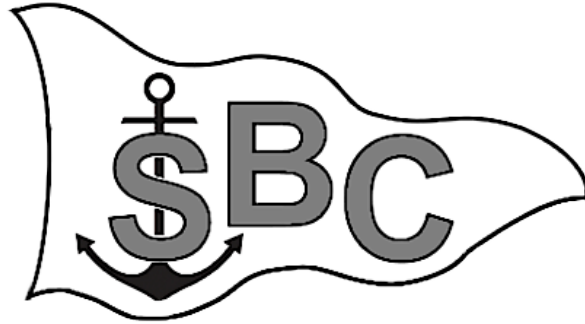


The Small Boat Club of SA Inc.



CONSTITUTION & BYLAWS
As amended at the 26 November 2022 QGM

CONSTITUTION

1. The ASSOCIATION

The name of the incorporated association is THE SMALL BOAT CLUB OF SOUTH AUSTRALIA, referred to herein as "the association".

2. DEFINITIONS

- "committee" means the committee of management of the association.
- "member" means a member of the association.
- "general meeting" means a general meeting of members of the association convened in accordance with this constitution.
- "the Act" means the Associations Incorporation Act 1985 & as amended.
- "special resolution" and "ordinary resolution" are as defined in these rules.
- "month" means a calendar month & "year" a calendar year.
- "dependent" shall have its strict meaning.
- "bylaws" means the document as defined in these rules.
- "rules" means the constitution and bylaws in combination.

- “domestic partner” has the same meaning as in the Family Relationships Act 1975.
- “disciplinary measure” means as described in Bylaw s.9.
- “poll” means a secret ballot.

3. OBJECTS OR PURPOSES OF THE ASSOCIATION

1. To promote sailing, boating, fishing and associated social activities.
2. To promote and hold either alone or jointly with other associations, clubs or persons, meetings and boating competitions and to offer, give or contribute towards prizes, medals and awards and all associated activities.
3. To employ or contract such persons as may be required from time to time to time.
4. To support and subscribe to charities as determined by the committee from time to time.
5. To do all such other things as may be incidental to these objectives including the application for and management of an appropriate licence under the Liquor Licensing Act 1997.

4. POWERS OF THE ASSOCIATION

1. The powers of the association are subject to the Act and these rules.
2. The association shall have all the powers conferred by section 25 of the Associations Incorporation Act and without limiting these the association shall be entitled to hold real or personal property, open and operate bank accounts and enter into any necessary or desirable contract including contracts of employment.
3. The association shall have all the powers conferred under the provisions of the Liquor Licensing Act 1997.
4. The committee shall be entitled to exercise the full powers of the association and, without limiting those powers, shall have the management and control of the funds and property of the association, subject to conditions and limits (if any) in these rules.

5. MEMBERSHIP

5.1 Types

There shall be five (5) types of membership. Full, Associate, Life, Honorary and Temporary, plus sub-types.

- Full member

Any person who supports the objects of the association and agrees to be bound by its rules may apply to become a Full member (or Full-Pension, or Full-Sponsored).

- Associate member

Any person who supports the objects of the association and agrees to be bound by its rules may apply to become an Associate member (or Associate-Family).

- Life member

A Full member who has rendered valuable service to the association over the preceding ten years and who agrees to be bound by its rules may be nominated via special resolution for Life membership.

- Honorary member

A person who is not a current member but has provided valued services to the association and agrees to be bound by its rules may be admitted at the invitation of the committee as an Honorary member.

- Temporary member

Any person who seeks short term rental of the club's slips and who agrees to be bound by club rules may apply to become a Temporary Member.

5.2 Register of voting members

1. A register of members shall be kept and contain whatever information about the member and their vessel/s that the committee deems important for the sound management of the club.
2. This information shall include but is not limited to the information required on the club's official application form.
3. The dates when membership commenced and ceased (if applicable) shall be recorded and information on past members maintained for seven years.

5.3 Resignation

A member may resign from membership of the association via written notice to the Secretary, but shall remain subject to any relevant provisions in these rules, including liability for debts.

5.4 Expulsion

Committee may determine that a member be expelled on either of two grounds:

1. For conduct "detrimental to the interests of the association". In such case:
 - (i) Particulars of the charge shall be communicated to the member at least thirty (30) days before the meeting of the committee at which the matter will be determined.
 - (ii) The member shall be invited to address the committee concerning the charge in person and/or in writing.

(iii) The determination of the committee shall be communicated to the member and, in the event of an adverse determination, the member shall (subject to (iv) below) cease to be a member 14 days after the date of that communication.

(iv) It shall be open to a member to appeal the determination in general meeting. The intention to appeal shall be communicated in writing to the secretary within the 14 day period defined in (iii) above.

(v) The appeal shall be heard at the next scheduled general meeting following receipt by the secretary of the written notice of the intention to appeal; the appellant shall be entitled to make both written and oral submissions to the meeting.

(vi) The question shall be decided at the general meeting in accordance with the relevant provisions under Section 10 of the constitution.

2. For conduct that has required the committee to apply a 'disciplinary measure' (Bylaw S.8) on three occasions over any two year period. In such case, the procedure described in (i)-(vi) above similarly applies.

6. FEES

The subscription fees for membership and fees for any other rentals or services shall be such sum and payable on such terms as the members determine via Special Resolution at a general meeting.

7. BYLAWS

1. The bylaws may refer to any aspect of club management and member conduct and are binding on all members.
2. The bylaws may be proposed, amended or rescinded by Ordinary Resolution at a general meeting.

8. THE COMMITTEE

8.1 Powers and Duties

1. The affairs of the association shall be managed and controlled by a committee which, in addition to any powers and authorities conferred by these rules, may exercise all such powers and do all such things as are within the objects of the association, and are not by the Act or by these rules required to be done by the association in general meeting.
2. The committee shall have the management and control of the funds and other property of the association, subject to conditions and limits (if any) in these rules.

3. The committee shall have authority to interpret the meaning of these rules, and any other matter relating to the affairs of the association on which these rules are silent.
4. The committee may appoint sub-committees from time to time and shall provide such sub-committees with such powers and duties as are appropriate.
5. The committee may at its discretion fill any casual vacancy upon the committee, having due regard to the rules of appointment. The member appointed shall continue in office until the next AGM.

8.2 Appointment

The committee shall be comprised of a Commodore (Chair), Vice Commodore, Rear Commodore, Treasurer, Secretary, and a minimum of five (5) and a maximum of seven (7) ordinary members.

1. All committee positions shall be subject to election at each AGM.
2. Candidates for Commodore shall have been a member of the committee for a minimum of two years and be the owner of a boat normally kept on club premises, water or land.
3. Candidates for Vice Commodore shall have been a member of the committee for at least one year and are the owner of a boat normally kept on club premises, water or land.
4. Candidates for Rear Commodore shall have been a Full member for at least one year.
5. Candidates for any other position shall be a Full member with at least twelve months membership, or a Life member.
6. Members on Probation for any reason under these rules shall not be eligible to stand.
7. All committee members shall be eligible to be candidates for re-election.
8. Candidates for any position upon the committee shall be nominated and seconded in writing by two Full/Life members. The nomination paper shall contain the consent to stand by the candidate and shall be lodged with the Secretary a minimum of seven (7) full days prior to the scheduled meeting.
9. Notice of persons seeking election shall be made available to members a minimum of six (6) full days prior to the meeting.
10. The committee shall appoint three independent Returning Officers to undertake the management of the election, including but not limited to the preparation of ballot papers and handling of completed ballots. Any decision by a majority of the Returning Officers shall be binding.
11. In the event of a tied vote for any position, the Returning Officers may call for a show of hands, or any other method deemed suitable, to break the tie.

12. Once the election of the committee is determined, the Returning Officers shall call upon the new committee to take control of further proceedings.

8.3 Proceedings

1. The committee shall meet together for the despatch of business at least monthly.
2. Questions arising at any meeting of the committee shall be decided by a majority of votes, and in the event of an equality of votes the Chairperson shall have a casting vote in addition to a deliberative vote.
3. A quorum for a meeting of the committee shall be one half of the full committee.
4. A member of the committee having a direct or indirect pecuniary interest in a contract or proposed contract with the association must disclose the nature and extent of that interest to the committee, and shall not vote on that question. The member must disclose the nature and extent of that interest to the next general meeting.
5. The Commodore shall be the Chair of the committee or, in their absence, the Vice Commodore shall be Chair. If neither are present, the committee shall appoint one of its other officers to exercise the powers of Chair.

8.4 Public Officer

The Public Officer required by the Act shall be the Secretary; however, at the request of the Secretary and subject to the Act, committee may elect another committee member as Public Officer.

8.5 Secretary

The Secretary shall:

1. manage and conduct the administrative affairs of the association.
2. make (or have made by an appointed Minute Secretary who shall be an elected member of the committee) true and accurate minutes of all general meetings and committee meetings.
3. keep files of club documents including, but not limited to, insurance policies, bank accounts, lease agreements, and policies relating to WHS and EPA requirements.
4. provide notice in accordance with these rules of all committee and general meetings and provide all documents as are required.
5. carry out all proper instructions of the committee.
6. shall be paid an honorarium by the association not exceeding the value of a single walk-on marina berth.
7. The sum payable shall be decided by motion at the final scheduled committee meeting prior to the AGM.
8. The committee's decision may be appealed to the AGM.

8.6 Treasurer

The Treasurer shall:

1. keep and maintain true and accurate accounts and ledgers showing all the financial affairs of the association in such form as shall comply with standard accounting practices.
2. shall make disbursements of the funds of the association at the direction of the committee, with the printed records thereof made available for inspection at the next committee meeting and maintained indefinitely on file.
3. shall on behalf of the association receive all monies and income for deposits into the association's bank account/s.
4. shall undertake all requirements of the association's Auditor to ensure a proper report be submitted to the AGM.
5. shall be paid an honorarium by the association not exceeding the value of a single walk-on marina berth.
6. The sum payable shall be decided by motion at the final scheduled committee meeting prior to the AGM.
7. The committee's decision may be appealed to the AGM.

8.7 Disqualification

The office of a committee member shall become vacant if the member is:

1. disqualified from being a committee member by the Act;
2. expelled as a club member under these rules;
3. a "lapsed member" under these rules;
4. banned from the club for a period of time under these rules;
5. permanently incapacitated by ill health; or
6. absent without apology from more than four meetings in a term of office.

9. THE SEAL

1. The association shall have a common seal upon which its corporate name shall appear in legible characters.
2. The seal shall not be used without the express authorisation of the committee, and every use of the seal shall be recorded in the minute book. The affixing of the seal shall be witnessed by the Chair and the Secretary.

10. GENERAL MEETINGS

There are three types of general meetings: Annual General Meetings (AGM), Quarterly General Meetings (QGM), and Special General Meetings (SGM).

10.1 Annual General Meetings

1. The committee shall call an AGM in August each year.
2. The order of the business at the AGM shall be:
 - (i) the confirmation of the minutes of the most recent general meeting;
 - (ii) the consideration of the accounts and reports of the committee and the Auditor's report;
 - (iii) the election of committee members;
 - (iv) the appointment of Auditors; and
 - (v) any other business requiring consideration by the association in general meeting where due notice specifying the nature of such business shall have been made available at least seven (7) days prior to the meeting.

10.2 Quarterly General Meetings

1. The QGMs (November, February and May) are to provide members with updates on club affairs, and for members to raise any queries or issues of concern for which they seek clarification or resolution.
2. The May QGM shall be the occasion of the presentation by the Treasurer of the club budget for the coming financial year, including any proposed fee adjustments.

10.3 Special General Meetings

1. Committee may call a SGM of the association at any time.
2. Members may require the calling of a SGM by presenting to the Secretary a petition in writing of not less than 5% of the total number of members of the association (exclusive of temporary and honorary members and members on probation).
3. The committee shall within one month of the receipt of the petition convene a SGM, stating the purpose for it as specified in the petition.
4. If a SGM is not convened within one month, as required by 10.3c above, the petitioners, though not less than 50% of their number, may convene a SGM. Such a meeting shall be convened in the same manner as nearly as practical as a meeting convened by the committee, and for this purpose the committee shall ensure the petitioners are supplied free of charge with particulars of the members entitled to receive a notice of meeting. The reasonable expenses of convening and conducting such a meeting shall be borne by the association.

10.4 Notice of General Meetings

1. Notice of a meeting at which a Special Resolution is to be proposed shall be given at least 21 days prior to the meeting date.
2. For all other general meetings, at least 14 days' notice shall be provided.
3. All such notice shall set out where and when the meeting will be held, and particulars of the nature and order of the business to be transacted.
4. Notice shall be served to the member via SMS or email, or by post, to the latest contact information provided by the member for club files.

10.5 Proceedings at General Meetings

1. Twenty (20) members present personally shall constitute a quorum for the transaction of business at any general meeting.
2. If a quorum of members is not present within 30 minutes of the appointed for the meeting:
 - i. (i) a meeting convened upon the requisition of members (10.3b,c,d) shall lapse.
 - ii. (ii) any other meeting shall stand adjourned to the same day in the next week, at the same time and place, and at such adjourned meeting the members present at the appointed time shall form a quorum.
3. The Commodore shall be the Chair of the committee or, if absent, the Vice Commodore shall be Chair.
4. If the Chair is not present within five minutes after the time appointed for the meeting, or is present but declines to take the Chair, or retires from the Chair, the floor may appoint or elect a Chair from among members present.

10.6 Voting at General Meetings

1. Subject to these rules, every member of the association has only one vote.
2. A question, other than a Special Resolution, shall be decided by simple majority.
3. The vote shall be determined by a count of hands, unless a poll is requested by at least five (5) members.
4. In such case, a poll shall be conducted in a manner specified by the Chair.
5. A poll for the election of a Chair or on question of adjournment must be taken immediately, but any other poll may be conducted at any time before the close of the meeting.

10.7 Special and Ordinary Resolutions

1. Special Resolution
 - (i) At least 21 days written notice shall be provided to members of a Special Resolution, and such notice shall include the wording of the resolution and any other material relevant to discussion of the issue.

- (ii) A majority of at least 75% of eligible members present is required for a Special Resolution to pass.
2. An Ordinary Resolution may be proposed without notice and requires a simple majority (50%+1) to pass.

10.8 Proxies

Proxies are not permitted at any meeting of the association.

10.9 Minutes

1. The draft minutes of general meetings and committee meetings shall be posted on the club noticeboard within fourteen (14) days and seven (7) days of the meeting respectively.
2. Committee minutes shall be confirmed at the next committee meeting, and general meeting minutes at the next general meeting, be it an AGM, QGM or SGM.
3. The minutes shall be signed by the Chair of the meeting at which the minutes are confirmed.
4. Where minutes are confirmed and signed they shall, until the contrary is proved, be evidence the meeting was convened and duly held, that all proceedings held at the meeting shall be deemed to be true, and that all appointments made at a meeting shall be deemed to be valid.

11. DISPUTE RESOLUTION

11.1 Procedure

1. The dispute resolution procedure set out herewith and in the bylaws applies to disputes between:
 - i. (i) a member and another member
 - ii. (ii) a member and the association
2. The parties to the dispute shall meet to seek to resolve the dispute within fourteen (14) days of the dispute coming to the attention of all the parties.
3. If the parties are unable to resolve the dispute themselves, the parties shall meet and discuss the dispute before an independent third person agreed to by the parties or, failing that, appointed by the committee and observing due process as described in the bylaws.
4. In this rule "member" includes any person who was a member not more than six (6) months before the dispute occurred.

11.2 Natural Justice

Section 40 of the Act provides that where the committee exercises any power of adjudication in relation to a dispute between the members, or a dispute between itself and members, the rules of natural justice must be observed.

11.3 Section 61

Section 61 of the Act provides that an application to the Court for an order under the section may be made by a member or former member expelled from the association (provided the application is made within six (6) months of the expulsion), who believes that the affairs of the association are being conducted in a manner that is oppressive or unreasonable.

12. FINANCIAL REPORTING

12.1 Financial Year

The Financial Year shall be the period of 12 months commencing on 1 July and ending on 30 June of each year.

12.2 Accounts to be kept

The association shall keep and retain such accounting records as are necessary to correctly record and explain the financial transactions and financial position of the association in accordance with the Act.

12.3 Accounts and Reports to be laid before members

The accounts, together with the Auditor's report on the accounts, the committee's statement and the committee's report, shall be laid before members at the AGM.

12.4 Appointment of Auditor

1. At each AGM, the members shall appoint a qualified person to be Auditor.
2. The Auditor shall hold office until the next AGM and is eligible for re-appointment.
3. If an appointment is not made at an AGM, the committee shall appoint an Auditor for that financial year.

12.5 Prohibition against securing profits for members

The income and capital of the association shall be applied exclusively to the promotion of its objects and no portion shall be paid or distributed directly or indirectly to members or their associates except as bona fide remuneration of a member for services rendered or expenses incurred on behalf of the association.

13. WINDING UP

The association may be wound up in the manner provided for in the Act.

1. If after the winding up there remains "surplus assets" as defined in the Act, such surplus assets shall be distributed to any organisation which has similar objects and has rules which prohibit the distribution of its assets and income to its members. The association may determine to distribute surplus assets to nominated charities.
2. Such organisation or organisations shall be identified and determined by a resolution of members in general meeting.

14. AMENDING THE RULES

1. The Constitution may be amended (including an alteration to the association's name) by Special Resolution at any general meeting. This includes rescission and replacement by substitute rules.
2. New fees or charges, or any adjustments to or affecting existing fees or charges, shall be via Special Resolution at any general meeting.
3. The Bylaws (subject to S.14.b above) may be amended by Ordinary Resolution at any general meeting. This includes rescission and replacement by substitute rules.
4. Alterations to the Constitution shall be registered with the Office of Consumer and Business Affairs, Corporate Affairs and Compliance Branch, as required by the Act. Alterations to the Bylaws are not required to be registered by the Act but committee may do so at its discretion.
5. The registered rules (Constitution & Bylaws) shall bind the association and every member to the same extent as if they have respectively signed and sealed them, and need to be bound by all of the provisions thereof.

15. LIQUOR LICENSING ACT 1997

1. If the association shall be licensed or shall be registered under the provision of the Liquor Licensing Act from time to time in force, the committee of the association shall ensure the association complies with each and every requirement of the Act and Regulations under the Act.
2. The committee shall within fourteen (14) days advise the Clerk of the Licensing Court of Adelaide of any change to either the committee or any of the Rules of the association.
3. The committee shall provide all reports and documentation as may be requested under the Act or Regulations.

BYLAWS

1. COMMITTEE

1.1 The committee shall appoint its members as managers of the various areas of the club. These areas shall include but not be limited to Slips, Marina1, Marina2, Chain Moorings, T-Head, Trailer Park, Hardstand, Facilities, Tech & Records, Communications, and Work, Health & Safety.

1.2 The managers shall be displayed, along with their contact details, on the club noticeboard and provided to members via electronic media.

1.3 The managers may make orders in their assigned areas consistent with their responsibilities and such orders are to be regarded as orders of the full committee.

1.4 A member who objects to an order of a manager may appeal via a written and/or oral address to the committee at a scheduled committee meeting. No further appeals are allowed.

1.5 The committee's powers as described in Section 4d of the Constitution are subject to the following limitations and conditions:

- The maximum payment for services to any person or private entity (excluding capital expenditure) in a financial year shall be five thousand dollars (\$5000.00).
- Should the committee propose a payment in excess of this limit, it must (for each proposal) seek the approval of members at a general meeting.

2. APPLICATIONS FOR MEMBERSHIP

2.1 Applications for membership (Full, Associate & Temporary) shall be made on the application form, available on the club website or as a printed copy from the club office.

2.2 An application for membership including a request for boat accommodation shall not be considered unless the registration number of the boat is provided; if the registration number is unknown, a recent photograph must be provided instead.

2.3 Applications for Temporary membership shall be considered at the next scheduled committee meeting; the decision of the committee is final.

2.4 Applications for Full or Associate membership shall be posted on the club noticeboard, advising the applicant's name and any other details committee determines as relevant, allowing five (5) days for the lodgement of objections.

2.5 If no objections are received within that time, the application for membership stands approved.

2.6 If an objection is received, the application shall be considered at the next scheduled committee meeting. Admission to membership requires the approval of a simple majority of the full committee.

2.7 Any applicant declined membership shall not be eligible to re-apply within the next twelve (12) months.

2.8 The Treasurer shall send a successful applicant an invoice and, when paid in full, the new member's boat/s may be brought to club waters or land as directed.

2.9 The Secretary shall record the new member's drivers licence number (or an agreed alternative) and pension card number (if applicable).

2.10 Committee shall photograph the boat/s and record any other details it deems necessary for identification purposes.

2.11 Items 2.9 & 2.10 also apply to current members where such information is absent from club files.

3. PROBATION

3.1 New members

1. Upon acceptance of an application and the payment in full of the invoiced sum, the new member shall be subject to a probation period of twelve (12) months.
2. Any adverse actions or behaviour during probation shall be grounds for the committee to impose disciplinary measures as described in these rules.
3. A member on probation who has not been subject to such a disciplinary measure shall be admitted to membership in their nominated category and advised accordingly in writing. (Full or Associate).
4. A member on probation who has been subject to such a disciplinary measure shall have the right to address the committee at which the question of admission to membership is to be considered.
5. In such case, committee may decide to admit the applicant to membership in their nominated category, to offer renewal on a probation period not exceeding twelve (12) months, or to decline admission to membership.
6. The committee may revoke a probationary membership of a new member for behaviour deemed egregious. The decision and the reasons for it shall be provided to members at the next general meeting.
7. The decisions of the committee on any of the above shall be final and no appeal shall be allowed.
8. Members on probation have the same boating rights as other members in their category (Full or Associate) and are encouraged to attend general meetings but have speaking rights only.
9. Members on probation may sign visitors into the club, and may register a domestic partner and/or their children as Associate-Family.

3.2 Current members

1. A member upon whom a probationary period has been imposed as a disciplinary measure (Bylaws S.8) has the same rights and privileges as described in 3.1.8 and 3.1.9 above.
2. A member serving a disciplinary probation remains subject to further disciplinary measures as warranted and described below (Bylaws S.8).

4. MEMBERSHIP CATEGORIES & SUB-CATEGORIES: The membership types available are: Full (and Full-Pension, Full-Sponsored), Life, Associate (and Associate-Family), Honorary and Temporary.

4.1 A Full member may bring a boat to the club, keep a boat or a trailer/jinker at the club, participate in boating activities, nominate for committee, and vote at general meetings.

4.2 A Life member shall have the privileges and duties of a Full member but no membership fee applies. There shall be a limit of ten (10) active Life members at any one time.

4.3 Full and Life members may nominate a member for Life membership by Special Resolution. Life membership may also be rescinded by Special Resolution.

4.4 Associate members may not be an owner or part-owner of a boat on club premises or a boat brought onto club premises for launching or for any other purpose. They are encouraged to attend general meetings and have speaking rights but no voting rights.

4.5 Honorary members are admitted by invitation of the committee and no membership fee applies. They may not be an owner or part-owner of a boat on club premises or a boat brought onto club premises for launching or for any other purpose. They are encouraged to attend general meetings and have speaking rights but no voting rights. There shall be a limit of five (5) Honorary members at any one time, and the committee may rescind such membership as it sees fit.

4.6 Temporary membership is required of non-members who seek to use the club's slips facilities. Such membership commences at the time of slipping and ends when the boat is returned to the water. A separate schedule of fees shall apply. Temporary members may access the clubrooms but have no other rights or access to other facilities.

4.7 Temporary members who seek to transfer their boat from the slips to any other area of the club must first apply for Full Membership. In such circumstance, the Temporary membership fee already paid shall be credited to the relevant Full membership fee.

4.8 Committee may, at its discretion, sponsor applicants and, in such case (Full-Sponsored), the Pension fee shall apply; all such decisions and reasons shall be presented to the next QGM.

4.9 The domestic partner/spouse of a Full or Life member and/or their child/children under 18 years may be registered as an Associate-Family member without fee.

4.10 Formal application is not required; the eligible member advises the Secretary in writing of their partner's and child's name (and age of the child) and contact numbers along with any other requested details for club records.

4.11 Such persons may not attend club meetings, except by consent of the meeting via motion. They may share ownership of a boat/s with their partner/parent, but may not be the sole owner of a boat on club premises or brought onto club premises for any purpose.

4.12 The member is responsible for their partner and children, and penalties for any breach of club rules shall apply to all parties.

VISITOR

5.1 A person not in any of their above categories is a Visitor and must be signed in on entry to club premises and signed out on departure.

5.2 Any member may host visitors to the club, though committee may deny entry to a visitor as it sees fit.

5.3 Visitors may not attend general meetings, nor stay overnight on a boat or elsewhere on club premises without the written permission of the committee.

5.4 The member is responsible for their their visitors and penalties for any breach of club rules shall apply to all parties.

6. GATE KEYS

6.1 Gate keys shall be made available to all Full and Associate members, and also to Honorary members and adult Associate-Family members, upon payment of the scheduled fee.

6.2 The gate key fee has a deposit component which is refundable upon cessation of membership and the return of the key in good order.

6.3 The only person authorised to use a gate key is the person to whom it is issued; allowing a gate key to be used by any other person, or using a gate key to admit any other person, is an offence and shall bring disciplinary measures.

6.4 Members must promptly report the theft or loss of a gate key to the Secretary or On-site Shipmate and pay the fee deemed appropriate by the committee for a replacement.

6.5 Committee may cancel a gate key of a member in accordance with disciplinary measures taken consistent with these rules.

7. PERSONAL BEHAVIOUR

7.1 Members are required to be respectful and courteous to each other at all times.

7.2 Behaviour or activity which unreasonably interferes with the use and enjoyment of club facilities by other members, and is otherwise not acceptable in the general community, will bring disciplinary measures.

7.3 Such behaviour includes, but is not limited to:

- Offensive or aggressive language or behaviour, loud music or undue noise.
- The consumption of illegal substances anywhere on club premises, land or water.
- Smoking in designated no-smoking areas.
- Boarding or interfering in any way with a boat and/or property that is not their own and without permission. The only exception is where urgent action is required to secure a vessel to prevent damage or injury to property or person, or any similar emergency; and in such case, committee must be notified of the incident as soon as practicable thereafter.
- Allowing a dog around the barbecue area, or to roam unleashed and cause annoyance to others members.
- Failing to adequately supervise children under the age of fourteen (14) such as to allow unreasonable disturbance to other members, or failing to ensure that children are accompanied by a responsible adult whenever in the vicinity of the water.
- Responding unreasonably or disrespectfully towards committee persons on committee business or relaying committee decisions.

8. DISCIPLINARY MEASURES

8.1 In dealing with poor behaviour or the infraction of club rules, committee may lay charges and apply disciplinary measures.

8.2 The disciplinary measures available to committee are:

- a formal warning letter; or
- a period of probation not exceeding three (3) months

8.3 For egregious behaviour, committee may impose a ban from club premises not exceeding three (3) months.

8.4. A member subject to a probation or a ban may appeal the committee decision to the next scheduled general meeting of members, provided advice of the intention to appeal is provided in writing to the secretary within five (5) days of being advised of the decision.

8.5 Committee may convene an SGM for the purpose.

8.6 Where an appeal has been flagged, the penalty shall be suspended until the appeal has been held.

8.7 The appeal shall be decided in accordance with the relevant provisions under Section 10 of the constitution.

8.8 A banned member shall have the right of pre-arranged and escorted access to club premises such as is reasonably necessary for the maintenance of boat/s and other personal property.

8.9 The gate key of a banned member shall be cancelled for the duration of the ban.

8.10 There shall be no rebate of fees paid, nor any reduction in the scheduled fee when due for renewal of membership, boat accommodation or any other service or product, for a member who has been so banned.

9. FEES

9.1 The fees for membership and any other rentals or services shall be such sum and on such terms as the members determine by Special Resolution at any general meeting.

9.2 There shall be a discounted fee for Full members in receipt of the Age, Disability or Veteran pensions only.

9.3. Annual fees for membership and boat accommodation are for the financial year of July 1 to June 30, and shall be invoiced in July of each year and be payable within thirty (30) days of the date of issue on the invoice.

9.4. All fees and invoices for any other service or product provided at any other time shall be payable within thirty (30) days of the date of issue on an invoice.

9.5 A separate schedule of fees shall apply for facilities and services in the Temporary membership category and be posted on the club noticeboard.

9.6 A complete list of all current fees and charges shall be displayed on the club noticeboard, and made available to members via electronic media.

10. HARDSHIP INSTALMENT PLANS & CONDITIONS

10.1 A member experiencing financial hardship may seek permission to pay by instalment; however, consideration will only be given to requests made to the Treasurer within thirty (30) days of the date of issue on an invoice.

10.2 The Treasurer shall bring a proposed instalment plan to committee and, if ratified, the contract must then be signed by the applicant.

10.3 Failure to meet a scheduled payment shall extinguish the agreement forthwith. In such an event, the Treasurer shall issue an invoice for the outstanding debt with the standard thirty (30) day terms.

10.4 Payments made under an approved plan shall be attributed, firstly, to the membership fees and thereafter to the remainder of the debt.

10.5 A member on an approved plan and honouring the payment schedule shall enjoy all the rights and privileges consistent with their membership category.

11. REBATES

11.1 If a membership ceases for any reason during the year, pro rata rebates of the membership fee shall not be provided.

11.2 Pro rata rebates shall be provided on boat accommodation fees upon the finalised sale of a boat, consistent with provisions in Section 18 of these bylaws, or the removal of a boat from club premises.

12. PENALTIES & PROCEDURES FOR OVERDUE FEES

12.1 A member with an invoice for membership fees, berth rental, service fees or any other which remains unpaid sixty (60) days after the date of issue of the invoice, and who has not committed to an agreed instalment plan, ceases to be a member forthwith - provided always that the committee may reinstate the membership status on such terms as it deems appropriate.

12.2 Any person who ceases to be a member for this reason (hereafter, a "lapsed member") shall remove any vessel and any other personal property from club premises within thirty (30) days of being notified by the Secretary of the cessation of their membership.

12.3 Such notification shall be in writing and delivered in person, or via electronic media to the last addresses provided, or by Australia Post registered mail to the last street address provided, and in the latter case the receipt of Australia Post shall be prima facie evidence of delivery of the notice.

12.4 Any vessel or other property of a lapsed member which remains on club premises after the thirty (30) days may be removed by the club and/or sold.

12.5 All outstanding debts to the club, together with any costs of removal and/or sale, shall be deducted by the club from the sale proceeds; any remaining balance shall be forwarded to the lapsed member.

12.6 If the sale of goods does not cover the full debt owed, the club may pursue legal action to recover the outstanding sum.

13. DISPUTE RESOLUTION PROCESSES

13.1 The Constitution (S.11) requires that if parties to a dispute are unable to resolve the matter themselves, they must seek a resolution with the assistance of an independent mediator.

13.2 The independent mediator may be anyone (a club member or non-member) the parties agree on; however, Life members shall make themselves available to perform that mediating role if the parties so wish.

13.3 If the parties are unable to agree on an independent mediator, the committee shall appoint a Life member as the mediator.

13.4 If a party to a dispute refuses mediation and instead initiates legal action, they may be banned from club premises effective until the legal proceedings are completed. In such case, Bylaws 8.8 to 8.10 above apply.

14. MOTOR VEHICLES

14.1 The speed limit for vehicles is walking pace only.

14.2 Members shall not leave any motor vehicles on club premises, other than the one they arrive and depart in.

14.3 Members seeking exemption to this rule shall make submission to the committee and exemption shall be granted only in exceptional circumstances and for specified and brief periods.

15. CLUBHOUSE AND BAR

15.1 The club house kitchen and facilities are available only as approved by the committee.

15.2 Members shall observe the same domestic rules that apply in their own homes, including but not limited to cleaning up after spillage, putting rubbish in the bin, and leaving bathrooms tidy.

15.3 Alcohol purchased outside the club shall not be consumed within the licensed area.

15.4 Bar credit shall not be provided; all purchases are to be by card or cash only.

15.5 Activity in the bar area is subject to the requirements under the Liquor Licensing Act and members using this facility are subject to orders of the Bar Manager or delegate.

16. OVERNIGHTING

16.1 Members shall limit overnight stays on their boat, or any other boat on club premises, to a maximum of ten nights per month and a maximum of 90 nights per year without fee.

16.2 Members shall maintain a log of their nights aboard and, when overnighting, this logbook (supplied by the club) shall be placed in the designated area of the club noticeboard to be available for inspection by committee.

16.3 Members staying aboard for more than ten nights in any month are deemed to be on "Extended Stay" and shall pay the "Extended Stay Service Fee", plus the cost of

metered mains power (except for bona fide vessel repair work); the meter shall be provided by the club and the usage invoiced and payable monthly.

16.4 Payment of the fee and the power within the respective terms entitles the member to overnight for the full month and those nights are not counted towards the 90-day annual limit (16.1).

16.4 Members seeking to be on Extended Stay shall, in the first instance, make application to the committee prior to the tenth day of the month; committee may accept or reject the application at its discretion.

16.5 Such application shall be accompanied by a recent Police Check; the committee may require an updated check as it sees fit.

16.6 Where the application is accepted, the invoiced fee shall be paid in full by the tenth day of the month. At the member's request, committee may invoice the member for the Extended Stay Service Fee on a monthly basis thereafter.

16.7 Committee may, at its discretion, revoke a member's Extended Stay status simply by declining to issue an invoice. In such event, the member shall thereafter be limited to the standard ten (10) overnights per month (16.1).

16.8 Overnight stay in the hardstand, trailer park, or elsewhere on land within club premises is prohibited. Committee may vary this prohibition in exceptional circumstances and for brief periods.

17. BOAT REGULATIONS

17.1 No boat shall be admitted to club premises, land or water:

- without the prior written approval of the committee;
- without the invoiced sum (and membership fees where applicable) having been paid in full;
- unless wholly owned by a Full or Life member or, if jointly owned, with their domestic partner only.

17.2 Members shall have their boat registration available for inspection by committee upon request in order to ascertain ownership.

17.3 Members shall not bring into the club any materials not directly required for their immediate boating activities, or otherwise as pre-arranged with the committee.

17.4 Boats on wet moorings (marina or chain) must be maintained in a safe condition. Owners of vessels deemed by the committee to be unsafe afloat may be directed to bring the boat to land for repairs.

17.5 Should the member for whatever reason be unable to respond as required within a reasonable time, the committee shall slip the boat and invoice the member for the reasonable costs and slip fees.

18. DEFINITIONS OF OWNERSHIP

18.1 Members considering an on-site purchase are advised to check with the committee beforehand to ascertain whether there are orders on the vessel or associated debt which may bear upon their decision.

18.2 Members shall advise the Treasurer or the Secretary of the change of ownership of a vessel within five (5) days of the transaction.

18.3 If both parties to the transaction are financial club members, the original owner is responsible for all fees owed on the boat up until the time that such advice is provided.

18.4 If the original owner is unfinancial, the new owner is responsible for all fees on the boat which remain unpaid at the time of the transaction. This may be varied upon appeal to the committee.

18.5 If the boat is sold out of the club, the original owner is liable for all fees up until the boat is removed from club premises.

18.6 If the new owner is not a club member but seeks to join and to keep the boat on club premises, the original owner is responsible for all fees due on the boat up until the new owner is admitted as a Full member.

18.7 If a vessel is to have more than one new owner (other than a domestic partner), the original owner remains liable for all relevant fees until all parties to the new ownership are admitted as Full members or the vessel removed from the premises.

18.8 Any boat or other personal property on club premises for which committee has been unable to determine ownership shall be deemed to be abandoned.

18.9 Such deeming shall occur after reasonable attempts to determine ownership, which shall include two (2) emailed or SMS notices to all members within a period of sixty (60) days.

18.10 Any boats or property thus deemed as being abandoned becomes the property of the club.

19. HARDSTAND

19.1 The club's WHS standards deem all hardstand sites to be work sites and members shall maintain safe and tidy presentation at all times.

19.2 Committee permission is required to bring a container to a hardstand site; a 20 foot container is the largest allowed and shall be painted heritage green.

19.3 One standard road trailer on site is allowed for rubbish and materials storage and transport. Only materials pertaining to building or maintenance jobs currently being undertaken shall be kept on site.

19.4 No vessel is to be propped into position with wooden props; no flammable materials are to be left around or under the vessel; no extension cords shall be left laying across roadways or plugged in when not in use.

19.5 The club shall be responsible for maintaining the hardstand grounds, including keeping the grass closely cropped around and under the boats.

19.6 Members shall ensure that materials around their boat would not impede access by emergency services.

19.7 Hardstand sites shall be inspected by the WHS officer who has the authority to instruct any change necessary in any circumstance deemed unsafe.

19.8 Should a member not respond in a reasonable time to a request for compliance with these requirements, the committee may arrange to have the work done and the member invoiced for the costs.

19.9 When vacated, a hardstand site must be cleared of all materials and debris; members shall be deemed to be liable for hardstand fees until this is completed to the satisfaction of the committee.

19.10 The member's SB number shall be clearly displayed at the site.

19.11 Hardstand fees are applied pro rata according to the beam of the vessel (including any fixed attachments like steps), with such beams up to five (5) metres being invoiced at the minimum rate and pro rata thereafter up to a maximum of double the minimum rate. 19.12 These pro rata ratings may be varied at the discretion of the committee, with reasons for the variation minuted.

19.13 Members renting a boat accommodation (either land or water) may have a container or containers.

19.14 The container/s shall be removed or sold within 15 days of such rental ceasing.

19.15 Containers shall be placed as directed by the hardstand manager or other committee delegate.

19.16 All containers shall have the owner's SB number prominently displayed.

20. TRAILER PARK

20.1 Trailer park boats shall be on a standard trailer (maximum width of 2.5 metres including overhangs) and the trailer shall be maintained in a roadworthy state.

20.2 The SBC membership number shall be clearly displayed on all trailers, either painted on the drawbar or on a panel or tag securely attached to the drawbar.

20.3 Trailers shall be parked in the allocated space; they shall not be relocated without the prior approval of the trailer park manager.

20.4 Work shall not be carried out on a boat in the trailer park; boats requiring work must be moved to the hardstand or another designated area, and daily hardstand rate may apply.

20.5 The only exceptions are for jobs that are short term and minor, such as hand sanding, small paint jobs and minor rigging work; no materials shall be stored under or beside a trailer boat.

20.6 The club shall be responsible for maintaining the trailer park grounds, including keeping the grass closely cropped around and under the boats.

20.7 Should a member not respond in a reasonable time to a request to clear the site as required, the committee may arrange to have the work done and the member invoiced for the costs.

20.8 The trailer boat washdown area must be kept tidy, rubbish binned, the wash basin kept clean, the hose coiled and the fittings left attached.

20.9 Members are requested, for security reasons, to advise the committee when temporarily removing a boat from club grounds.

20.10 Boats and/or their trailers which are deemed by the committee to be in a state of disrepair such as to be unsafe to put to sea shall be relocated to the hardstand area until the necessary repairs have been completed.

20.11 Trailer boats moved to the hardstand by reason of 20.9 above shall be invoiced at the minimum hardstand rate, pro rata for length of stay.

20.12 A boat trailer without a boat, or a standard 'box' road trailer, may be kept on club premises with the permission of the committee, and shall be invoiced for the standard trailer boat rate.

20.13 A boat trailer may be kept on club premises without fee where the boat is on a rented marina berth or chain mooring.

21. JINKERS

21.1 Boats on jinkers may be stored in either the trailer park or hardstand at the direction of the committee.

21.2 Boats on jinkers or trailers which are more than 2.5 metres wide overall and under 5.0 metres overall shall be invoiced the Small Jinker fee.

21.3 Boats on jinkers or trailers which are more than 5.0 metres wide overall shall be invoiced the Large Jinker fee.

21.4 Boats on jinkers or any other wheeled conveyance under 2.5 metres wide shall be invoiced the trailer boat fee.

21.5 Any boat on a jinker or trailer in the hardstand which is undergoing repairs shall pay the appropriate hardstand fee, as determined by the committee.

21.6 The jinker fee and the trailer park fee apply also to bare jinkers and trailers, except where the matching vessel is normally on a club marina berth or chain mooring, or at sea.

21.7 The SBC membership number shall be clearly displayed on a panel or tag securely attached to the jinker.

22. MARINAS

22.1 Marina walkways and fingers shall be kept free of obstacles and materials and no part of a vessel shall impinge on the walkways.

22.2 All electrical power cables shall be 15A with appropriate fittings and in good order. Unattended vessels shall not have power connected unless approved by committee, and may incur a fee at the discretion of the committee.

22.3 The committee may at any time require a member to relocate a vessel to a berth other than that currently occupied.

22.4 Entitlement to occupy a berth shall not pass with a change of ownership of a vessel; the new owner must submit a request to the committee.

22.5 Boats shall be maintained in a seaworthy condition and be secured with suitable mooring lines.

22.6 All boats shall display the member's SB number on a panel or tag such as to be clearly visible from the marina walkway.

22.7 There shall be a minimum of two fenders on each side of the vessel.

23. SLIPWAYS

23.1 Only persons authorised by the committee shall operate the slips winch & gipsy winch.

23.2 The slips area is an alcohol-free zone at all times.

23.3 Bookings shall be arranged with the Slipmaster.

23.4 The owner/s of the boat to be slipped shall familiarise themselves with the Slips SOP document and complete the Slips Indemnity form, both of which are available on the club website.

23.5 It is the owner's responsibility to set the cradle arms and assist in getting the cradle to the appropriate position for haul-out.

23.6 A pressure cleaner is available for hull cleaning at the scheduled fee.

23.7 Vessels shall be positioned over the transverse pit before any hull cleaning commences and all debris must be swept and placed in the bin provided.

23.8 Work area around vessels shall be maintained to WHS and EPA requirements.

23.9 The slips area shall be left clean and tidy; failure to clean up may result in a clean-up charge at the discretion of the committee being added to the slip bill.

23.10 Full and Life members shall be invoiced for slips work on the usual terms and conditions. However, boats on the slips for the longer term shall be invoiced after each 30 day period elapses and all such invoices (except the last part-month invoice) shall be payable in full before the boat is returned to the water.

23.11 Temporary members shall pay their invoice in full before the boat is returned to the water.

24. BOAT RAMP

24.1 The northern side of the floating pontoon is a designated area for tying dinghies and for the loading/unloading of trailer boats (maximum tie up time is 24 hours).

24.2 Trailer boats shall have priority over dinghies for the deeper water at the end of the floating pontoon.

24.3 Members using this area may find other boats rafted up to them, and are required to take due care of all vessels.

24.4 Committee approval is required in order to have a boat along the outer head or southern side of the pontoon, other than for loading/unloading at launch and retrieval.

24.5 All tenders shall be identified by the member's SB number.

24.6 All cars with boat trailers attached shall park in the area provided opposite the boat ramp. Parking on the north side of washdown bay is permitted if all designated parks are occupied.

25. WORKING T-HEAD

25.1 The T-head facility is provided for members to undertake relatively minor repairs to the topsides of boats.

25.2 Use of the T-head must be pre-arranged with the T-head manager.

25.3 A maximum time on the T-head for working on a vessel is ten (10) days; extensions may be granted and fees may apply at the discretion of the committee.

25.4 The T-head shall be kept clean and tidy and all times; any member leaving rubbish/debris after departure may be invoiced at the discretion of the committee for the cleanup.

25.5 All T-head users must comply with WHS & EPA regulations.

25.6 There shall be a minimum of two fenders on each side of the vessel.

26. CHAIN MOORINGS

26.1 Chain moorings shall be identified by the member's SB number being clearly displayed on a float.

26.2 Boats shall be kept in a seaworthy condition.

26.3 The club shall be responsible for the maintenance (and any failure) of all parts of the mooring tackle provided for the member to tie to, inclusive of the seabed weight, the buoy, and the line (chain, rod, or rope).

26.4 The member shall be responsible for the maintenance (and any failure) of the lines they provide to attach their boat to the club's mooring tackle.

26.5 Moorings shall be marked by span lines with three (3) white floats evenly spaced when the boat is away from the mooring.

26.6 Mooring lines shall be of a suitable gauge and be maintained in a sound condition.

26.7 A fire safety line of stainless or galvanised wire or chain shall be fitted from the boat to a mooring float.

26.8 There shall be a minimum of two fenders on each side of the vessel.

27. PROCEDURAL MEETING RULES

27.1 These procedural rules for committee and general meetings are to be read in conjunction with Sections 8 and 10 of the Constitution, which have precedence in any contradiction.

27.2 The only official record of meetings are the confirmed minutes. No audio recordings are permitted.

27.3 If minutes are challenged at confirmation, members shall discuss their recollections and reach agreement. Failing that, the question shall be decided by a show of hands or a poll.

27.4 A member who disagrees with the outcome may ask that their view be minuted. Such a request may be made on any vote or any question under debate.

27.5 On a question before a meeting, there is normally no need to count the hands – the chair calls for a mover & seconder, a show of hands or voices, & then declares it carried or lost. If the declaration is challenged, the votes are counted and the numbers minuted.

27.6 Polls at general meetings are allowed under the constitution when requested by five (5) members (S.10.6.a); polls at committee meetings are allowed when requested by three (3) members.

27.7 When a motion (or amendment) is proposed, the chair must ask for a seconder before proceeding; without a seconder, the motion lapses.

27.8 Once a motion (or amendment) is seconded, the mover may speak to it and has a right of reply at the conclusion of debate. The seconder may speak next, followed by others as recognised by the chair until the question is put.

27.9 As the minutes are essentially the record of the decisions taken by a meeting, the content of contributions in debate is not generally minuted.

27.10 In matters under discussion, members shall address their remarks as if talking to the chair – addressing one another across the table or across the room is generally not permitted.

27.11 No one shall talk unless and until recognised by the chair and all members shall be measured and respectful in their contributions. Loud, aggressive or abusive language or behaviour shall not be tolerated.

27.12 When the chair calls the meeting to 'order', members must be silent. Failure to be silent may result in eviction from the meeting, according to the will of the meeting. The maximum penalty is the remainder of the meeting.

27.13 The agenda and the draft minutes of the previous meeting shall be sent by electronic media to members at least three days prior for committee meetings and six days prior for general meetings.

27.14 Members wanting paper copies of these documents may print their own; the club is not required to provide these.

Ends.