate the price which Shareholder requires for such membership.

If the Club gives notice to Shareholder within the two (2) months advising the Club wants to purchase his or her membership at the price nominated, the Shareholder shall surrender such membership accordingly upon payment of the nominated price. If the Board does not give such notice within that period, the Shareholder shall be at liberty to transfer the membership to any other person provided that at the time of presentation of the transfer for registration, the recipient shall be a member of the Club and the price shall be no less than the price offered to the Club.

The Board may, if it thinks fit, fix a maximum price not less than four hundred dollars (\$400) for the sale of such membership.

The Club will maintain a register of Shareholder members and will make available, where required, appropriate forms of transfer.

Shareholders will receive annually:

- (a) Personalised membership card;
- (b) Club Member Handbook;
- (c) Twelve (12) month calendar of boating and social activities;
- (d) Voting rights;
- (e) Access to sponsored Member Benefits;
- (f) Member only privileges including Member pricing, discounts and exclusive offers; and
- (g) Access to reciprocal club arrangements.

#### **4.4 HONORARY LIFE MEMBER**

The Board may elect a person as an Honorary Life Member when and on terms the Board determines appropriate.

The following persons may be elected as Honorary Life Members:

- (a) in the opinion of the Board the person has rendered valuable service to the Club; and
- (b) on recommendation of the Board, be elected as a Honorary Life Member by resolution of the Members in a General Meeting.

Honorary Life Members are entitled to vote at General Meetings.

Honorary Life Members will receive annually:

- (a) Personalised membership card;
- (b) Club Member Handbook;
- (c) Twelve (12) month calendar of boating and social activities;
- (d) Voting rights;
- (e) Access to sponsored Member Benefits;
- (f) Member only privileges including Member pricing, discounts and exclusive offers; and
- (g) Access to reciprocal club arrangements.

#### **4.5 SUPPORTER**

To be a Supporter member, a person must:

- (a) be over eighteen (18) years; and
- (b) not intend to actively participate in sailing activities organised by the Club.

Supporter Members are not entitled to vote at General Meetings.

Supporters will receive annually:

- (a) Personalised membership card;
- (b) Club Member Handbook;
- (c) Twelve (12) month calendar of boating and social activities;
- (d) Access to sponsored Member Benefits; and
- (e) Member only privileges including Member pricing, discounts and exclusive offers.

#### **4.6 POWER BOAT**

To be a Power Boat member, a person must:

- (a) be over eighteen (18) years; and
- (b) not intend to actively participate in sailing activities organised by the Club.

Power Boat Members are entitled to vote at General Meetings.

Power Boat Members will receive annually:-

- (a) Personalised membership card;
- (b) Club Member Handbook;
- (c) Twelve (12) month calendar of boating and social activities;
- (d) Voting rights;
- (e) Access to sponsored Member Benefits;
- (f) Member only privileges including Member pricing, discounts and exclusive offers; and
- (g) Access to reciprocal club arrangements.

#### **4.7 YOUTH**

To be a Youth Member, a person must:

- (a) be under eighteen (18) years before the 31 December of the year of membership application; and
- (b) intends taking part in sailing activities organised by the Club.

Youth Members are not entitled to vote at General Meetings.

Youth will receive annually

- (a) Personalised membership card;
- (b) Club Member Handbook;
- (c) Twelve (12) month calendar of boating and social activities;
- (d) Access to sponsored Member Benefits;
- (e) Member only privileges including Member pricing, discounts and exclusive offers; and
- (f) Access to reciprocal club arrangements.

#### **4.8 INTERMEDIATE**

To be an Intermediate Member, a person must

- (a) be over eighteen (18) years and under twenty-five (25) years on the 31<sup>st</sup> December of the year of membership application; and
- (b) intends taking part in sailing activities organised by the Club.

Intermediate Members are entitled to vote at General Meetings.

Intermediate Members will receive annually

- (a) Personalised membership card;
- (b) Club Member Handbook;
- (c) Twelve (12) month calendar of boating and social activities;
- (d) Voting rights
- (e) Access to sponsored Member Benefits;
- (f) Member only privileges including Member pricing, discounts and exclusive offers; and
- (g) Access to reciprocal club arrangements.

#### **4.9 FAMILY**

To be Family Members persons must:

- (a) Include a parent or both parents; and
- (b) The children of those parents who are under eighteen (18) years before the 31<sup>st</sup> December of the year of membership application.

One (1) person within the Family Membership, who is over eighteen (18) years, must be nominated by the family as its representative and this nominated person will have the right to one vote at a General Meetings.

Family Members will receive annually:-

- (a) Personalised membership card;
- (b) Club Member Handbook;
- (c) Twelve (12) month calendar of boating and social activities;
- (d) Access to sponsored Member Benefits; and
- (e) Member only privileges including Member pricing, discounts and exclusive offers.

#### **4.10 CORPORATE**

To be Corporate Member:

- (a) The company, who will be the Corporate Member must be a proprietary limited company;
- (b) The Corporate Member may nominate people to be included in its corporate membership, but the Corporate Member can only nominate people who are directors or employees of the Corporate Member; and
- (c) each representative of a Corporate Member must be over (18) eighteen years.

The number of company nominees or representatives that a Corporate Membership can nominate may be determined and changed by the Board at any time.

One (1) person within the Corporate Membership who is over eighteen (18) years, must be nominated by the corporate member as its representative and this nominated person will be the only person having the right to vote at General Meetings for the Corporate member.

Corporate Members will receive annually:-

- (a) Personalised membership card;
- (b) Club Member Handbook;
- (c) Twelve (12) month calendar of boating and social activities;
- (d) Access to sponsored Member Benefits; and
- (e) Member only privileges including Member pricing, discounts and exclusive offers.

If any Corporate Member representative intends on participating in club sailing activities, each individual person must pay registration fees due to the State and/or national yachting authority.

#### **4.11 TEMPORARY MEMBER**

Subject to this Constitution and the By-Laws any Member may introduce a Temporary Member, also known as a guest to the Club.

A Temporary Member shall not be introduced:

- (a) if that person has been expelled from the Club for misconduct or nonpayment of subscription or fees; or
- (b) if that person has been suspended by the Board.

Whenever possible, Temporary Members shall be in the company of a Member.

Members shall be responsible for the conduct of any Temporary Members they may introduce to the Club.

A Temporary Member shall not remain on the premises of the club any longer than the Member who introduced that guest.

Where a Register of Guests is available, on introduction of a Temporary Member, a Member shall enter the name and address of the guest in the Register of Guests and shall countersign that entry.

## **5. MEMBERS TO SAIL**

All persons taking part in club races may race up to a maximum of three (3) race days per calendar year as a Temporary Member, but must then become a Member of the Club, or have a nomination form submitted to the Club, unless the Board grants special permission.

## **6. TROPHIES**

Perpetual trophies always remain the property of the Club and may at the discretion of the Board be retained by the winners for a designated period of not more than one (1) year.

Replica trophies may be presented to the winners of any series having Perpetual Trophies and become the property of the winner upon presentation.

## **7. ALTERATION OF BY-LAWS.**

The Board reserves the right to alter or amend the By-Laws from time to time when Members will be notified.

## **8. REMOVAL OF CLUB PROPERTY**

No Member shall take from the Club premises any paper, book, pamphlet or any other article or property belonging to the Club without permission of the Board.

## **9. DAMAGE TO PROPERTY.**

Any Member or any Member the guest of whom causes damage to the Club premises or any Club property shall be responsible to the Club for the cost of repairing such damage.

## **10. INSURANCE**

A Member's boat must carry insurance for the vessel and its equipment against any loss, damage, injury or death occasioned by the use of the facilities and or the use of the vessel and its equipment howsoever caused and must keep the Club indemnified and saved harmless from any claim or demand whatsoever in respect thereto.

## **APPENDIX 3**

# **THE MOOLOOLABA YACHT CLUB LTD**

## **MEMBER PROTECTION POLICY**

**Adopted 4 June 2013**

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### **CONTENTS**

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#### **POLICY**

1. Introduction
2. Purpose of Our Policy
3. Who Our Policy Applies To
4. Extent of Our Policy
5. Club Responsibilities
6. Individual Responsibilities
7. Protection of Children
  - 7.1 Child Protection
  - 7.2 Supervision
  - 7.3 Transportation
  - 7.4 Taking Images of Children
8. Anti-Harassment, Discrimination and Bullying
9. Inclusive Practices
  - 9.1 People with a Disability
  - 9.2 People from Diverse Cultures
  - 9.3 Sexual & Gender Identity
  - 9.4 Pregnancy
10. Responding to Complaints
  - 10.1 Complaints
  - 10.2 Complaint Handling Process
  - 10.3 Disciplinary Measures
  - 10.4 Appeals

**Attachment 1: Working With Children Check Requirements**

**Attachment 2: Code of Behaviour**

**Attachment 3: Reporting Forms**

## **1. INTRODUCTION**

Mooloolaba Yacht Club strives to provide sailing competition in a safe, friendly, fun, family environment and is therefore committed to ensuring the safety, welfare and well-being of all our members, of any age, and all users of our facilities.

## **2. PURPOSE OF OUR POLICY**

The main objective of our Member Protection Policy (policy) is to maintain responsible behaviour and the making of informed decisions by participants in this club. It outlines our commitment to a person's right to be treated with respect and dignity, and to be safe and protected from abuse. Our policy informs everyone involved in our club of his or her legal and ethical rights and responsibilities and the standards of behaviour that are required. It also covers the care and protection of children participating in our club's activities.

## **3. WHO OUR POLICY APPLIES TO**

Our policy applies to everyone involved in the club including committee members, administrators, coaches, officials (umpires/judges), sailors and boating participants, parents and spectators.

## **4. EXTENT OF OUR POLICY**

Our policy covers unfair decisions (e.g. team selection) and actions, breaches of our code of behaviour and behaviour that occurs at practice, in the club rooms, at social events organised or sanctioned by the club (or our sport), and on away and overnight trips. It also covers private behaviour where that behaviour brings our club or sport into disrepute or there is suspicion of harm towards a child or young person.

## **5. CLUB RESPONSIBILITIES**

We will:

- implement and comply with our policy;
- promote our policy to everyone involved in our club;
- promote and model appropriate standards of behaviour at all times;
- respond to breaches or complaints made under our policy promptly, fairly, and confidentially;
- review this policy every 12-18 months; and
- seek advice from and refer serious issues to our State Association.

Serious issues include unlawful behaviour that involves or could lead to significant harm and includes criminal behaviour (e.g. physical assault, sexual assault, child abuse) and any other issues that our State Association or national body request to be referred to them.

## **6. INDIVIDUAL RESPONSIBILITIES**

Everyone associated with our club must:

- comply with the standards of behaviour outlined in our policy;
- treat others with respect;
- always place the safety and welfare of children above other considerations;
- be responsible and accountable for their behaviour;
- follow the guidelines outlined in this policy if they wish to make a complaint or report a concern about possible child abuse, discrimination, harassment or other inappropriate behaviour.

## **7. PROTECTION OF CHILDREN**

### **7.1 Child Protection**

The Mooloolaba Yacht Club is committed to the safety and wellbeing of all children and young people associated with our sport. We support the rights of the child and will act without hesitation to ensure a child safe environment is maintained at all times. We also support the rights and wellbeing of our staff and volunteers and encourage their active participation in building and maintaining a secure environment for all participants.

Mooloolaba Yacht Club acknowledges that our staff, members and volunteers provide a valuable contribution to the positive experiences of children involved in our sport. Mooloolaba Yacht Club aims to continue this and to take measures to protect the safety and welfare of children participating in our sport by:

### **7.1.1 Identify and Analyse Risk of Harm**

The Mooloolaba Yacht Club will develop and implement a risk management strategy, which includes a review of existing child protection practices, to determine how child-safe and child-friendly the organisation is and to determine what additional strategies are required to minimise and prevent risk of harm to children because of the action of an employee, volunteer or another person.

### **7.1.2 Develop Codes of Conduct for Adults and Children**

The Mooloolaba Yacht Club will ensure that the organisation has codes of conduct that specify standards of conduct and care when dealing and interacting with children, particularly those in the organisation's care. The organisation will also implement a code of conduct to address appropriate behaviour between children.

The code(s) of conduct will set out professional boundaries, ethical behaviour and unacceptable behaviour. (See Part B)

### **7.1.3 Choose Suitable Employees and Volunteers**

The Mooloolaba Yacht Club will ensure that the organisation takes all reasonable steps to ensure that it engages the most suitable and appropriate people to work with children (in prescribed positions).

This may be achieved using a range of screening measures. Such measures will aim to minimise the likelihood of engaging (or retaining) people who are unsuitable to work with children.

The Mooloolaba Yacht Club will ensure that working with children checks/criminal history assessments are conducted for employees and volunteers working with children, where an assessment is required by law.

If a criminal history report is obtained as part of their screening process, the Mooloolaba Yacht Club will ensure that the criminal history information is dealt with in accordance with relevant state requirements. (See Part C)

### **7.1.4 Support, Train, Supervise and Enhance Performance**

The Mooloolaba Yacht Club will ensure that volunteers and employees who work with children or their records have ongoing supervision, support and training such that their performance is developed and enhanced to promote the establishment and maintenance of a child-safe environment.

### **7.1.5 Empower and Promote the Participation of Children In Decision-Making And Service Development**

The Mooloolaba Yacht Club will promote the involvement and participation of children and young people in developing and maintaining child-safe environments.

### **7.1.6 Report and Respond Appropriately To Suspected Abuse and Neglect**

The Mooloolaba Yacht Club will ensure that volunteers and employees are able to identify and respond to children at risk of harm.

The Mooloolaba Yacht Club will make all volunteers and employees aware of their responsibilities under respective state laws if they have suspicion on reasonable grounds that a child has been or is being abused or neglected. (See attachment 1.3)

In addition to any legal obligation, if any person feels another person or organisation bound by this policy is acting inappropriately towards a child or is breaching the code(s) of practice set out they may make an internal complaint. Please refer to our complaints procedure outlined in this policy. This will explain what to do about the behaviour and how the Mooloolaba Yacht Club will deal with the problem.

## **7.2 Supervision**

Members under the age of 15 must be supervised at all times by a responsible adult. Our club will provide a level of supervision adequate and relative to the members' age, maturity, capabilities, level of experience, nature of activity and nature of venue. If a member finds a member under the age of 15 is unsupervised, they should assume responsibility for the member's safety until the parent/guardian or supervisor can be found.

Parents must turn up on time to collect their child for reasons of courtesy and safety. If it appears a member will be left alone at the end of a training session with just one child, they will ask another member to stay until the child is collected.

## **7.3 Transportation**

Parents/guardians are responsible for transporting their children to and from club activities (e.g. practice and regattas). Where our club makes arrangements for the transportation of children (e.g. for away or overnight trips), we will conduct a risk assessment that includes ensuring vehicles are adequately insured, the driver has a current and appropriate licence for the vehicle being used and appropriate safety measures are available (e.g. fitted working seatbelts)]

## **7.4 Taking Images of Children**

Images of children can be used inappropriately or illegally. The club requires that members, wherever possible, obtain permission from a child's parent/guardian before taking an image of a child that is not their own and ensure that the parent knows the way the image will be used. We also require the privacy of others to be respected and disallow the use of camera phones, videos and cameras inside changing areas, showers and toilets.

If the club uses an image of a child it will avoid naming or identifying the child or it will, wherever possible, avoid using both the first name and surname. We will not display personal information such as residential address, email address or telephone numbers without gaining consent from the parent/guardian. We will not display information about hobbies, likes/dislikes, school, etc as this information can be used as grooming tools by pedophiles or other persons. We will only use appropriate images of a child, relevant to our sport and ensure that the child is suitably clothed in a manner that promotes the sport, displays its successes, etc.

## **8. ANTI-HARASSMENT, DISCRIMINATION AND BULLYING**

Our club opposes all forms of harassment, discrimination and bullying. This includes treating or proposing to treat someone less favourably because of a particular characteristic; imposing or intending to impose an unreasonable requirement, condition or practice which has an unequal or disproportionate effect on people with a particular characteristic; or any behaviour that is offensive, abusive, belittling, intimidating or threatening – whether this is face-to-face, indirectly or via communication technologies such as mobile phone and computers. Some forms of harassment, discrimination and bullying are against the law and are based on particular characteristics such as age, disability, gender, sexual orientation, pregnancy, political or religious beliefs, race, and marital status.

Our club takes all claims of harassment, discrimination, bullying and cyber bullying seriously. We encourage anyone who believes they have been harassed, discriminated against or bullied to raise the issue with the club (see Responding to Complaints).

## **9. INCLUSIVE PRACTICES**

Our club is welcoming and we will seek to include members from all areas of our community.

### **9.1 People with a disability**

Where possible we will include people with a disability in our club. We will make reasonable adaptations (e.g. modifications to equipment and rules) to enable participation.

### **9.2 People from diverse cultures**

We will support and respect people from diverse cultures and religions to participate in our club and where possible will accommodate requests for flexibility (e.g. modifications to uniforms).

### **9.3 Sexual & Gender Identity**

All people, regardless of their sexuality, are welcome at our club. We strive to provide a safe environment for participation and will take action over any homophobic behaviour.

### **9.4 Pregnancy**

Pregnant women should be aware that their own health and wellbeing, and that of their unborn children, should be of utmost importance in their decision making about the way they participate in our sport. We recommend pregnant women to consult with their medical advisers, make themselves aware of the facts about pregnancy in sport, and ensure that they make informed decisions about participation.

## **10. RESPONDING TO COMPLAINTS**

### **10.1 Complaints**

Our club takes all complaints about on and off-water behaviour seriously. Our club will handle complaints based on the principles of procedural fairness (natural justice), that is:

- all complaints will be taken seriously;
- both the person making the complaint (complainant) and the person the complaint is against (respondent) will be given full details of what is being said against them and have the opportunity to respond (give their side of the story);
- irrelevant matters will not be taken into account;
- decisions will be unbiased and fair; and
- any penalties imposed will be fair and reasonable.

More serious complaints may be escalated to our State Association.

However, complaints under this policy cannot be handled concurrently with any other process that is addressing the complainant's matter or related matter e.g a Rule 69 hearing.

If the complaint relates to suspected child abuse, sexual assault or other criminal activity, then our club will need to report the behaviour to the police and/or relevant government authority.

### **10.2 Complaint Handling Process**

When a complaint is received by our club, the person receiving the complaint (e.g. President, Member Protection Information Officer) will:

- listen carefully and ask questions to understand the nature and extent of the problem;
- ask what the complainant would like to happen;
- explain the different options available to help resolve the problem;
- take notes; and
- maintain confidentiality but not necessarily anonymity.

Once the complainant decides on their preferred option for resolution, the club will assist, where appropriate and necessary, with the resolution process. This may involve:

- supporting the person complaining to talk to the person being complained about
- bringing all the people involved in the complaint together to talk objectively through the problem (this could include external mediation);
- gathering more information (e.g. from other people that may have seen the behaviour);
- seeking advice from our district, regional, state and/or national body or from an external agency (e.g. State Department of Sport or anti-discrimination agency);
- referring the complaint to our State Association; and/or
- referring the complainant to an external agency such as a community mediation centre, police or anti-discrimination agency.

In situations where a complaint is referred to our State Association and an investigation is conducted, the club will:

- co-operate fully;
- ensure the complainant and respondent are not victimised;
- where applicable, ensure the complainant is not placed in an unsupervised situation with the respondent(s); and
- act on our State Association's recommendations.

At any stage of the process, a person can seek advice from or lodge a complaint with an anti-discrimination commission or other external agency.

### **10.3 Disciplinary Measures**

Our club will take disciplinary action against anyone found to have breached our policy or made false and malicious allegations. Any disciplinary measure imposed under our policy must:

- Be applied consistent with any contractual and employment rules and requirements;
- Be fair and reasonable;
- Be based on the evidence and information presented and the seriousness of the breach;
- Be determined by our Constitution, By Laws and the rules of the sport.

Possible measures that may be taken include:

- verbal and/or written apology;
- counselling to address behaviour;
- withdrawal of any awards, placings, records, achievements bestowed in any regattas, activities or events held or sanctioned by our club;
- suspension or termination of membership, participation or engagement in a role or activity;
- de-registration of accreditation for a period of time or permanently;
- a fine; or
- any other form of discipline that our club considers reasonable and appropriate.

### **10.4 Appeals**

The complainant or respondent can lodge one appeal against decisions of or disciplinary measures imposed by our club to our State Association. Appeals must be based on either a denial of natural justice, because of unjust or unreasonable disciplinary measure(s) being imposed, or on the grounds that the decision was not supported by the information/evidence presented and available to the decision maker/club.

## **Attachment 1.1: SCREENING REQUIREMENTS**

---

This attachment sets out the screening process for people in our club who work, coach, supervise or have regular unsupervised contact with people under the age of 18 years.

Our Club will:

1. Identify positions that involve working, coaching, supervising or regular unsupervised contact with people under the age of 18 years.
2. Obtain a completed Member Protection Declaration (MPD) (Attachment 1.2) from all people who are identified in the above step and keep it in a secure place.
3. Provide an opportunity for a person to give an explanation if a MPD isn't provided or it reveals that the person doesn't satisfactorily meet any of the clauses in the MPD. We will then make an assessment as to whether the person may be unsuitable to work with people under the age of 18 years. If unsatisfied we will not appoint them to the role/position.
4. Where possible, check a person's referees (verbal or written) about his/her suitability for the role.
5. Ask the people identified in step 1 to sign a consent form for a national police check.
6. Possibly request (or ask the person to request) a national 'Part Exclusion' police check from our relevant police jurisdiction. This check excludes irrelevant records. If the police check indicates a relevant offence, we will provide an opportunity for the person to give an explanation, and then we will make an assessment as to whether the person may pose a risk to or be unsuitable to work with people under the age of 18 years. If unsatisfied we will not appoint them to the role/position.
7. Make an assessment as to whether the person may be unsuitable to work with people under the age of 18 years if the person does not agree to a national police check after explaining why it is a requirement under our policy. If unsatisfied, we will not appoint them.
8. Decide whether to offer the person the position taking into account the result of the police check and any other information the club has available to it. Where it is not practical to complete the police check prior to the person commencing in the position, we will complete the check as soon as possible, and if necessary, act immediately on the outcome.
9. Protect the privacy of any person who is checked and maintain confidentiality of any information obtained through the checking process.
10. Return information collected during screening (such as a completed MPD form, police records and referee reports) to the relevant person if that person is not appointed to the position, or otherwise be destroyed within 28 days of the date of the decision or the expiry of any appeal period, unless within that time the person requests that the documents be returned to them. For appointed persons, information will be kept on file in a secure location.

## Attachment 1.2: MEMBER PROTECTION DECLARATION

---

Our club has a duty of care to all those associated with our club. As a requirement of our Member Protection Policy, we must enquire into the background of those who undertake any work, coaching or regular unsupervised contact with people under the age of 18 years.

I ..... (name) of .....

..... (address) born ...../...../.....

sincerely declare:

1. I do not have any criminal charge pending before the courts.
2. I do not have any criminal convictions or findings of guilt for sexual offences, offences related to children or acts of violence
3. I have not had any disciplinary proceedings brought against me by an employer, sporting organisation or similar body involving child abuse, sexual misconduct or harassment, other forms of harassment or acts of violence.
4. To my knowledge there is no other matter that the club may consider to constitute a risk to its members, employees, volunteers, athletes or reputation by engaging me.
5. I will notify the President of the club immediately upon becoming aware that any of the matters set out in clauses 1 to 4 above has changed.

Declared in the *State/Territory of* .....

on ...../...../.....(date) Signature .....

---

### Parent/Guardian Consent (in respect of a person under the age of 18 years)

I have read and understood the declaration provided by my child. I confirm and warrant that the contents of the declaration provided by my child are true and correct in every particular.

Name:.....

Signature:.....

Date: .....

## Attachment 1.3: WORKING WITH CHILDREN CHECK REQUIREMENTS

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The following information was updated in April 2012. It is subject to change at any time.

### QUEENSLAND

A person will need a Working with Children Check ("WWC Check"), also known as a **blue card**, if they propose to work in a paid or voluntary capacity or to carry on a business in a child-related area regulated by the *Commission for Children and Young People and Child Guardian Act 2000*, for at least:

- Eight consecutive days; or
- Once a week for each week during a period of four weeks; or
- Once a fortnight for each fortnight during a period of eight weeks; or
- Once a month for each month during a period of six months.

Once a person is checked and approved, they are issued with a blue card. Volunteers and paid employees employed in a sporting organisation generally fall under the 'churches, clubs and associations' category of regulated employment. Volunteers and paid employees employed in private businesses may fall under the 'sport and active recreation' category of regulated employment. The check is a detailed national criminal history check including charges and investigations relating to children.

Police Officers and registered teachers do not need to apply for a blue card when providing child related services that fall outside of their professional duties. They should however apply to the Commission for an exemption card.

People such as those with previous convictions involving children are disqualified from applying for or renewing a blue card (refer to website below for details).

As a result of changes and improvements to the blue card system as at the 1<sup>st</sup> of April, 2011 and 1<sup>st</sup> July, 2011 more people will be screened and have their criminal histories monitored. State Government employees and volunteers who work with Children will now be screened through the Commission. It will be compulsory for employers/organisations to notify the Commission if they employ someone who already holds a blue card.

A blue card remains current for two years. Existing card holders will be notified by the Queensland Commission for Children and Young People and Child Guardian before their card expires. It is important to note that Blue Cards issued for applicants received after 1 April 2010 will now be valid for three years, instead of two. Volunteers who are under 18 years of age do not require a Blue Card; however, employees under 18 years of age do require a blue card. In addition to obligations regarding the blue card, **employers** must develop and implement a written child protection risk management strategy and review it each year.

For more information on the blue card, including current forms:

- Visit: [www.ccypcg.qld.gov.au](http://www.ccypcg.qld.gov.au) or
- Call: 1800 113 611

## **Attachment 2: CODE OF BEHAVIOUR**

---

Mooloolaba Yacht Club (MYC) endorses the following Code of Conduct for members particularly where involved with members and visitors under the age of 18 years.

Members, guests and visitors upon the Club premises must conduct themselves in a gentlemanly manner and must not act in any way which might cause annoyance to other members or to persons in the vicinity of the Club.

The Club endorses the following Code of Conduct for Members particularly where involved with Members and visitors under the age of eighteen (18) years. As a club Member you should:

1. Respect the rights, dignity and worth of others;
2. Be fair, considerate and honest in all dealings with others;
3. Be professional in, and accept responsibility for, your actions;
4. Operate within the rules of the sport including national and international guidelines that govern the sport of sailing;
5. Do not use your involvement in the club to promote your own beliefs, behaviors or practices where these are inconsistent with those of the club;
6. Demonstrate a high degree of individual responsibility especially when dealing with persons under 18 years of age, as your words and actions are an example;
7. Avoid unaccompanied and unobserved activities with persons under 18 years of age, wherever possible;
8. Refrain from any form of harassment of others;
9. Refrain from any behaviour that may bring the Club into disrepute;
10. Show concern and caution towards others who may be sick or injured; and
11. Be a positive role model.



<p>Nature of complaint (category/basis/grounds)</p> <p>Can tick more than one box</p>	<p><input type="checkbox"/> Harassment or      <input type="checkbox"/> Discrimination</p> <p><input type="checkbox"/> Sexual/sexist      <input type="checkbox"/> Selection dispute      <input type="checkbox"/> Coaching methods</p> <p><input type="checkbox"/> Sexuality      <input type="checkbox"/> Personality clash      <input type="checkbox"/> Verbal abuse</p> <p><input type="checkbox"/> Race      <input type="checkbox"/> Bullying      <input type="checkbox"/> Physical abuse</p> <p><input type="checkbox"/> Religion      <input type="checkbox"/> Disability      <input type="checkbox"/> Victimisation</p> <p><input type="checkbox"/> Pregnancy      <input type="checkbox"/> Child Abuse      <input type="checkbox"/> Unfair decision</p> <p><input type="checkbox"/> Other .....</p>
<p>What they want to happen to fix issue</p>	
<p>Information provided to them</p>	
<p>Resolution and/or action taken</p>	
<p>Follow-up action</p>	