

NORTH BURLEIGH SURF LIFESAVING SUPPORTERS CLUB INC.

BYLAWS 2024

Approved by Management Committee on 17 April 2024

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NORTH BURLEIGH SURF LIFE SAVING SUPPORTERS CLUB INC.

THE BYLAWS

DEFINITIONS

Act means the Associations Incorporation Act 1981.

Management Committee means the Management Committee as established by the Constitution.

Club means North Burleigh Surf Lifesaving Supporters Club Inc.

Licensed Premises means the area in which the Club is licensed to sell alcohol.

Club Member means a member as defined in the Constitution of the Club.

Executive Committee means the committee established under the Club's constitution.

General Manager means the person appointed by the Management Committee to that position.

Guests means a person attending the Licensed Premises who is not a Member.

Surf Lifesaving Club means North Burleigh Surf Lifesaving Club Inc.

1. DUTIES OF MANAGEMENT COMMITTEE MEMBERS

1.1. The President

Shall:

- (a) Be the duly elected President of the Club.
- (b) Be the nominal head of the Club and shall be a member ex-officio of all subcommittees.
- (c) Be chairperson of all Management Committee and Executive Committee meetings.
- (d) Preside at all meetings of the Club and shall exercise his authority by generally supervising the affairs of the Club in conjunction with the General Manager and other Committee Members.
- (e) When presiding at any meeting of the Club, have a deliberative and a casting vote, but no casting vote at Management Committee meetings.
- (f) At all meetings, have unlimited authority on every question of order, only to what is equitable and just in the circumstances.
- (g) Be the Club's representative on all matters pertaining to the Club.

1.2. The Deputy President

Shall:

- (a) Assist the President and shall deputise for him in his absence and shall carry out special assignments as directed by the President or the Management Committee.
- (b) It would be desirable from a governance and succession perspective if the Deputy President is a person who is capable of accepting the responsibilities of President and being elected to that position as part of a succession plan. That is not to say that the Deputy President must or should be elected as President.

1.3. The Treasurer

Shall:

- (a) Present at each Management Committee meeting, a report relating to the Club's current financial status showing details of receipts and expenditure since the presentation of the previous report and shall produce the bank statements showing the balance as the debit or credit of the Club's finances together with reconciliation statements.
- (b) Present at each Management Committee meeting expense items for ratification by the Management Committee.

1.4. The Secretary

Shall:

- (a) Assisted by the Club's staff, keep a register of all Members and an up-to-date record of their addresses, and shall file all application forms whether or not the nominees have been accepted.
- (b) Present at each Management Committee meeting all applications for memberships to the Club for ratification by the Management Committee.
- (c) Forward notices of all meetings and the business to be transacted thereat to Members of the Club in accordance with the constitution.
- (d) Record and keep true and accurate Minutes of all Annual General, General, Special meetings of the Club and meetings of the Management Committee of the Club.
- (e) Conduct the correspondence of the Club and be responsible for the custody and safe keeping of all documents, correspondence, and instruments of Incorporation belonging to the Club and for the disposition thereof.
- (f) Responsible for the drafting of the Annual Report to be submitted to the Management Committee for approval before printing and circulation to all Members.

2. VENUE POLICIES

- (a) Club Members and Guests are expected to conduct themselves in a responsible manner. Quarrelsome, violent, or anti-social behaviour will not be tolerated on the Club's premises. Unacceptable behaviour will be dealt with under the Grievance and Disciplinary Policies of the Club.
- (b) The Club premises are a smoke free zone. Smoking and vaping are not permitted in the venue. Anyone wishing to smoke or vape must leave the venue to do so.
- (c) Club Members and Guests shall not engage in behaviour which are in breach of the Racing Act 1980, the Liquor Act 1992, or the Gaming Machine Act 1991.
- (d) The Management and Staff of the Club are committed to the responsible serving of alcohol by adhering to the following guidelines:-
 - i. Management and Staff will be adequately trained in the responsible serving of alcohol;
 - ii. Liquor service will be refused to persons who are obviously or visibly affected by alcohol;
 - iii. The Club will be promoted in a way which will not encourage minors to seek, purchase or consume alcohol. Persons under the age of 18 years are not permitted to purchase, acquire or consume alcohol on Club's Licensed premises;
 - iv. Management and Staff will require proof of age before providing services to persons suspected of being minors;
 - v. Liquor service will be refused to under-age persons;
 - vi. Management and Staff will not engage in promotions that encourage the irresponsible service or consumption of alcohol.
- (e) The Management and Staff will be adequately trained in relation to compliance with responsible service of gambling obligations.
- (f) Management and Staff are committed to the responsible conduct of gambling guidelines by implementing policies to encourage responsible practices in advertising and promotions related to gambling and ensure compliance with relevant legislation.
- (g) Management and Staff are committed to adhering to the entry requirements to this Club's premises in accordance with the Liquor Act 1992. Management, through the General Manager or a duly authorised person, has the right to refuse entry to the Club by any person. Persons under the age of 18 years are not permitted to enter the Club's premises unless in the company of a Parent or Legal Guardian. Such persons must be fully supervised at all times.
- (h) The Club also recognises the reasonable quality of life which can expected to be enjoyed by those persons residing in close proximity to the Club's premises and the Club will take all reasonable steps to ensure the quiet and good order of the

neighbourhood is not unduly disturbed by the operation of the Club's Licensed premises.

3. DRESS CODE

(a) Management and Staff are committed to enforcing the Dress Code of its Members and Guests entering the Club's premises. The following standard of dress is not permitted on the Club's premises:-

- i. exposed swim wear;
- ii. bare feet;
- iii. industrial clothing after 8.00pm nightly;
- iv. singlets, muscle shirts or bikini tops after 8.00pm;
- v. crude suggestive logos.

The following is the minimum standard of dress permitted on the Club's premises:-

- i. shorts, skirts, skorts, trousers, jeans, dress, slacks;
- ii. t-shirt, collared shirt, blouse;
- iii. shoes, sandals, thongs.

4. MINORS ON ASSOCIATIONS LICENSED PREMISES

(a) A Minor is any person under the age of 18 years. A minor is not permitted on the Club's licensed premises unless:-

- i. they are in the company and direct supervision of a responsible adult.
- ii. is an employee of the Club, receiving training, undertaking work experience or in the conduct of lawful business.
- iii. attending a function on premises under the direct supervision of a responsible adult.
- iv. eating a meal in the company of a responsible adult.
- v. is a Junior Member of the Surf Lifesaving Club in the following circumstances:-
 - A. attending a Surf Lifesaving Club function or presentation on licensed premises. On completion of the presentation or function the Junior Member of the Surf Lifesaving Club must be in the company of a responsible adult; or
 - B. in the conduct of lawful business - e.g. beach patrols using the Club's restaurant or toilet facilities.

(b) Responsible Adult means a:-

- i. parent;
 - ii. step-parent;
 - iii. legal guardian who has legal rights over the minor; or
 - iv. an adult who has parental rights, duties, and responsibilities in relation to the minor whilst the minor is on licensed premises.
- (c) A Minor must:-
- i. remain in the company and supervision of a parent or legal guardian at all times;
 - ii. not be permitted in the Gaming Room;
 - iii. wear footwear at all times;
 - iv. not be permitted service at the bar or be seated at the bar;
 - v. not be supplied with or consume alcohol;
 - vi. not be permitted to run around in any area of the Club's Licensed premises including the outdoor dining or beer garden areas;
 - vii. not climb over or be placed over the fenced areas of the Club's Licensed premises; or
 - viii. be seated at tables and not on the floor areas of the Club's Licensed premises.

5. GRIEVANCE PROCEDURE

5.1. Grievance Procedure

- (a) This clause sets out a grievance procedure for dealing with a dispute under the rules between parties as mentioned in section 47A(1) of the Act.
- (b) To remove any doubt, it is declared that the grievance procedure cannot be used by a person whose membership has been terminated if the rules provide for an appeal process against termination.
- (c) A member (the aggrieved party) initiates the grievance procedure in relation to the dispute by giving a notice in writing of the dispute:-
 - i. to the other party; and
 - ii. if the other party is not the Management Committee, to the Management Committee.
- (d) If two or more members initiate a grievance procedure in relation to the same subject matter, the Management Committee may deal with the disputes in a single process and the members must choose 1 of the members (also the aggrieved party) to represent the members in the grievance procedure.

- (e) Subject to clause 5.2, the parties to the dispute must, in good faith, attempt to resolve the dispute.
- (f) If the parties to the dispute cannot resolve the dispute within 14 days after the aggrieved party initiates the grievance procedure, the aggrieved party may, within a further 21 days, ask the Club's secretary in writing to refer the dispute to mediation.
- (g) Subject to clause 5.2, if the aggrieved party asks the Club's secretary to refer the dispute to mediation under clause 5.1(f), the management committee must refer the dispute within 14 days after the request.

5.2. Grievance procedure not continued in particular circumstances

- (a) This rule applies if:-
 - iii. a member initiates a grievance procedure in relation to a dispute and the Club or Club's Management Committee is the other party to the dispute; or
 - iv. the aggrieved party asks the Club's secretary to refer the dispute to mediation under clause 5.1(f).
- (b) The Management Committee does not have to act under clause 5.1(e) or 5.1(g) if:-
 - i. the aggrieved party has, within 21 days before initiating the grievance procedure, behaved in a way that would give the Management Committee grounds for taking disciplinary action under the rules against the aggrieved party in relation to the matter the subject of the grievance procedure;
 - ii. before the grievance procedure was initiated, a process had started to take action under the rules against the aggrieved party or terminate the aggrieved party's membership, as provided for under the rules, and the dispute relates to that process or to a matter relevant to that process;
 - iii. the dispute relates to an obligation under the Liquor Act 1992 or any other State law to prevent the entry of the aggrieved party to, or to remove the aggrieved party from, premises used by the Club, or to refuse to serve liquor to the aggrieved party at the premises;
 - iv. the dispute could reasonably be considered frivolous, vexatious, misconceived, or lacking in substance or the dispute relates to a matter that has already been subject of the grievance procedure.

5.3. Appointment of mediator

- (a) If a dispute under clause 5.1 is referred to mediation:-
 - i. the parties to the dispute must choose a mediator to conduct the mediation; or
 - ii. if the parties are unable to agree on the appointment of a mediator within 14 days after the dispute is referred to mediation, the mediator must be:-

- A. for a dispute between a member and another member, a person appointed by the Management Committee; or
 - B. for a dispute between a member and the Management Committee or the Club, an accredited mediator or a mediator appointed by Surf Life Saving Queensland.
- (b) The parties shall share the cost of the mediation equally.
 - (c) If clause 5.3(b) applies, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

5.4. Conduct of Mediation

- (a) If a mediator is appointed under clause 5.1, the mediator must start the mediation as soon as possible after the appointment and try to finish the mediation within 28 days after the appointment.
- (b) The mediator:-
 - i. must give each party to the dispute an opportunity to be heard on the matter the subject of the dispute;
 - ii. must comply with natural justice;
 - iii. must not act as an adjudicator or arbitrator; and
 - iv. during the mediation, may see the parties, with or without their representatives, together or separately.
- (c) The parties to the dispute must act reasonably and genuinely in the mediation and help the mediator to start and finish the mediation within the time required under clause 5.4(a).
- (d) The costs of the mediation, if any, are to be shared equally between the parties unless otherwise agreed.
- (e) If the mediator cannot resolve the dispute, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

5.5. Representation for grievance procedure

- (a) A party to a dispute may appoint any person to act on behalf of the party in the grievance procedure including a lawyer.
- (b) If a party appoints a person under clause 5.5(a) to be the party's representative, the party must give written notice of the appointment to each of the following entities:-
 - i. the other party to the dispute;
 - ii. the Management Committee;
 - iii. if a mediator has been appointed before the party appoints the representative—the mediator.

- (c) A representative who acts for a party at a mediation must—
 - i. have sufficient knowledge of the matter the subject of the dispute to be able to represent the party effectively; and
 - ii. be authorised to negotiate an agreement for the party.

5.6. Electronic communication for grievance procedure

- (a) Any meeting or mediation session required under the grievance procedure may be conducted by electronic means if the parties to the dispute and, for a mediation, the mediator agrees.

6. DISCIPLINARY PROCEDURE

6.1. Establishment of the Tribunal

- (a) The Management Committee may establish a Tribunal as required to deal with all disciplinary actions against members, breaches of any Codes of Conduct or other behaviour which in the opinion of the Management Committee is not consistent with the standards of behaviour required of members of the Club and other matters under the Rules of the Club.

6.2. Composition of the Tribunal

- (a) A Tribunal of up to a maximum of six (6) persons may be appointed by the Management Committee for the purpose of hearing disciplinary actions and other matters under this clause. The Management Committee shall also appoint a member of the Tribunal to act as the Chairperson. Where possible, the Chairperson shall be a Lawyer. Three (3) members of the Tribunal shall normally hear a matter but in an emergency two (2) members of the Tribunal shall constitute a quorum.
- (b) No member of the Management Committee shall be appointed to the Tribunal.
- (c) A person that has been directly involved in or affected by the matter in dispute, or where a conflict of interest would otherwise arise, shall not be eligible to be a member of the Tribunal.

6.3. Notice of Alleged Breach

- (a) Where the Management Committee is advised or considers that a member has allegedly:
 - i. intentionally breached, failed, refused or neglected to comply with a provision of the Rules, Bylaws or any resolution or determination of the Management Committee or any other duly authorised committee which is not of a minor nature;
 - ii. breached any Codes of Conduct of the Club;
 - iii. acted in a manner unbecoming of a member in a manner prejudicial to the objects and interests of the Club;

- iv. brought the Club into disrepute; or
- v. been convicted of any offence of such a nature as in the opinion of the Management Committee renders them unsuitable as a member of the Club,

the Management Committee shall determine to:

- i. dismiss the matter;
- ii. determine it to be a minor matter and refer it pursuant to clause 6.4; a minor matter is one which is not material, and which would not lead to termination of the member's membership;
- iii. refer the matter to the Tribunal pursuant to clause 6.5; and/or
- iv. conduct the member's disciplinary breach itself in accordance with the Club's Rules.

6.4. Minor Matters

- (a) Minor matters which would not lead to termination of the membership of the member, may be delegated by the Management Committee to a Subcommittee or the General Manager to deal with.
- (b) In the event that the matter is delegated to a Subcommittee or the General Manager the provisions of clause 6.5 shall not apply to that matter.
- (c) A Subcommittee or the General Manager shall give the member the opportunity to be heard orally or in writing but without representation.
- (d) A Subcommittee or the General Manager may make a recommendation to the Management Committee that the matter be referred to the Tribunal.
- (e) If a Subcommittee or the General Manager considers that the alleged breach did not occur, a Subcommittee or the General Manager will recommend the matter shall be dismissed.
- (f) If a Subcommittee or the General Manager considers that the alleged breach occurred, it may recommend to the Management Committee any one or more of the penalties set out in clauses 6.8(a)(i) to 6.8(a)(ix).
- (g) A Subcommittee or the General Manager shall not be required to but may provide reasons for their recommendation and will do so if requested by the Management Committee.

6.5. Tribunal Processes

- (a) The Management Committee may refer the matter to a Tribunal and nominate a Chairperson of the Tribunal.
- (b) The General Manager of the Club shall, as soon as practicable following the appointment of a Tribunal, serve on the member a notice in writing:

- i. setting out the specific details of the alleged breach by the member;
 - ii. setting out the facts and grounds on which the alleged breach is based;
 - iii. stating that the member or representative may address the Tribunal at a hearing to be held not earlier than 7 days and not later than 28 days after service of the notice;
 - iv. stating the date, place and time of that hearing;
 - v. informing the member that they may do one or more of the following:
 - A. attend the hearing;
 - B. give the Tribunal, before the date of that hearing, a written statement regarding the alleged breach.
 - vi. informing the member that if they do not attend the hearing and/or provide a written statement prior to the hearing, the hearing will proceed and the matter will be determined in his/her absence.
- (c) Despite 6.5(b)(iv), the hearing may be held at any other time that the Chairperson of the Tribunal and the member agree.
- (d) At a hearing of the Tribunal, the Tribunal shall:
- i. give the member every opportunity to be heard;
 - ii. give other aggrieved parties and any witnesses the right to be heard, present evidence or submit a written statement;
 - iii. give due consideration to any written statement submitted by the member; and
 - iv. by resolution determine whether the alleged breach occurred.
- (e) The Management Committee and the member shall be entitled to any representation (legal or otherwise) at the hearing. The Management Committee shall make such submissions as it sees fit and may make a submission as to sanction.
- (f) The Tribunal shall hear and determine the alleged breach in whatever manner it considers appropriate in the circumstances (including by way of teleconference, video conference or otherwise) and shall determine what evidence shall be admissible at the hearing, provided that it does so in accordance with the principles of natural justice.
- (g) The Tribunal will make its decision as soon as possible after the conclusion of the hearing, but in any event shall reach a decision within seven (7) days of the hearing (except in exceptional circumstances as determined by the Chairman of the Tribunal).
- (h) If the Tribunal considers that the alleged breach did not occur, the Tribunal will recommend the matter shall be dismissed.

- (i) If the Tribunal considers that the alleged breach occurred, it may recommend any one or more of the sanctions set out in clause 6.8.
- (j) The Tribunal shall not be required to but may provide reasons for its recommendation and will do so if requested by the Management Committee.
- (k) Each party shall be responsible for their own costs associated with the Tribunal hearing. The Tribunal has no power to award costs to a party.

6.6. Final Determination

- (a) The final determination as to the existence of a breach and imposition of a sanction, if any, shall be made by the Tribunal and shall be binding on the member and the Management Committee.
- (b) There shall be no appeal against the decision of the Tribunal, or any sanction imposed.

6.7. Confidentiality

- (a) All proceedings pursuant to this clause shall be confidential save for the outcome/sanctions (if any) which may need to be published to enable proper administration of this clause.

6.8. Sanctions

- (a) If the Tribunal considers that the alleged breach occurred, the Tribunal may recommend any one or more of the following sanctions:
 - i. impose a warning;
 - ii. direct the member to make an oral and/or written apology;
 - iii. where there has been damage to property, direct that the member pay restitution to the relevant person or organisation that controls or has possession of the damaged property;
 - iv. direct that any rights, privileges and benefits provided to the member by the Club be suspended for a specified period and/or terminated;
 - v. reprimand the member;
 - vi. suspend the member from membership of the Club for a specified period;
 - vii. expel the member from membership of the Club;
 - viii. impose suspended sanctions; or
 - ix. any other such sanctions that the Tribunal considers appropriate.

7. CLUB'S POLICIES AND PROCEDURES

The Club, through the General Manager, will develop policies and procedures for the operation of the Club. To the extent that any of these apply to Members, Members shall comply with such policies and procedures.

8. CODE OF CONDUCT

(a) Members, visitors and guests will:

- i. comply with all provisions of the club's constitution, bylaws, policies and procedures;
- ii. behave in a way that upholds the values and reputation of the club;
- iii. avoid any actions or behaviour that could reasonably be deemed to detract from the club's reputation;
- iv. interact with all people associated with the club in a courteous and respectful manner;
- v. not engage in behaviour towards others that is intended to abuse or harass;
- vi. refrain from disorderly or disruptive behaviour;
- vii. show due consideration to the needs of others;
- viii. respect the rights of others to enjoy the club's facilities and services;
- ix. conduct themselves in an ethical and socially acceptable manner during any involvement in club activities;
- x. accept full responsibility and accountability for their own decisions and actions;
- xi. refrain from excessive consumption of alcohol whilst attending the club premises;
- xii. not possess illegal material while on club premises;
- xiii. handle club property with care and diligence;
- xiv. not display or transmit, or cause to be displayed or transmitted, offensive and/or inappropriate material or messages including in any online or written environment referencing the club, its members or staff;
- xv. not speak to the media about any aspect of the club without authority to do so;
- xvi. comply with all reasonable directions of the club's management committee, subcommittees and other personnel;

- xvii. refrain from making representations that you act as an agent or on behalf of the club to other people or organisations, unless properly authorised to do so.