AIRLIE BEACH

YACHT CLUB

INCORPORATED ASSOCIATION

CONSTITUTION, RULES AND REGULATIONS

MASTER GOVERNANCE INSTRUMENT

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PROPOSED REGISTERED RULES AND CONSOLIDATED BY-LAWS

Queensland, Australia

DOCUMENT STATUS AND USE

A. This instrument is the complete drafting basis for the proposed Airlie Beach Yacht Club Inc. It combines proposed registered rules with subordinate charters, by-laws, codes, operating rules and forms.

B. Part I, Schedules 1 and 2, and Schedule 6A where expressly incorporated are intended to become the Club's registered rules under the Associations Incorporation Act 1981 (Qld). Parts II to XIV and the remaining Schedules operate as subordinate instruments unless expressly stated otherwise.

C. This draft is not operative merely because it has been circulated. Incorporation, adoption, registration, liquor-licensing, planning and other legal steps must be completed in the form required at the relevant time.

D. Before formal adoption, Queensland association and liquor counsel should settle the instrument against the final corporate structure, premises, liquor licence, development approval, operating agreements and insurance program.

E. The instrument separates the non-profit Club from every hospitality, retail, merchandise, property or operating company. A commercial party acquires no governance control, voting power, Club property or share of Club surplus merely by funding or providing services.

F. The Club supports yachting, sailing, boating, fishing and marine recreation but does not own or operate a marina, berth system, mooring field, slipway, fuel facility, vessel storage facility or repair business.

G. The Main Bar, Restaurant, Pool, Pool Bar, function and other designated public hospitality areas are intended to be leased to and operated by a separate Hospitality Operator. The Hospitality Operator must hold in its own name every liquor, food, public-pool and other licence or approval required for its operations and bears day-to-day responsibility for those operations.

H. The Hospitality Lease is intended to pay, bear or reimburse all Approved Club Costs and allocated premises outgoings through rent, a Club Operating Contribution, direct payment or reimbursement. The Club operates on a non-profit, cost-recovery basis, may retain prudent reserves and any actual surplus, and must apply every surplus solely to its objects. Elected Officers and Committee members serve in an honorary and unpaid capacity.

GOVERNANCE HIERARCHY

1. Applicable law, licence conditions and lawful regulatory directions.
2. Registered rules in Part I, Schedules 1 and 2, and Schedule 6A where expressly incorporated.
3. Valid special resolutions and General Meeting resolutions.
4. Charters and by-laws in Parts II to XIV.
5. Remaining Schedules, committee charters, delegations and policies.
6. Operational procedures, manuals, event documents and directions.

Precedence rule: a subordinate instrument is invalid to the extent of inconsistency with a higher instrument. The higher instrument must be applied and the lower instrument corrected promptly.

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PART I — REGISTERED CONSTITUTION AND RULES OF ASSOCIATION

ARTICLE 1 — NAME, LEGAL FORM AND APPLICATION

1.1 The name of the incorporated association is **Airlie Beach Yacht Club Inc.** In this instrument it is called the **Club** or **Association**.

1.2 The Club is to be incorporated under the Associations Incorporation Act 1981 (Qld) and is to operate as a non-profit, non-proprietary membership association.

1.3 The registered office is at an address in Queensland determined by the Management Committee and notified as required by law.

1.4 These are the Club's own rules. Section 47(1) of the Associations Incorporation Act 1981 does not apply. Every mandatory statutory provision, including section 47A where relevant, nevertheless applies and these rules are read with the minimum modification necessary to give it effect.

1.5 Every member, office-holder, committee member, employee, volunteer, contractor, guest, visitor and person using Club facilities is bound by the provisions applicable to that person.

1.6 The Club is independent of every marina owner, hospitality operator, property owner, sponsor, founder, donor, supplier and political body. No such person may direct the Club except through rights lawfully conferred by these rules and exercised without compromising its non-proprietary character.

ARTICLE 2 — DEFINITIONS AND INTERPRETATION

2.1 In these rules, unless the context requires otherwise:

(a) **Act** means the Associations Incorporation Act 1981 (Qld), its regulation and replacement legislation.

(b) **Applicant** means a person whose written membership application has been received but not finally decided by the Management Committee.

(c) **Applicable Law** includes legislation, licence conditions, development approvals, planning instruments, court or tribunal orders and lawful regulatory directions.

(d) **Association Property** means every legal or equitable interest held by or for the Club, including money, records, goodwill, intellectual property, equipment and contractual rights.

(e) **By-law** means a subordinate rule made under Article 25 and includes Parts II to XIV.

(f) **Club Premises** means land, a building, room, vessel, facility or activity area lawfully occupied, controlled or designated by the Club, permanently or temporarily.

(g) **Committee** or **Management Committee** means the Club's management committee under the Act.

(h) **Commercial Operator** means a hospitality, retail, merchandise, property, events, management or service company contracted by the Club, whether or not related to a founder or member.

(i) **Commodore** means the Club's ceremonially titled president and is the president for the Act.

(j) **Financial Member** means a member who has paid all amounts due or has an approved arrangement and is not suspended from the relevant rights.

(k) **Good Standing** means a status in which the member is financial, is not suspended, has complied with every enforceable sanction and is not otherwise disqualified from the relevant right.

(l) **Founding 24** means the twenty-four persons entered in the Founding Members Register in Schedule 2.

(m) **General Meeting** includes an annual general meeting and a special general meeting.

(n) **Guest** means a person introduced and accompanied by a member in accordance with law and these by-laws.

(o) **Liquor Law** means the Liquor Act 1992 (Qld), its regulation, the Club's liquor licence, approved plans and lawful directions.

(p) **Member** means a person whose membership has been approved and has not ceased.

(q) **Officer** means the Commodore, Vice Commodore, Rear Commodore, Secretary or Treasurer.

(r) **Policy** means an operational instrument approved under Article 25.8.

(s) **Register of Members** means the statutory membership register kept by the Secretary.

(t) **Special Resolution** has the meaning given by the Act.

(u) **Voting Member** means a member of a class granted voting rights by Article 6 and Schedule 1 who is financial and eligible to vote.

(v) **Visitor** means a person permitted to enter under Liquor Law, an event authority, reciprocal arrangement or another lawful basis but who is not attending as a member.

(w) **Writing** includes an electronic record capable of being retained, reproduced and authenticated.

(x) Approved Club Costs means the reasonable, properly incurred, budgeted or otherwise lawfully approved costs of the Club itself in carrying out its objects, governance, compliance, member and marine programs,

maintaining Club assets and prudent reserves, but excludes a cost of the Hospitality Operator, property owner or another entity unless the Hospitality Lease lawfully allocates that cost to the Club.

(y) Club Licensed Area means an area included in a liquor licence or permit held by the Club, if any.

(z) Club Operating Contribution means the amount payable by the Hospitality Operator under the Hospitality Lease to fund Approved Club Costs after the credits and adjustments stated in Article 81.

(aa) Designated Public Hospitality Area means an area identified in the Hospitality Lease and approved premises plans as occupied and operated by the Hospitality Operator for public hospitality trade. Subject to final approvals, it may include the Main Bar, Restaurant, Pool, Pool Bar, function and event areas and any separately approved retail area.

(ab) Hospitality Lease means the integrated written lease, licence and operating agreement between the Club and the Hospitality Operator governing occupation, operation, funding, risk, service standards and legal responsibility for the Designated Public Hospitality Areas.

(ac) Hospitality Operator means the separate legal entity appointed under Article 79 to occupy and operate the Designated Public Hospitality Areas and is a Commercial Operator for these rules.

(ad) Operator Liquor Licence means every liquor licence, permit, interim authority and approval held in the Hospitality Operator's own name and required for liquor trade in a Designated Public Hospitality Area.

(ae) Restricted Club Area means a member-only, Founders' ceremonial, governance, administration, marine-program or other area designated by the Club as not open to the general public.

2.2 A reference to a statute includes amendments, replacements and instruments made under it. A reference to a regulator includes its successor.

2.3 The singular includes the plural and vice versa. A reference to a person includes an individual and body corporate where the context permits.

2.4 Headings assist navigation but do not limit meaning. Examples are illustrative and do not restrict a general provision.

2.5 **Must** imposes an obligation. **May** confers a discretion that must be exercised for a proper purpose, reasonably, in good faith and consistently with these rules.

2.6 A period expressed in days means calendar days unless stated otherwise. If the last day is not a Queensland business day, the period ends on the next business day.

2.7 A decision required to be made at a Committee meeting must be made at a properly convened meeting, not merely by circular resolution, unless Applicable Law expressly permits otherwise.

ARTICLE 3 — OBJECTS

3.1 The Club's objects are to:

(a) establish and maintain a respected yacht club for Airlie Beach, the Whitsundays and the wider marine community;

(b) promote participation in yachting, sailing, boating, fishing and lawful aquatic sport and recreation;

(c) organise, sanction, support and host regattas, races, rallies, fishing competitions, marine weeks, training programs, social activities and aligned events;

(d) develop seamanship, navigation, water safety, responsible boating, race management, officiating, coaching and marine leadership;

(e) provide pathways for juniors, young adults, families, women, people with disability, volunteers and new participants;

(f) promote fellowship, civic participation and social connection among members, visiting yachtspeople, the Whitsunday community and reciprocal clubs;

(g) support marine-rescue awareness, emergency preparedness and responsible conduct on and near the water;

(h) encourage environmental stewardship, lawful fishing, protection of marine ecosystems, waste reduction and responsible use of Whitsunday waterways;

(i) acquire, lease, fit out, operate and maintain Club Premises and facilities suited to the objects;

(j) provide or arrange food, beverage, retail, merchandise, entertainment, wellness, recreation and member services where lawful and conducive to the objects;

(k) preserve and develop the Club's name, crest, burgee, ceremonial traditions, archives and heritage;

(l) affiliate with Australian Sailing, relevant sporting bodies, community organisations and reciprocal clubs where consistent with independence;

(m) raise, receive and apply membership fees, grants, donations, sponsorship and commercial income solely for the objects; and

(n) do all lawful things incidental or conducive to achieving the objects.

3.2 Ownership of a yacht, boat or other vessel is not a condition of membership.

3.3 The Club may support boating and marina-community activities, but it is not, merely by doing so, a marina owner or operator.

ARTICLE 4 — POWERS

4.1 Subject to law and these rules, the Club has the powers of an individual and all powers necessary or convenient to achieve its objects.

4.2 Without limiting Article 4.1, the Club may:

(a) acquire, lease, license, improve, use and dispose of property;

(b) open and operate bank, investment and payment accounts;

(c) borrow, raise or secure money within Article 27;

(d) employ staff, appoint contractors and engage advisers;

(e) enter sponsorship, supply, affiliation, reciprocal, licence, lease, management and operating agreements;

(f) establish committees, programs, funds and controlled entities where lawful and properly governed;

(g) charge fees for membership, events, activities, services and facilities;

(h) insure the Club, its property, activities, office-holders, volunteers and liabilities;

(i) own and license intellectual property;

(j) bring, defend, settle or compromise proceedings; and

(k) support aligned non-profit activities where consistent with the objects and budget.

4.3 A power must not be exercised to confer a prohibited private benefit, avoid member control, transfer Club assets for less than fair value or permit a commercial party to become the proprietary owner of the Club.

ARTICLE 5 — NON-PROFIT AND NON-PROPRIETARY CHARACTER

5.1 The Club's income and property must be applied solely towards its objects.

5.2 No portion of income, surplus or property may be paid, transferred or distributed directly or indirectly to a member, founder, office-holder or related person merely because of that status.

5.3 Article 5.2 does not prohibit:

(a) reimbursement of properly incurred, documented and approved expenses;

(b) reasonable remuneration for services actually supplied under an arm's-length arrangement;

(c) payment for goods, facilities or rights supplied at fair value;

(d) reasonable commercial interest on money borrowed by the Club;

(e) reasonable commercial rent for premises lawfully occupied by the Club;

(f) payment under an authorised indemnity or insurance policy; or

(g) a benefit available to members generally as ordinary Club participation.

5.4 The Club has no share capital. Membership is personal, non-transferable and does not confer beneficial ownership of Association Property.

5.5 Membership may not be bought, sold, mortgaged, charged, inherited or otherwise dealt with as property.

5.6 A member has no right to demand return of subscriptions, donations, entrance fees, sponsorship, capital contributions or other payments unless a separate lawful agreement provides otherwise.

5.7 Management and control must remain with the Management Committee elected by Voting Members.

5.8 No person may receive remuneration calculated by reference to liquor purchases, sales or receipts where prohibited by Liquor Law.

5.9 The Club may make and retain a financial surplus without ceasing to be non-profit, provided no part is divided among or received by members and the surplus is applied solely to the Club's objects, prudent reserves, maintenance, asset replacement, member services, marine programs or future obligations.

5.10 The intended annual financial model is full cost recovery through the Hospitality Lease rather than generation of distributable profit. The Club is not required to spend unnecessarily, accelerate expenditure, waive reserves or manipulate accounts merely to produce a zero year-end result.

5.11 Rent, the Club Operating Contribution, reimbursement of Approved Club Costs and other payments under the Hospitality Lease must be documented, auditable, on fair commercial terms and must not conceal a distribution of Club income or property.

ARTICLE 6 — MEMBERSHIP CLASSES

6.1 The Club has the classes stated in this Article and Schedule 1. A member belongs to one class at a time, although an honorary designation may accompany a substantive class without altering its rights.

6.2 The classes are:

(a) **Founding Life Member** — one of the Founding 24; a lifetime Voting Member subject to these rules;

(b) **Full Member** — an adult Voting Member with full general rights;

(c) **Young Adult Member** — a Voting Member aged 18 to 29 at the start of the membership year;

(d) **Senior Member** — a Voting Member admitted or transferred under published criteria;

(e) **Life Member** — a Voting Member awarded life membership for exceptional service by special resolution;

(f) **Associate Member** — an adult non-voting member with published participation rights;

(g) **Social Member** — a non-voting member admitted primarily for social and hospitality participation;

(h) **Junior Member** — a person under 18, non-voting and subject to safeguarding and supervision;

(i) **Honorary Member** — a non-voting member admitted for a limited period or honorary purpose;

(j) **Temporary Member** — a non-voting person accorded temporary status only where permitted by Liquor Law; and

(k) an additional non-voting class approved by special resolution and accepted by relevant regulators.

6.3 The Founding Life Member class is limited to the Founding 24. Every other membership class is unlimited in number unless the special resolution creating an additional class states a lawful numerical limit.

6.4 Temporary members, honorary members and minors have no vote and may not hold elected office.

6.5 A corporate supporter, sponsor, donor, tenant or supplier is not a member merely because of that relationship. Individual nominees must separately qualify as a member or lawful non-member entrant.

6.6 A Commercial Operator's customer, loyalty, premium or VIP designation does not confer Club membership, voting rights or member-only access.

6.7 The Committee may set objective eligibility, participation and transfer criteria, but may not remove a voting right granted by these rules without special resolution and required regulatory approval.

ARTICLE 7 — MEMBERSHIP APPLICATION AND ADMISSION

7.1 An application must:

(a) be in writing in the approved form;

(b) state the class sought and information reasonably required to assess identity, eligibility and suitability;

(c) include agreement to the constitution, by-laws, policies and lawful directions;

(d) include consents and declarations required for privacy, child safety, liquor compliance and sporting participation; and

(e) be accompanied by any application or entrance fee.

7.2 The Committee may require a proposer and seconder, interview, references, identity evidence, proof of age, sporting credentials or probity information where reasonably relevant.

7.3 The Secretary must place each complete application before a properly convened Management Committee meeting. Final approval or rejection must be recorded in the minutes.

7.4 Staff, subcommittees and membership panels may receive, verify and recommend applications but may not give final approval while Liquor Law requires approval at a Management Committee meeting.

7.5 The Committee may approve, reject or defer an application. A deferral must identify further information or process required and be reviewed within a reasonable period.

7.6 The Committee must act in good faith, for the objects and without unlawful discrimination. It may consider conduct, integrity, compatibility with Club values, safety, regulatory suitability, previous disciplinary history and capacity.

7.7 The Secretary must notify the applicant in writing. If rejected, the notice must provide sufficient reasons for meaningful review unless disclosure would breach law, confidentiality, safety or another person's rights.

7.8 A rejected applicant may request internal review within 28 days. The review must, so far as practicable, be conducted by persons who did not materially participate in the initial assessment. The review decision is final within the Club.

7.9 An entrance fee paid for a rejected application must be refunded, less any clearly disclosed lawful processing charge.

7.10 An Applicant may receive temporary access only for the period and circumstances authorised by Liquor Law. Applicant access is revocable, non-voting and is not admission.

7.11 Membership commences when the application is approved and initial fees are paid or an approved arrangement is in place.

ARTICLE 8 — FEES, MEMBERSHIP YEAR AND FINANCIAL STATUS

8.1 The membership year is 1 July to 30 June unless changed by special resolution.

8.2 The Committee must propose entrance fees, annual subscriptions, activity levies and standard charges. A General Meeting may approve, disallow or refer them back.

8.3 The Committee may set reduced, pro-rated or concessional charges for new members, juniors, young adults, seniors, hardship, volunteers or promotions, on a transparent and non-discriminatory basis.

8.4 Founding Life Members and Life Members are exempt from ordinary annual subscriptions but remain liable for purchases, events, activities, damage, guest charges and any levy imposed by special resolution on their class.

8.5 A member unpaid 30 days after the due date becomes unfinancial unless an approved arrangement is current.

8.6 An unfinancial member:

(a) may not vote, nominate or exercise rights reserved to Financial Members;

(b) may have access or booking privileges restricted; and

(c) remains liable for amounts due.

8.7 The Secretary must give at least 14 days' warning before termination for non-payment. The Committee may terminate if arrears are not paid or arranged by the stated date.

8.8 The Committee may reinstate a person on fair conditions, including payment of arrears or a new application.

8.9 A person whose membership is terminated under Article 8.7 may request a review within 28 days on the grounds of payment, administrative error, an approved payment arrangement or exceptional hardship. The non-conflicted Committee must determine the review fairly and give written notice of its decision. That decision is final within the Club, without limiting any right under Applicable Law.

ARTICLE 9 — MEMBER RIGHTS AND RESPONSIBILITIES

9.1 A member's rights are those attached to the member's class by these rules and Schedule 1.

9.2 Subject to capacity, safety, licensing, bookings and by-laws, a member may participate in Club activities and use relevant facilities.

9.3 Every member must:

(a) comply with these rules, by-laws, policies and lawful directions;

(b) act honestly, respectfully and consistently with the objects and reputation;

(c) protect Club property, confidential information and intellectual property;

(d) disclose hazards, incidents, conflicts and information materially affecting eligibility;

(e) ensure guests and dependants under the member's control comply;

(f) pay amounts properly due; and

(g) not represent that the member speaks for the Club without authority.

9.4 No member has an automatic right to a berth, mooring, storage, vessel service, ticket, table, event entry, employment, contract, sponsorship, credit or a particular area.

9.5 Membership cards, credentials and digital accounts remain Club property, are personal and must not be lent, sold, copied or misused.

ARTICLE 10 — RESIGNATION, CESSATION AND CHANGE OF CLASS

10.1 A member may resign by written notice to the Secretary, effective on receipt or a later stated date.

10.2 Resignation does not extinguish a debt, liability, jurisdiction over earlier conduct, confidentiality obligation or duty concerning Club property.

10.3 Membership ends on death, valid expulsion, termination for non-payment, expiry of a time-limited class or another event provided by these rules.

10.4 The Committee may approve a transfer between classes where eligibility is met and fees are adjusted fairly.

10.5 A member ceasing to satisfy an age or eligibility criterion may be transferred at the next renewal after notice and an opportunity to respond.

10.6 A deceased Founding Life Member remains permanently recorded. The historical position is not refilled and does not pass to an estate or nominee.

ARTICLE 11 — MISCONDUCT, PROTECTIVE ACTION AND DISCIPLINE

11.1 Misconduct includes conduct that:

(a) breaches these rules, a by-law, policy, lawful direction or Applicable Law;

(b) is dishonest, violent, threatening, abusive, discriminatory, harassing, sexually inappropriate or seriously disrespectful;

(c) endangers a person, vessel, event, licence, approval, property or the environment;

(d) involves intoxication, unlawful drugs, weapons, fraud, theft, bribery, match manipulation, cheating or falsification;

(e) damages the Club's reputation or materially disrupts operations;

(f) misuses membership, confidential information, digital systems, the Club brand or personal information; or

(g) is a serious failure to supervise a guest, child or activity for which responsibility was accepted.

11.2 An authorised manager, duty manager, security officer, race official, safety officer or Committee member may give an immediate direction, refuse service, remove a person, close an area or impose a short operational restriction where reasonably necessary for safety, RSA, security, licence compliance or orderly operation. This is protective and does not determine disciplinary guilt.

11.3 The Commodore, Secretary and one other Officer acting unanimously may impose an interim suspension for no more than 14 days where there is a serious and immediate risk. The Committee must confirm, vary or revoke it at its next meeting after an opportunity to respond.

11.4 A formal allegation must be given in writing and state:

(a) the alleged conduct and relevant rule;

(b) material facts and available evidence, subject to lawful redaction;

(c) possible sanctions;

(d) the time and method for response; and

(e) hearing arrangements and the right to a support person or representative.

11.5 The hearing panel must be unbiased and exclude a person with a material interest, the accuser or anyone whose prior involvement creates reasonable apprehension of bias.

11.6 The member must receive a reasonable opportunity to understand the case, provide documents, identify witnesses and be heard.

11.7 The standard is the balance of probabilities, applied with care having regard to seriousness and consequence.

11.8 The panel may dismiss the allegation or impose one or more proportionate sanctions:

(a) advice, education or corrective direction;

(b) written warning or reprimand;

(c) apology, restitution or payment for proven loss;

(d) conditions on access, guests, activities, office, volunteering or brand use;

(e) suspension for a stated period not exceeding 12 months; or

(f) expulsion.

11.9 The written decision must state findings, reasons, sanction, commencement and review rights.

11.10 A member may appeal expulsion or termination for misconduct to a General Meeting within 28 days. The decision is stayed unless continued access presents unacceptable risk, in which case a protective restriction may continue.

11.11 An appeal against a lesser sanction is heard by an independent appeal panel and is confined to procedural unfairness, material error, genuinely new evidence or manifestly disproportionate sanction.

11.12 A person expelled may apply for readmission after the period stated in the decision or, if none, after two years.

ARTICLE 12 — GRIEVANCE PROCEDURE

12.1 This Article applies to a dispute under these rules between members, between a member and the Club, or between a member and a Committee member acting in that capacity, except where a mandatory external process applies.

12.2 A party starts the process by written notice to the Secretary identifying the dispute, outcome sought and reasonable steps already taken.

12.3 Within 14 days, the Secretary must arrange an initial conference or appoint an independent grievance coordinator.

12.4 Each party must be given a reasonable opportunity to be heard and may appoint any person to act on the party's behalf.

12.5 If not resolved promptly, the dispute must be referred to mediation by an agreed mediator or, failing agreement within seven days, a mediator nominated by a recognised Queensland dispute-resolution service.

12.6 A mediator must be unbiased and have no personal interest. The mediator may not impose an outcome unless all parties agree in writing to another binding process.

12.7 Parties must participate in good faith, exchange relevant information and maintain confidentiality, subject to safety, legal advice and reporting obligations.

12.8 The Club must not take disciplinary action against a member concerning the same subject matter while the grievance process remains incomplete. This does not prevent proportionate, non-punitive action needed for safety, evidence, Liquor Law, conflict management or legal duty.

12.9 If mediation fails, the matter may proceed to a General Meeting, agreed expert, tribunal, court or another lawful forum according to its nature.

12.10 Child safety, violence, sexual misconduct, criminal conduct, corruption, serious WHS risk or regulatory breach may be reported immediately and need not await mediation.

ARTICLE 13 — REGISTER OF MEMBERS AND MEMBERSHIP RECORDS

13.1 The Secretary must maintain the Register of Members in the form required by law, including name, contact details, class, admission date and cessation date where applicable.

13.2 It must also record voting eligibility, financial status, life or founding designation and other information reasonably needed for lawful administration, with sensitive information held separately where appropriate.

13.3 A member must notify a change of name, address, email, telephone or required particulars within 14 days.

13.4 Access to the register is governed by the Act, privacy law and these by-laws. Information from it must not be used for harassment, unsolicited commercial marketing, electoral manipulation or an unrelated purpose.

13.5 Separate registers required by Liquor Law must be maintained, including guest, visitor, reciprocal club and function records.

ARTICLE 14 — MANAGEMENT COMMITTEE COMPOSITION

14.1 The Management Committee consists of nine elected Voting Members:

(a) Commodore, being the president;

(b) Vice Commodore, being the vice-president;

(c) Rear Commodore;

(d) Secretary;

(e) Treasurer; and

(f) four ordinary Directors.

14.2 The Committee is responsible for management and control, subject to the Act and powers reserved to General Meetings.

14.3 No founder, sponsor, donor, landlord, lender or Commercial Operator has an automatic seat or appointment right.

14.4 A Committee member must:

(a) be at least 18 and a Financial Voting Member;

(b) have been a member for at least 12 months, except for the first elected Committee or a waiver approved by General Meeting for a particular election;

(c) not be disqualified under the Act, corporations law, Liquor Law or another law;

(d) consent in writing and make required declarations;

(e) satisfy applicable fit-and-proper or probity requirements; and

(f) be capable of discharging the duties of office.

14.5 A person employed by the Club or a Commercial Operator may not serve on the Committee. A contractor or related-party representative may serve only if the conflict is not pervasive and members approve the nomination after full disclosure.

ARTICLE 15 — ELECTIONS, TERMS, VACANCIES AND REMOVAL

15.1 Committee members are elected at the annual general meeting for a stated term of at least one year. Subject to an earlier vacancy or removal, the term begins at the close of the electing meeting and continues until the first anniversary of election and thereafter until the close of the next annual general meeting. A successor elected before that anniversary takes office on the anniversary.

15.2 A Committee member may serve no more than six consecutive full terms without a break of at least one year. The Commodore may serve no more than three consecutive terms as Commodore.

15.3 Nominations must be written, signed by the nominee and lodged by the election deadline. By-laws may require nominators, candidate statements and disclosures.

15.4 If nominations do not exceed vacancies, eligible nominees are elected subject to confirmation at the AGM. Contested positions require secret ballot.

15.5 A casual vacancy arises on death, resignation, disqualification, removal, cessation of membership, prolonged incapacity or absence from three consecutive Committee meetings without approved leave.

15.6 The Committee may appoint an eligible Voting Member to a casual vacancy until the next AGM. The Vice Commodore acts as Commodore until an eligible replacement is appointed or elected.

15.7 A Committee member may resign by written notice to the Secretary, or to the Commodore if the person is Secretary.

15.8 A General Meeting may remove a Committee member by ordinary resolution after written notice and a reasonable opportunity to make oral and written representations.

15.9 The entire Committee may be removed only if the notice also specifies a lawful interim or replacement process so the Club is not left without governance.

15.10 A person removed from Committee office by a General Meeting has no internal right of appeal against that removal, without limiting any right available under Applicable Law.

ARTICLE 16 — POWERS AND DUTIES OF THE MANAGEMENT COMMITTEE

16.1 The Committee must govern honestly, in good faith, for proper purpose, with reasonable care and diligence and in the interests of the Club as a whole.

16.2 It is responsible for:

(a) strategy, budgets, risk appetite and performance oversight;

(b) compliance with law, licences, approvals, insurance and affiliations;

(c) membership admission, discipline and member protection;

(d) appointment and supervision of senior management and contractors;

(e) financial control, solvency, assets, records and audit;

(f) safety, child protection, responsible service and incident oversight;

(g) approval and monitoring of material contracts and related parties;

(h) maintaining the non-profit, non-proprietary and independent character;

(i) calling General Meetings and implementing valid resolutions; and

(j) reporting to members and regulators.

16.3 The Committee may exercise every Club power not reserved to a General Meeting.

16.4 It must adopt an annual work plan and compliance calendar and review them at least quarterly.

16.5 A Committee member may rely on information or professional advice only where reliance is reasonable, in good faith and follows an independent assessment appropriate to the role.

16.6 Minutes must record material decisions, reasons where appropriate, conflicts, abstentions, requested dissent and action owners.

ARTICLE 17 — OFFICER RESPONSIBILITIES

17.1 The Commodore chairs General and Committee meetings, represents the Club ceremonially, promotes effective governance and acts as president for statutory purposes.

17.2 The Vice Commodore assists and acts for the Commodore and oversees allocated duties.

17.3 The Rear Commodore supports marine, sporting and operational programs. The title confers no authority over a marina or vessel service.

17.4 The Secretary performs statutory functions, including meetings, minutes, correspondence, registers, filings and the reciprocal club list.

17.5 The Treasurer oversees financial reporting, budgets, controls, banking, audit, tax and solvency, without displacing collective Committee responsibility.

17.6 An ordinary Director performs allocated portfolio and committee duties and exercises independent judgment.

17.7 Ceremonial title does not create executive authority beyond these rules, delegations and resolutions.

17.8 The Commodore, Vice Commodore, Rear Commodore, Secretary, Treasurer and ordinary Directors serve in an honorary and unpaid capacity. No salary, wage, director fee, sitting fee, retainer, honorarium or allowance is payable merely for holding or performing the ordinary duties of elected office.

17.9 A Committee member may be reimbursed for reasonable out-of-pocket expenses genuinely incurred on authorised Club business. A reimbursement must be supported by receipts or approved alternative evidence, comply with Schedule 6 and must not be approved by the person receiving it.

17.10 A Committee member may receive reasonable payment for genuine professional, technical or commercial services outside the ordinary duties of office only under a written agreement, after fair-value and procurement review and prior approval by the non-conflicted decision-maker. The interested person must not receive unnecessary confidential papers, be present for deliberation, vote or influence approval.

17.11 Every reimbursement, separate-service payment and other benefit must be recorded and disclosed as required by Article 26 and Applicable Law.

17.12 Employment by the Club or Hospitality Operator is incompatible with Committee office under Article 14.5. A person must choose between the paid employment role and elected office before assuming or continuing either position.

ARTICLE 18 — MANAGEMENT COMMITTEE MEETINGS

18.1 The Committee must meet as often as necessary and ordinarily at least ten times per financial year.

18.2 The Commodore or Secretary may call a Committee meeting. The Secretary must call a meeting within 14 days after receiving a written request signed by at least three Committee members stating the business to be considered. The Secretary must give reasonable notice and an agenda. An urgent meeting may be called on shorter notice if every available Committee member is notified and the urgency is recorded in the minutes.

18.3 Five Committee members constitute a quorum.

18.4 Participation through technology that permits all participants to hear and be heard counts as presence.

18.5 The Commodore chairs, followed in absence by the Vice Commodore, Rear Commodore or a member elected by those present.

18.6 Each Committee member has one vote. A majority decides. The chair has no casting vote and a tie fails.

18.7 A written resolution assented to by every non-conflicted member entitled to vote is valid, except for membership admission or another decision that Applicable Law requires at a meeting.

18.8 Management, advisers and observers may be invited without vote and excluded for confidential or conflicted business.

18.9 Draft minutes must be circulated promptly and confirmed and authenticated at the next meeting.

ARTICLE 19 — MATERIAL PERSONAL INTERESTS AND RELATED PARTIES

19.1 A Committee member must disclose a material personal interest as soon as aware and provide sufficient detail to understand its nature and extent.

19.2 Unless law permits otherwise and non-conflicted Committee members determine participation necessary, the interested person must:

(a) not receive restricted papers beyond what law requires;

(b) leave during discussion;

(c) not vote or attempt to influence the decision; and

(d) not count in the quorum for that item.

19.3 Minutes and the conflicts register must record disclosure, departure, return, decision and controls.

19.4 A related-party transaction must be demonstrably in the Club's interests, on arm's-length or better terms, supported by market evidence and approved only by non-conflicted decision-makers.

19.5 Independent valuation, benchmarking, legal advice or tender evidence must support a material related-party transaction.

19.6 A transaction is material if it could influence members' governance assessment, creates significant risk, exceeds Schedule 6, grants exclusive or long-term rights, deals with real property or involves an Operator connected with a founder, Committee member or senior manager.

19.7 If conflicts leave fewer than a quorum, the matter must be referred to a General Meeting or an independent body authorised by one.

19.8 The AGM must receive legally required remuneration and benefit disclosures and a summary of material related-party transactions, subject to lawful confidentiality.

19.9 A Committee member must not accept a secret commission, bribe, undisclosed benefit or advantage connected with Club business.

ARTICLE 20 — SUBCOMMITTEES, DELEGATIONS, EMPLOYEES AND CONTRACTORS

20.1 The Committee may establish standing or temporary subcommittees under written charters specifying purpose, membership, authority, reporting and term.

20.2 A subcommittee is accountable to the Committee and may not exercise a reserved power unless expressly delegated and legally delegable.

20.3 A delegation to an Officer, employee, volunteer, subcommittee or contractor must state scope, limits, reporting, duration and conditions.

20.4 The Committee remains responsible for oversight and may amend or revoke a delegation.

20.5 The Club may appoint a chief executive, general manager, club secretary or other personnel. A position title does not alter the statutory office of Secretary unless formal appointment occurs.

20.6 Employment and contracting decisions must be merit-based, documented and subject to conflicts and procurement controls.

20.7 A Commercial Operator's employees are not Club employees unless a written employment or secondment arrangement lawfully provides otherwise.

ARTICLE 21 — GENERAL MEETINGS

21.1 General Meetings are the principal forum through which Voting Members exercise reserved powers.

21.2 The Committee may call a special general meeting at any time.

21.3 It must call one when requested in writing by at least 10% of Voting Members or 50 Voting Members, whichever is less. The request must state proposed business and resolutions.

21.4 If the Committee does not call the requested meeting within 21 days, requisitioning members may call it as permitted by the Act and use Club records only for that proper purpose.

21.5 A meeting may be physical, electronic or hybrid if participants can reasonably follow proceedings, vote securely and exercise their rights.

21.6 The chair may adjourn with consent or where necessary for safety, technology failure, disorder, lack of quorum or procedural fairness. Only unfinished business may be conducted at the resumed meeting unless fresh notice is given.

21.7 The Secretary must ensure full and accurate minutes of every General Meeting are recorded. The minutes must be confirmed and authenticated by the chair of that meeting or of the next General Meeting. A Financial Member may inspect confirmed General Meeting minutes at a mutually agreed reasonable time and receive copies on payment of reasonable reproduction costs, subject only to redaction required by Applicable Law or necessary to protect legally privileged, confidential personal or child-safety information.

ARTICLE 22 — NOTICE, QUORUM, VOTING AND PROXIES

22.1 At least 21 days' notice must be given for an AGM, election, special resolution or proposed removal of a Committee member. At least 14 days' notice applies to another General Meeting.

22.2 Notice must state date, time, place or technology, business, resolutions, voting, proxy deadline and access to supporting materials.

22.3 Accidental failure to give or receive notice does not invalidate a meeting unless substantial injustice occurred or the result was affected.

22.4 The quorum is:

(a) if fewer than 10 Voting Members exist, a majority of them;

(b) otherwise, the lesser of 30 Voting Members and 10% of Voting Members, but not fewer than 10.

22.5 If no quorum is present within 30 minutes, a requisitioned meeting lapses and another meeting is adjourned. At a resumed meeting, those present constitute quorum only if the original notice stated that result and law permits it; otherwise it lapses.

22.6 Each eligible Voting Member has one vote. An unfinancial or suspended member may not vote.

22.7 Voting may be by show of hands, secure electronic method, poll or secret ballot. An election and discipline or removal vote must be secret if requested by the chair or five Voting Members.

22.8 Unless another threshold applies, a majority of votes cast decides. The chair has no casting vote and a tie fails.

22.9 A Voting Member may appoint another Voting Member as proxy. A person may hold only one proxy, received at least 48 hours before the meeting unless the notice permits later receipt.

22.10 Direct electronic or postal voting may be used if identity, secrecy, auditability and equal access are protected. A direct voter may not vote again on the same matter.

22.11 A notice sent to a member's nominated email address or secure member portal is taken received when transmitted unless the Club receives an automated failure notice. A notice sent by prepaid post is taken received on the fourth Queensland business day after posting. This deeming provision does not cure a failure to satisfy a mandatory legal method of service.

ARTICLE 23 — ANNUAL GENERAL MEETING

23.1 The AGM must be held within six months after the financial year or another lawfully approved period.

23.2 Ordinary business includes:

(a) confirmation of relevant minutes;

(b) the Committee's written operations report;

(c) audited financial statements, auditor's report and financial-position statement required by law and Liquor Law;

(d) legally required remuneration and benefit disclosures;

(e) Committee election;

(f) auditor appointment where required;

(g) membership fees and notified motions; and

(h) other business properly included in the notice.

23.3 The annual report must address objects, membership, marine and sporting programs, safety, child protection, material incidents, major contracts, related parties, risk, environmental initiatives and next-year priorities.

23.4 Members must receive reasonable access to the annual report and financial statements before the meeting.

ARTICLE 24 — ELECTION GOVERNANCE

24.1 Elections must be fair, transparent, secret where contested and administered by a returning officer who is not a candidate or campaigner.

24.2 The Committee should approve the timetable, nomination form, disclosure form and voting procedure at least 60 days before the AGM.

24.3 A candidate must disclose:

(a) material business and personal interests connected with the Club;

(b) relationships with an Operator, landlord, lender or major sponsor;

(c) relevant disciplinary, insolvency or disqualification matters; and

(d) information reasonably required to assess eligibility.

24.4 Club resources, membership data and communication channels must not favour a candidate, except equal information distributed by the returning officer.

24.5 Vote buying, threats, harassment, knowingly false statements, data misuse and coordinated enrolment intended to capture control are prohibited.

24.6 An election challenge must be lodged within seven days and determined by an independent panel, which may confirm, recount or recommend a new election if an irregularity could have affected the result.

ARTICLE 25 — BY-LAWS, POLICIES AND OPERATIONAL DIRECTIONS

25.1 The Committee may make, amend and repeal consistent by-laws for management, conduct, access, activities, safety, membership, finance, events and property.

25.2 A by-law may take effect on resolution or a later stated date where immediate operation is reasonably required.

25.3 A new or materially amended by-law must be presented for ratification at the next General Meeting. Failure to ratify ends future operation but does not invalidate lawful action taken while it was in force.

25.4 A General Meeting may make, amend or repeal a by-law by ordinary resolution, subject to these rules and law.

25.5 An amendment affecting liquor-regulated matters must be notified within the required period and is subject to statutory review, disallowance or approval.

25.6 The Committee must keep and make available a current register of operative by-laws.

25.7 A by-law may prescribe forms, procedures, fees, eligibility criteria, operating standards and sanctions within these rules.

25.8 The Committee may adopt policies without General Meeting ratification where substantive membership rights are not altered. Each policy must identify owner, approval, effective and review dates.

25.9 An authorised person may issue a reasonable operational direction for an event, emergency, safety matter, booking, access or facility, consistent with higher instruments.

ARTICLE 26 — FINANCIAL MANAGEMENT, REPORTING AND AUDIT

26.1 The financial year ends on 30 June.

26.2 Complete and accurate accounting records must explain transactions and financial position and permit true and fair financial statements.

26.3 Club money must be held in accounts in the Club's name, except controlled petty cash or payment facilities.

26.4 Payments require Schedule 6 approvals and evidence. No person may initiate and finally approve a payment to that person or a related party.

26.5 A cheque must be crossed “not negotiable” unless lawfully drawn for cash and must be signed by two authorised signatories, at least one of whom is the Commodore, Secretary or Treasurer. Electronic payments must use equivalent dual authorisation. Blank or pre-signed cheques, payment authorities and uncontrolled shared banking credentials are prohibited.

26.6 The Committee must approve an annual operating and capital budget and monitor actual performance at least monthly.

26.7 The Club must prepare legally required reports and have annual financial statements audited by an appropriately qualified independent auditor while Liquor Law requires it or members determine it.

26.8 The annual return and required documents must be lodged within the statutory period.

26.9 Controls must cover cash, point-of-sale, stock, complimentary goods, discounts, credit, refunds, payroll, procurement and digital payments.

26.10 The Committee must monitor solvency and not incur debt where reasonable grounds exist to suspect inability to pay when due.

26.11 Restricted grants, donations and fundraising proceeds must be separately tracked where appropriate and applied to their lawful purpose.

26.12 The AGM must receive the prescribed details of remuneration and other benefits for Committee members, senior staff and their relatives, including a nil disclosure where no remuneration or benefit was given. Reimbursement of documented out-of-pocket expenses is not remuneration for this purpose but remains subject to approval and record controls.

26.13 The annual budget must identify Approved Club Costs, unrestricted Club income available to meet those costs, restricted funds, prudent reserves and the rent, outgoings and Club Operating Contribution payable under the Hospitality Lease.

26.14 The Committee must maintain prudent liquidity and reserves. A cost-recovery objective must not create insolvency, defer necessary maintenance, misstate liabilities or cause unauthorised expenditure merely to eliminate a surplus.

26.15 Year-end over-recovery or under-recovery must be dealt with through the Hospitality Lease true-up and Article 81. Any lawful surplus remaining with the Club must be retained and applied under Article 5 and must not be distributed to members.

ARTICLE 27 — PROPERTY, BORROWING AND MATERIAL TRANSACTIONS

27.1 Association Property belongs to and is controlled by the Club, not members.

27.2 The Committee may acquire, lease, license and manage property within approved budget and delegation.

27.3 Prior special resolution is required for:

- **(a)** acquisition or disposal of freehold land;
- **(b)** a mortgage, charge or security over freehold land or substantially all assets;
- **(c)** borrowing above the material threshold in Schedule 6;
- **(d)** a materially significant lease, licence, operating agreement or exclusive right exceeding ten years including options;
- **(e)** disposal of the name, crest, burgee or core intellectual property;
- **(f)** transfer of substantially all operations; or
- **(g)** another transaction independently advised to be transformative.

27.4 Members must receive sufficient information, including independent financial, valuation and legal advice where appropriate.

27.5 Ordinary-course leases, licences and services within approved limits do not require special resolution.

27.6 Property must be inventoried, maintained, insured and disposed of through documented process. A member or related party may not acquire it on preferential terms.

ARTICLE 28 — COMMON SEAL, CONTRACTS AND EXECUTION

28.1 The Committee may adopt a common seal bearing the Club’s registered name. If the Club does not adopt a common seal, documents may be executed in any manner permitted by Applicable Law.

28.2 The Secretary, or another custodian appointed by Committee resolution, must keep the common seal securely. The seal may be used only under a Committee resolution or standing delegation that identifies the document or class of documents for which use is authorised.

28.3 Each affixing of the common seal must be witnessed by two authorised persons, including at least one Officer, who must sign and date the document. The Secretary must record each use in a common-seal register.

28.4 A document may be executed in any lawful manner approved by the Committee.

28.5 Unless otherwise resolved for a class of documents, a formal contract must be signed by two authorised persons, including at least one Officer.

28.6 Reliable and lawful electronic signatures may be used.

28.7 The Secretary must maintain a register of material contracts, deeds, leases, licences, securities, guarantees and intellectual-property arrangements.

ARTICLE 29 — RECORDS, INSPECTION, CONFIDENTIALITY AND PRIVACY

29.1 Minutes, financial records, registers, governance instruments, material contracts and legally required records must be kept.

29.2 A member may inspect records as required by law or approved for a legitimate Club purpose, subject to privacy, privilege, commercial confidence, safety and protection of others.

29.3 A refusal must be explained in writing. A redacted, summarised or supervised alternative should be offered where reasonably possible.

29.4 Confidential Club information may be used only for the authorised purpose and must be protected.

29.5 Privacy and retention policies must include access controls, cyber security, breach response and secure destruction.

29.6 General and Committee minutes are permanent. Financial and tax records must be retained at least seven years or longer where required.

ARTICLE 30 — LIQUOR-LICENSING GOVERNANCE

30.1 The Club is not required by these rules to hold a community club liquor licence. If the Club obtains or holds such a licence, it must remain a non-proprietary club and satisfy every statutory and licence requirement.

30.2 Membership applications must be written and approved at a Management Committee meeting.

30.3 Temporary members, honorary members and minors may not vote.

30.4 The Management Committee must be elected by Voting Members at a General Meeting for at least one year.

30.5 Each AGM must receive a written operations report and audited financial statements showing financial position.

30.6 The Secretary must maintain the list of formal reciprocal clubs.

30.7 Member, guest, visitor, reciprocal and function records required by Liquor Law must be kept for the premises and areas to which the Club's licence applies and made available for lawful inspection. These rules do not waive a statutory register requirement or its statutory exceptions.

30.8 The public hospitality business in each Designated Public Hospitality Area must be conducted by the Hospitality Operator under the Operator Liquor Licence and every other approval required in its own name. The Club's community club licence, if any, must not be relied upon as authority for the Hospitality Operator's public trade.

30.9 The Club and Hospitality Operator must not assume that adjacent, overlapping or separately excised licensed areas are permitted. Before operation, liquor counsel must settle the proposed structure and the responsible parties must obtain every OLGR approval, licence, plan, condition and interim authority required for the final premises arrangement.

30.10 Club Licensed Areas, Designated Public Hospitality Areas and Restricted Club Areas must be accurately shown in the Hospitality Lease, approved plans, signage, access systems, point-of-sale systems, records and staff instructions. Ambiguous or overlapping responsibility is prohibited unless expressly authorised and documented.

30.11 Where a Designated Public Hospitality Area is lawfully operated under the Operator Liquor Licence and is not subject to the Club's community club licence or a Club visitor-register condition, a member of the public is not required to apply for Club membership or complete the Club's guest or visitor register solely because the person enters that area. Any booking, day-pass, identification, age, security, event or register requirement imposed by law, licence condition or the Hospitality Operator still applies.

30.12 Liquor may be supplied only by the responsible licensee or its authorised personnel within the applicable licence authority, approved area, hours, entrant conditions and responsible-service requirements.

30.13 A rule change affecting liquor-regulated matters must be notified within the prescribed period and remains subject to statutory review, disallowance or approval.

30.14 The community club licence must not be represented as authorising a drive-in or drive-through bottle shop. A separate takeaway, retail or delivery business requires its own lawful entity, premises, licence, planning approval and controls.

ARTICLE 31 — FOUNDING LIFE MEMBERS AND FOUNDERS' COUNCIL

31.1 The Founding 24 are the persons entered in Schedule 2 following the initial incorporation process.

31.2 Each Founding Life Member has lifetime membership and voting rights, subject to discipline, legal incapacity and these rules.

31.3 Founding status is personal, non-transferable and does not pass by inheritance, nomination, sale or assignment.

31.4 Founding status does not confer:

- **(a)** an automatic Committee seat or veto over members;
- **(b)** ownership of Association Property;
- **(c)** equity, profit participation or management authority in a Commercial Operator;
- **(d)** priority to contracts, employment, liquor, facilities or events; or
- **(e)** immunity from discipline, conflicts or fees other than ordinary annual subscriptions.

31.5 The Founders' Council under Part II is a permanent advisory and stewardship body for heritage, traditions and identity.

31.6 The Committee must consult it before proposing a material change to the name, crest, burgee, Founding Register, ceremonial traditions or foundational marine purpose.

31.7 A material protected-heritage change requires special resolution. The Council recommendation must accompany notice, but the Council has no proprietary veto.

31.8 A vacancy through death, resignation or expulsion does not increase, transfer or refill the historical Founding 24.

ARTICLE 32 — INDEMNITY AND INSURANCE

32.1 To the extent permitted, the Club indemnifies a current or former Committee member, officer, employee or volunteer against liability properly incurred while acting honestly within authority.

32.2 It does not extend to fraud, wilful misconduct, criminal penalty, knowing breach of duty, unauthorised personal benefit or a liability law prohibits indemnifying.

32.3 Appropriate public liability, property, management liability, workers compensation, volunteer, cyber, marine-event and other insurance must be maintained according to risk and advice.

32.4 A person seeking indemnity must notify promptly, preserve rights, cooperate and not admit liability or settle without authority.

ARTICLE 33 — AMENDMENT, REVIEW AND SEVERABILITY

33.1 Registered rules may be amended only by special resolution and take effect only when registered or otherwise effective under law.

33.2 The Committee must review them at least every three years and after a material legal, licence, structural or operating change.

33.3 Amendment notice must explain purpose, material effects, regulatory implications and independent advice.

33.4 An invalid provision is severed or read down to the minimum extent without affecting the remainder, provided the non-profit and member-controlled character remains.

33.5 Numbering, cross-reference, typographical and formatting corrections may be made without changing substance if recorded and notified.

ARTICLE 34 — WINDING UP, CANCELLATION AND AMALGAMATION

34.1 Winding up, cancellation or amalgamation may occur only under Applicable Law and special resolution where required.

34.2 After debts and liabilities, remaining property must not be distributed to members.

34.3 It must be transferred to one or more Australian non-profit entities:

- **(a)** with substantially similar objects;
- **(b)** whose rules prohibit member distribution to at least the same extent; and
- **(c)** selected by special resolution or, failing valid selection, by a court or regulator.

34.4 Preference should be given to marine sport, youth sailing, boating safety, marine rescue, environmental stewardship or community recreation in Queensland.

34.5 A member, founder, Commercial Operator, sponsor, landlord or related person has no priority to remaining assets.

ARTICLE 35 — TRANSITIONAL AND ADOPTION PROVISIONS

35.1 Persons named in the incorporation application form the first Committee until the first AGM, subject to law and these rules.

35.2 The 12-month membership eligibility requirement does not apply to the first elected Committee.

35.3 Establishment-stage applications, contracts and policies remain subject to ratification and correction under this instrument.

35.4 Schedule 10 must be completed as soon as practicable after incorporation and before licensed trading or public operations.

35.5 Schedule 11 records formal adoption.

PART II — FOUNDERS' COUNCIL CHARTER

ARTICLE 36 — PURPOSE AND STATUS

36.1 The Founders' Council preserves the founding vision, identity, heritage and long-term marine purpose while respecting Voting Members and the elected Committee.

36.2 It is advisory, is not the Management Committee, does not control finances or operations and may not bind the Club without specific written delegation.

36.3 It must act for continuity and reputation, not individual founders' personal or commercial interests.

ARTICLE 37 — COMPOSITION AND CONVENOR

37.1 Every living Founding Life Member in good standing may participate.

37.2 The Council annually elects a Convenor and Deputy Convenor.

37.3 The Secretary or nominee acts as non-voting secretary and maintains records.

37.4 A founder suspended from membership is suspended from Council participation.

37.5 The Council may invite Officers, advisers, family representatives or guests for an item without vote.

ARTICLE 38 — STEWARDSHIP MATTERS

38.1 The Committee must consult the Council on:

(a) the name, crest, burgee, motto and ceremonial insignia;

(b) integrity of the Founding Register and history;

(c) ceremonial protocol, honours, commemorations and archives;

(d) a merger, renaming or fundamental repositioning;

(e) long-term sailing, yachting, fishing, youth and marine-community direction;

(f) appointment of a patron or honorary ceremonial office; and

(g) disposal of core heritage assets or intellectual property.

38.2 The Council may initiate recommendations concerning identity, heritage, values or intergenerational continuity.

38.3 Consultation requires timely information and genuine opportunity to respond but not acceptance of the recommendation.

ARTICLE 39 — MEETINGS AND DECISIONS

39.1 The Council must meet at least twice each year and may meet by technology.

39.2 Seven founders constitute quorum while at least 14 remain living and eligible. If fewer remain, one-half rounded up, with a minimum of three, is quorum.

39.3 Each eligible founder has one vote. A majority decides and the Convenor has no casting vote.

39.4 A protected-heritage recommendation must record votes and any material minority view.

39.5 Minutes must be provided to the Committee and retained in the archive.

ARTICLE 40 — ETHICS AND CONFLICTS

40.1 A founder must disclose a material personal or commercial interest and not use the Council to obtain preference.

40.2 The Council may require withdrawal or abstention to preserve integrity.

40.3 Founding status may not be used to direct staff, demand complimentary goods, access confidential tenders, interfere in discipline or represent the Club without authority.

40.4 A founder on the Committee remains fully subject to Article 19.

ARTICLE 41 — CONTRIBUTIONS AND SEPARATE AGREEMENTS

41.1 A contribution, loan, guarantee, security, intellectual-property licence, lease or service provided by a founder must be separately documented on lawful commercial or donation terms.

41.2 This Charter is not evidence of debt, security, equity, repayment promise or commercial entitlement.

41.3 A separate agreement must not grant governance rights inconsistent with law or member control.

41.4 Founder-related agreements must be registered and managed as related-party arrangements.

ARTICLE 42 — SUCCESSION AND ARCHIVE

42.1 Founding Life Membership ends on death and is not transferred; the historical record remains.

42.2 An honorary descendants and families forum may be established for heritage events without membership or voting rights.

42.3 Significant founding records, oral histories, design materials, burgee development, photographs and ceremonial objects must be preserved in a controlled archive.

ARTICLE 43 — REVIEW OF CHARTER

43.1 The Founders' Council and Committee must jointly review this Charter at least every four years.

43.2 An amendment proposed by either body requires approval as a by-law and, for protected heritage, special resolution.

PART III — GOVERNANCE BY-LAWS AND COMMITTEE CHARTERS

ARTICLE 44 — GOVERNANCE PRINCIPLES

44.1 The Club is governed according to legality, member accountability, independence, transparency, competence, stewardship, procedural fairness and prudent risk management.

44.2 Decisions must distinguish matters reserved to members, matters reserved to the Committee, matters delegated to management and operational decisions of an authorised Commercial Operator.

44.3 No person may bypass the proper decision-maker through title, founding status, sponsorship, employment, friendship or financial influence.

ARTICLE 45 — COMMITTEE CODE OF CONDUCT

45.1 Each Committee member must sign the Code and annual declaration in Schedule 8.

45.2 A Committee member must:

(a) prepare and exercise independent judgment;

(b) question and challenge constructively;

(c) secure confidential information;

(d) support valid collective decisions while retaining the right to record dissent;

(e) avoid operational interference except through authority;

(f) deal respectfully with members, staff, volunteers and suppliers;

(g) complete assigned governance, RSA, child-safety, WHS and financial training; and

(h) disclose errors, suspected breaches and changing interests.

45.3 Serious or repeated breach may result in censure, loss of portfolio, discipline referral or member removal process.

ARTICLE 46 — STANDING COMMITTEES

46.1 The following should be maintained where operations justify:

(a) Finance, Audit and Risk Committee;

(b) Membership, Culture and Conduct Committee;

(c) Sailing, Fishing and Marine Programs Committee;

(d) Safety, Security and Child Protection Committee;

(e) Events, Sponsorship and Community Committee; and

(f) Heritage and Brand Committee, coordinated with the Founders' Council.

46.2 During establishment, responsibilities may be combined or allocated elsewhere expressly.

46.3 Each charter must state purpose, membership, chair, quorum, authority, reporting, conflicts, advice and work plan.

46.4 At least one Committee member sits on each standing committee. External experts may participate but may not form a majority of a body exercising delegated governance power.

ARTICLE 47 — FINANCE, AUDIT AND RISK COMMITTEE

47.1 It assists with financial statements, budgets, controls, audit, risk, insurance, tax, procurement and solvency.

47.2 It reviews monthly accounts and variances, annual statements, auditor independence and findings, material contracts, related parties, risk, insurance, fraud, capital plans, borrowing and reserves.

47.3 It may meet privately with the auditor and advisers.

47.4 It makes recommendations and does not replace Committee responsibility.

ARTICLE 48 — MEMBERSHIP, CULTURE AND CONDUCT COMMITTEE

48.1 It supports recruitment, onboarding, engagement, welfare, recognition, inclusion and conduct administration.

48.2 It may assess and recommend applications but final admission remains with the Management Committee meeting.

48.3 An investigator must not sit on the hearing or appeal panel for the same matter.

48.4 Trend reporting must avoid unnecessary personal information.

ARTICLE 49 — MARINE PROGRAMS COMMITTEE

49.1 It oversees sailing, yachting, fishing, education, competitions, officials, affiliations and marine-community programs.

49.2 It maintains event standards, safety systems, appointments, equipment registers, incident reviews and annual plans.

49.3 It has no authority to offer berths, moorings, storage, fuel, repairs or vessel services.

ARTICLE 50 — SAFETY, SECURITY AND CHILD PROTECTION COMMITTEE

50.1 It oversees WHS, emergency plans, security, responsible service, first aid, child safety, contractor safety, incidents and corrective action.

50.2 It receives regular reports on hazards, refusals, removals, injuries, security, child concerns and drills.

50.3 Serious matters must be escalated immediately.

ARTICLE 51 — DELEGATIONS AND RESERVED MATTERS

51.1 A delegations register must identify financial, employment, contractual, operational and regulatory authority.

51.2 The following are not delegable except where law expressly permits:

(a) final membership admission;

(b) expulsion;

(c) approval of annual financial statements;

(d) calling a General Meeting;

(e) adoption of annual budget;

(f) approval of a material related-party transaction;

(g) appointment or removal of auditor;

(h) recommendation of constitutional amendment; and

(i) a matter reserved to members.

51.3 A delegate must act within budget, purpose and limits and may not subdelegate without authority.

51.4 An unauthorised commitment may be ratified only after independent review and does not excuse misconduct.

ARTICLE 52 — COMMITTEE INFORMATION AND DECISION PROTOCOL

52.1 Material proposals must state purpose, options, finances, risks, approvals, conflicts, consultation and recommended resolution.

52.2 Papers should be circulated at least five days before an ordinary meeting. Late papers require chair approval and may be deferred.

52.3 A member may request information reasonably required to discharge duties.

52.4 Confidential papers must be classified, access-controlled and returned or destroyed as required.

52.5 A decision outside strategy or budget must identify authority and funding.

ARTICLE 53 — SENIOR MANAGEMENT GOVERNANCE

53.1 A chief executive or general manager may be appointed under a written position description, contract, delegation and performance framework.

53.2 That person implements strategy, manages personnel and operations, maintains compliance and reports accurately.

53.3 The Committee collectively supervises; individual Committee members must not direct staff without authority.

53.4 Appointment, remuneration, review and termination are reserved to the Committee and managed without conflicts.

53.5 Clear boundaries must exist between Club and Commercial Operator staff.

ARTICLE 54 — RISK MANAGEMENT AND COMPLIANCE

54.1 An enterprise risk register must cover strategic, financial, legal, liquor, safety, child, marine, cyber, environmental, reputation, property and continuity risks.

54.2 Each material risk requires an owner, controls, rating, actions and review date.

54.3 The Committee must approve risk appetite and review material risks at least quarterly.

54.4 A compliance calendar must cover incorporation, annual return, AGM, audit, liquor, food, privacy, insurance, tax, employment, WHS, child safety, planning, fire and affiliations.

54.5 A suspected material breach must be escalated, investigated and notified externally where required.

ARTICLE 55 — INDEPENDENT ADVICE AND GOVERNANCE REVIEW

55.1 Independent legal, financial, safety, planning, liquor, engineering, security, cyber or other advice may be obtained at Club expense where reasonably necessary.

55.2 A Committee member may request independent advice; refusal and reasons must be minuted.

55.3 An external governance review should occur at least every four years and after major failure or structural change.

PART IV — MEMBERSHIP, GUESTS, VISITORS AND RECIPROCAL CLUB BY-LAWS

ARTICLE 56 — MEMBERSHIP ADMINISTRATION

56.1 Membership administration must be lawful, consistent, accurate, timely and respectful of the Club's non-proprietary character.

56.2 The Committee may publish application forms, eligibility criteria, evidence requirements, onboarding steps, annual subscription dates and administrative procedures consistent with Part I and Schedule 1.

56.3 Every application must identify the individual applicant, requested class, residential address, date of birth where relevant, contact details, declarations and consent to these rules.

56.4 A corporate, family, sponsor or hospitality package does not itself admit an individual. Each person requiring Club membership must apply in writing and be approved at a Management Committee meeting.

56.5 The membership office may verify identity, age, address, reciprocal status, qualifications, references and information relevant to safety, integrity, licence compliance or class eligibility.

56.6 Information must not be sought or used for an unlawful discriminatory purpose. A disability, cultural background, gender, vessel ownership status or lack of sailing experience is not of itself a basis for refusal.

56.7 The Secretary must ensure every admission, rejection, deferral, class change, suspension, resignation and cessation is promptly entered in the relevant register.

56.8 The Committee may establish membership capacity limits or waiting lists where reasonably required by facilities, safety, service standards or financial sustainability. Any limit must be published and administered consistently.

56.9 A person must not be represented as an approved member before the Committee resolution, even where an application fee, subscription, event registration or hospitality package has been accepted.

ARTICLE 57 — ONBOARDING, CREDENTIALS AND GOOD STANDING

57.1 A newly admitted member must complete any required induction concerning governance, conduct, guests, liquor, safety, children, marine activities, privacy and emergency procedures.

57.2 The Club may issue a physical or digital membership card, account, access credential, vehicle permit, vessel decal or other identifier. Each remains Club property and may be withdrawn, replaced or disabled.

57.3 A credential is personal to the member and must not be lent, transferred, copied, altered, sold, shared through screenshots or used to facilitate unauthorised entry.

57.4 A member must promptly report loss, compromise or suspected misuse and is responsible for transactions reasonably attributable to the credential until notice is received, subject to consumer law and Club investigation.

57.5 A member is in Good Standing only while financial, not suspended, compliant with enforceable sanctions and not disqualified from the relevant right.

57.6 Good Standing may be confirmed for voting, nomination, reciprocal introduction, member pricing, event entry, burgee use, volunteering or access to restricted facilities.

57.7 A member must keep contact, emergency and other required details current and must not maintain duplicate or misleading accounts.

57.8 On cessation or request, credentials, keys, passes, uniforms, records and Club property must be returned and digital access ceases.

ARTICLE 58 — MEMBER ACCOUNTS, FEES, CREDIT AND ARREARS

58.1 Membership fees, subscriptions, joining fees, levies, activity charges and other amounts must be determined under Article 8 and published before they become payable.

58.2 A statement or invoice may be delivered electronically to the member's nominated address and is taken received in accordance with Article 22.11.

58.3 Member credit is a discretionary facility, not a membership right. It may be subject to application, limit, direct debit, security, age, responsible-service, credit-assessment and suspension conditions.

58.4 The Club or Commercial Operator may require immediate payment, pre-authorisation or deposit for food, beverages, functions, equipment, tickets, merchandise or damage.

58.5 A member must review statements and dispute an item promptly, identifying the amount and grounds. Undisputed amounts remain payable.

58.6 The Club may apply payments to the oldest debt, recover reasonable collection costs where lawful, suspend discretionary credit and restrict non-essential services while an account is overdue.

58.7 A financial hardship arrangement may extend time, stage payments, waive administrative charges or change class. It must be documented, confidential and applied consistently.

58.8 No founder, Committee member, sponsor, employee or related person may obtain undisclosed credit, waiver, rebate, complimentary benefit or priority collection treatment.

58.9 A subscription or fee paid to the Club must not be treated as prepaid hospitality credit unless a clearly documented, lawful arrangement allocates and accounts for the separate components.

58.10 Membership cessation does not extinguish amounts due, chargeback liability, damage claims, event obligations or lawful recovery rights.

ARTICLE 59 — MEMBER-INTRODUCED GUESTS

59.1 A Financial Member may introduce guests into a Restricted Club Area or Club Licensed Area subject to Liquor Law, capacity, area restrictions, event conditions and any guest limit published by the Club.

59.2 The introducing member must, unless an authorised arrangement states otherwise:

(a) be present when the guest enters the relevant Club area;

(b) ensure any guest register or entry process required by Liquor Law or Club policy for that area is completed before service or use;

(c) remain in the guest's company while required by Liquor Law;

(d) explain applicable rules and directions;

(e) take reasonable steps to supervise conduct; and

(f) ensure departure when the member leaves or entry authority ends.

59.3 A person using a Designated Public Hospitality Area as a customer of the Hospitality Operator is not a member-introduced guest merely because a member made the booking, invited the person socially or is present in the same area.

59.4 A guest has no vote, nomination right, member inspection right, entitlement to member credit or right to introduce another guest.

59.5 A guest may be required to provide proof of identity, age, residence, contact details, relationship to the member and any information required by law.

59.6 A member must not facilitate repeated guest entry to avoid membership, a suspension, exclusion, debt, visitor-distance rule, capacity limit or other lawful control.

59.7 The Club may limit the number, frequency, times, areas or activities available to guests and may require a guest fee, ticket, wristband or booking.

59.8 A member may be held accountable under Article 11 for knowingly introducing an excluded person, giving false guest information or seriously failing to supervise, but is not automatically liable for every independent act of an adult guest.

59.9 A guest may be refused service, directed, removed or excluded without determining any disciplinary question concerning the member.

59.10 A minor guest is additionally subject to Part X and Liquor Law.

ARTICLE 60 — VISITORS, FUNCTION ATTENDEES AND DAY PARTICIPANTS

60.1 A person entering a Designated Public Hospitality Area under the Hospitality Operator's public trading authority is a patron of the Hospitality Operator and is not a Club visitor solely because of that entry.

60.2 A public hospitality patron is not required to become a member or complete the Club's visitor register unless Applicable Law, a licence condition, the approved premises structure or later entry into a Club Licensed Area or Restricted Club Area requires it.

60.3 The Hospitality Operator may require a restaurant booking, event ticket, function list, pool day pass, cabana booking, wristband, contact information, age evidence, identification, exclusion check, waiver or security condition where lawful and proportionate. Those are Operator access records, not Club membership or voting records.

60.4 A person seeking entry to a Club Licensed Area or Restricted Club Area may enter only under a lawful category, including an eligible visitor under Liquor Law, an Applicant within the authorised period, a reciprocal club member, a function attendee, a person attending a Club activity or another person permitted by law and these rules.

60.5 The Club may require a Club visitor to establish ordinary residence, purpose of entry, event registration, reciprocal credentials, age, identity and any other fact necessary to establish the lawful category.

60.6 A function or activity attendee may access only the approved area, time, services and purpose. Attendance at a public or private function does not permit unrestricted use of member areas.

60.7 A visitor or public hospitality patron has no vote, office, member credit, reciprocal introduction, register-inspection or Association Property right.

60.8 Every entrant must comply with applicable by-laws, licence conditions and lawful directions and may be refused or removed for safety, liquor, security, capacity, conduct or licence reasons.

60.9 Staff must use the actual lawful entry basis and must not falsely describe a local person as a tourist, visitor, temporary member or function attendee to avoid a licence requirement.

60.10 A sales meeting, contractor attendance, delivery, regulator inspection or employment duty is not member or visitor access and must be controlled under the relevant work or business process.

ARTICLE 61 — ENTRY REGISTERS, IDENTIFICATION AND PRIVACY

61.1 The Secretary must maintain every member, guest, visitor, reciprocal, function and applicant register required for a Club Licensed Area by Liquor Law and must keep it available for lawful inspection.

61.2 A Club guest or visitor register must contain the particulars required by law, including name and current place of residence or reciprocal-club details where applicable, and must recognise every statutory exemption. These rules must not impose a Club register on a reciprocal club member where the law exempts that person unless the Committee deliberately adopts a stricter lawful policy after considering the effect on access.

61.3 A public hospitality booking, pool day pass, event list, restaurant reservation, security log or customer record held by the Hospitality Operator is separate from the Club's statutory registers. It must be collected, controlled and retained by the responsible entity under privacy law, the Operator Liquor Licence and the Hospitality Lease.

61.4 No universal Club sign-in requirement applies merely because a non-member enters a Designated Public Hospitality Area, provided the approved licence and premises structure does not require Club registration for that area.

61.5 Information collected at entry must be limited to lawful and operational purposes, which may include liquor compliance, safety, security, capacity, emergency response, incident investigation, bookings, facility access and membership administration.

61.6 A person must not provide false, incomplete or another person's details, use an altered credential or obstruct an authorised identity or age check.

61.7 The Club or Hospitality Operator may use electronic sign-in, document scanning or identity-verification technology where lawful, proportionate and covered by privacy notices and retention controls.

61.8 Entry information must not be used by members, staff, contractors or an Operator for unrelated personal solicitation, stalking, political campaigning or commercial marketing without lawful consent.

61.9 An investigator or authorised regulator must be given access required by law. Other access is restricted to authorised personnel with a need to know.

61.10 Registers and access records must be retained for the period required by law and securely destroyed when no longer required, subject to incidents, claims and legal holds.

61.11 Refusal to provide information that is lawfully required for the relevant area or service may result in refusal of entry without refund where the condition was disclosed and lawful.

ARTICLE 62 — RECIPROCAL CLUBS

62.1 The Committee may enter a formal reciprocal arrangement with a bona fide yacht, sailing, boating, sporting, social or community club whose standards and legal status are satisfactory.

62.2 The Secretary must keep the required list of reciprocal clubs on the Club Premises and maintain the supporting agreements and contact details.

62.3 A reciprocal club member must present current membership evidence and proof of identity. The person must complete a register only where Liquor Law, a licence condition or a deliberately adopted Club policy requires it; evidence of reciprocal membership must be handled in the manner that preserves any statutory exemption.

62.4 Reciprocal access is a privilege subject to the agreement, capacity, licence, events, member-only areas, length-of-stay limits and these by-laws.

62.5 A reciprocal visitor does not become an ABYC member, may not vote or hold office and may not use reciprocity as permanent local access.

62.6 ABYC members visiting another club must comply with that club's rules, behave in a manner protecting ABYC's reputation and pay their own charges.

62.7 The Club may investigate a complaint from or about a reciprocal club and may suspend an individual's reciprocal privilege or terminate an arrangement.

62.8 Reciprocity must not grant a Commercial Operator or loyalty-program customer rights equivalent to Club membership without individual admission under Article 7.

ARTICLE 63 — APPLICANTS, HONORARY RECOGNITION AND TEMPORARY STATUS

63.1 An Applicant may receive only the temporary entry and liquor rights expressly authorised by law during the prescribed period after receipt of the written application.

63.2 Applicant access ends on approval, rejection, withdrawal or expiry of the statutory period, whichever first occurs. Repeated applications must not be used to extend temporary access improperly.

63.3 An Honorary Member may be appointed under Schedule 1 for distinguished service, visiting official duty, sporting achievement or community contribution. Honorary status does not carry a vote and may be time-limited.

63.4 Honorary recognition must not be sold, granted as commercial consideration or used to avoid normal admission requirements.

63.5 A patron, event entrant, hotel guest, corporate guest, sponsor invitee, VIP-program customer or Commercial Operator customer is not a Club member merely because the word member, founder, ambassador, partner or VIP appears in a commercial program.

63.6 Temporary, honorary and minor members may not vote at any Club meeting.

63.7 A short-term activity registration, course enrolment or competition entry may create participant rights only for the stated activity and period and remains subject to the relevant event conditions.

ARTICLE 64 — JUNIOR, YOUNG-ADULT AND FAMILY PARTICIPATION

64.1 Junior participation must advance the Club's sporting and community objects while complying with Part X, Liquor Law and child-safety requirements.

64.2 A Junior Member has the activity and facility rights stated in Schedule 1 but no vote, proxy, office, liquor entitlement or right to introduce guests.

64.3 A parent or guardian must sign the application and relevant consents, provide emergency information and remain responsible for matters not assumed by the Club in writing.

64.4 A Young Adult Member aged at least 18 has the voting rights in Schedule 1 while eligible and in Good Standing.

64.5 A family package is a fee arrangement, not a single legal membership. Each adult and child must have the appropriate individual status and records.

64.6 Transfer from Junior to Young Adult or another class occurs under Article 10 and does not happen automatically where an application, consent, fee or Committee decision is required.

64.7 Junior access to bars, licensed areas, pools, changing areas, vessels, events and entertainment may be limited by law, supervision arrangements and published conditions.

64.8 The Club may subsidise junior programs, but any selection, scholarship or fee assistance must use transparent criteria and conflict controls.

ARTICLE 65 — LEAVE, HARDSHIP, RECLASSIFICATION AND REINSTATEMENT

65.1 A member may apply for leave of absence because of health, caring duties, relocation, military service, extended travel, financial hardship or another substantial reason.

65.2 Leave may preserve membership history but ordinarily suspends voting, guest, reciprocal and facility rights unless the approval states otherwise.

65.3 The Committee or delegate may approve reduced fees, deferment or temporary transfer to a non-voting class under a published framework.

65.4 A member returning from approved leave must satisfy any reactivation requirements, outstanding obligations and current eligibility conditions.

65.5 A former member may apply for reinstatement. Prior service may be recognised, but reinstatement is not automatic and requires Committee approval where it constitutes admission.

65.6 A person previously expelled or excluded must disclose that history and satisfy Article 11.12 and any safety, restitution or rehabilitation conditions.

65.7 Class reclassification must not be used to manipulate an election, quorum, special-resolution threshold or disciplinary outcome.

ARTICLE 66 — MEMBER COMMUNICATIONS, CONSULTATION AND CANVASSING

66.1 Official member communications may be delivered through email, member portal, website, noticeboard, post, meeting or another reliable channel determined by the Committee.

66.2 A member must nominate an address for notices and is responsible for checking official communications, including emergency and meeting notices.

66.3 The Club may conduct surveys, forums and consultations, but they do not replace a General Meeting decision where these rules require one.

66.4 A Voting Member may communicate about a properly called General Meeting or election through a fair member-communication process approved under Article 24.

66.5 The statutory Register of Members must not be copied or used for unrelated commercial promotion, harassment, mass unsolicited communication or data enrichment.

66.6 A candidate, requisitioning member or proposer must comply with privacy, election, defamation, confidentiality and campaign rules and must not offer gifts, hospitality, employment, fee waivers or other inducements for a vote.

66.7 Official Club channels must not be used to favour an election candidate or faction, except for equal neutral information and ordinary office communications.

66.8 A petition, open letter or member group has no authority to direct employees, represent the Club or access confidential records unless a valid resolution or delegation provides otherwise.

PART V — CLUBHOUSE, CONDUCT, DRESS AND PROPERTY BY-LAWS

ARTICLE 67 — GENERAL STANDARD OF CONDUCT

67.1 Every person on Club Premises or participating in a Club activity must behave lawfully, safely, courteously and consistently with the dignity of a leading yacht club.

67.2 A person must comply promptly with a lawful direction from an authorised manager, security officer, race official, safety officer, child-safety officer or Committee member acting within authority.

67.3 Prohibited conduct includes violence, threats, intimidation, abuse, fighting, disorderly behaviour, deliberate obstruction, dangerous horseplay, vandalism, theft, fraud and conduct likely to provoke a breach of the peace.

67.4 A person must not interfere with operations, staff duties, emergency equipment, access controls, cameras, alarms, races, officials, performers, other patrons or neighbouring premises.

67.5 Members must use proper governance and complaint channels rather than confronting employees, suppliers or other members aggressively.

67.6 A person must leave an area or the premises when directed and may seek review afterward through the appropriate process.

67.7 The Club may set higher ceremonial, sporting, safety or presentation standards for specified areas and events provided they are published and applied reasonably.

ARTICLE 68 — RESPECT, EQUALITY, HARASSMENT AND PERSONAL BOUNDARIES

68.1 The Club does not tolerate unlawful discrimination, sexual harassment, bullying, stalking, vilification, victimisation or harassment based on protected or personal attributes.

68.2 Conduct may breach this Article whether verbal, physical, visual, written, digital or carried out through another person.

68.3 Sexual comments, unwanted touching, persistent pursuit after refusal, invasive photography, deliberate exposure, coercion and retaliation are prohibited.

68.4 Reasonable management action, race officiating, safety direction, performance feedback or enforcement conducted appropriately is not bullying merely because it is unwelcome.

68.5 A person asked reasonably to stop intrusive or disrespectful conduct must do so immediately.

68.6 Complaints must be handled sensitively, without prejudgment, and with procedural fairness and protective measures proportionate to risk.

68.7 Retaliation against a complainant, witness, support person, investigator or decision-maker is separate misconduct.

68.8 Cultural, accessibility and communication needs should be accommodated where reasonably practicable without compromising safety or law.

ARTICLE 69 — DRESS, PRESENTATION AND CEREMONIAL STANDARDS

69.1 Dress must be clean, presentable, safe and appropriate to the area, time and activity.

69.2 The Committee may publish dress categories for formal dining, members' lounge, pool, marine activity, competition, workplace, ceremonies and special events.

69.3 Bare feet, wet swimwear, high-visibility workwear, offensive imagery, unsafe footwear or excessively soiled clothing may be restricted in specified indoor or formal areas.

69.4 Religious, cultural, disability and medical dress or aids must be reasonably accommodated unless a specific safety requirement cannot be addressed otherwise.

69.5 Club uniform, blazer, badge, rank insignia and ceremonial dress may be worn only in accordance with Article 152 and published protocol.

69.6 Staff and security may discreetly request correction, offer an alternative or refuse access to a restricted area. Enforcement must be respectful and non-discriminatory.

69.7 Dress standards must not be used to exclude a person because of wealth, occupation, vessel ownership or fashion preference where the stated standard is otherwise met.

ARTICLE 70 — ACCESS, ZONES, BOOKINGS AND CAPACITY

70.1 Access is governed by the legal and operational status of the relevant area: Designated Public Hospitality Area, Club Licensed Area, Restricted Club Area, staff-only area or another approved zone.

70.2 The Club may designate member-only, Founders' ceremonial, committee, administration, marine-program, child-program and other Restricted Club Areas. The Hospitality Lease must designate the Main Bar, Restaurant, Pool, Pool Bar, function and other public hospitality areas that the Hospitality Operator is authorised to operate.

70.3 A Designated Public Hospitality Area may be open to the public without Club membership or Club visitor sign-in only to the extent permitted by the approved licence, premises plan, capacity, booking, age, security and operating conditions.

70.4 The Management Committee or its delegate sets and publishes operating hours for Club-controlled areas. The Hospitality Operator sets and publishes operating hours for Designated Public Hospitality Areas subject to the Hospitality Lease, Operator Liquor Licence, planning and development conditions, service standards and any lawful direction of an approved manager or regulator.

70.5 Exact opening and closing times are operational settings and are not fixed by these rules. Different hours may apply by area, day, season, event, maintenance period or licence authority, and may be changed without amending the constitution.

70.6 Current hours must be published through appropriate website, booking, application, premises signage or member communications. Publication does not extend a liquor licence or override an approval condition.

70.7 A booking or reservation grants only the specified table, room, area, time and service and does not confer possession or exclusionary rights beyond the confirmation.

70.8 Members must not reserve, occupy, rope off or claim an area without authority, and unattended personal items may be relocated.

70.9 Capacity and emergency egress limits must never be exceeded. Entry may be paused or declined even to a member where lawful capacity has been reached.

70.10 Access controls, wristbands, keys, passes and door codes must not be bypassed or shared.

70.11 Plant rooms, roofs, kitchens, bars, cash rooms, loading areas, construction zones and staff-only areas may be entered only by authorised persons.

70.12 The Club or Hospitality Operator, within its responsibility, may close all or part of an area for maintenance, private events, emergencies, weather, security, licence compliance or operational necessity without creating a general right to compensation.

ARTICLE 71 — CLUB PROPERTY, EQUIPMENT, DAMAGE AND LOST PROPERTY

71.1 Club furniture, vessels, sports equipment, technology, artworks, flags, documents, keys, tools and facilities must be used only for their intended purpose and with required authority or competence.

71.2 A person must not remove, alter, repair, decorate, attach signage to, connect equipment to or dispose of Club property without approval.

71.3 Damage, malfunction, loss or hazard must be reported immediately and the area secured where safe.

71.4 A person responsible for deliberate, reckless or negligent damage may be required to pay the reasonable repair, replacement, cleaning, professional and consequential costs, subject to evidence and procedural fairness.

71.5 The Club may require a bond, security or damage authorisation for events, equipment, keys, vessels or facilities.

71.6 Personal property is brought at the owner's risk except to the extent law imposes liability. Valuable items should not be left unattended.

71.7 Lost property must be delivered to the designated point, recorded where material and held for the published period before lawful disposal or donation.

71.8 A person must not search staff-only storage, access CCTV or obtain another person's details to recover lost property without authority.

ARTICLE 72 — SMOKING, VAPING, DRUGS, WEAPONS AND ANIMALS

72.1 Smoking and vaping are prohibited except in a lawfully designated area and remain subject to smoke-free distances, food-service restrictions and event conditions.

72.2 A person must not possess, use, supply or facilitate an unlawful drug on Club Premises or at a Club activity.

72.3 Medication must be used lawfully and stored safely. A person whose condition or medication affects safe participation must follow relevant disclosure and fitness requirements.

72.4 Weapons, imitation weapons, explosives, fireworks, dangerous articles and unauthorised knives are prohibited except where lawfully carried by police, security or an approved contractor for a legitimate purpose.

72.5 Flares and marine safety devices may be possessed only for approved vessel or training purposes and must be stored and handled under safety rules.

72.6 Assistance animals are permitted as required by law. Other animals may enter only under a published pet policy, event approval or operational need.

72.7 An animal handler must maintain control, hygiene and safety and remove the animal if it creates a lawful exclusion ground not capable of reasonable accommodation.

ARTICLE 73 — PHOTOGRAPHY, FILMING, RECORDING AND DIGITAL CONDUCT

73.1 Casual personal photography is permitted unless restricted by privacy, child safety, change-room rules, event rights, security, commercial arrangements or a reasonable direction.

73.2 Photography or recording is prohibited in toilets, showers, change rooms, treatment areas and any place where a person reasonably expects bodily privacy.

73.3 Commercial photography, professional filming, drones, live streaming, media interviews and use of production equipment require prior written approval.

73.4 A person must not publish content that unlawfully identifies a child, exposes security controls, discloses confidential information, prejudices a proceeding, harasses another person or falsely represents Club endorsement.

73.5 An official meeting, hearing or investigation may be recorded only with authority and notice. Secret recording is subject to law and may constitute misconduct where it breaches privacy, confidence or process integrity.

73.6 The Club may use general crowd and event imagery under its privacy notices. Reasonable requests not to use an identifiable close-up for promotion should be respected where practicable.

73.7 A member remains responsible for conduct in private messaging groups or online forums where it has a sufficient connection with the Club, members, staff or activities.

ARTICLE 74 — SOLICITATION, MEMBER BUSINESSES AND CONFLICTING USE

74.1 A member must not solicit customers, distribute promotional material, conduct sales, recruit staff, hold a commercial display or use member data on Club Premises without written authority.

74.2 Informal professional networking is permitted where it is respectful, non-intrusive and does not imply Club endorsement.

74.3 A member directory, event list, sponsor list, supplier information or booking data must not be mined for commercial leads.

74.4 A business owned by a member, founder or Committee member has no procurement preference and must use the ordinary disclosure and procurement process.

74.5 Political campaigning, religious proselytising, fundraising and petitioning may be limited to approved forums so that ordinary Club use is not disrupted.

74.6 No person may conduct an unauthorised tour, property inspection, investment presentation, product demonstration or media activation under the appearance of a Club activity.

74.7 The Club may approve sponsor activations, exhibitions and member-business events on transparent terms consistent with Article 102.

ARTICLE 75 — SERVICE COMPLAINTS, MEMBER CONCERNS AND IMMEDIATE REMEDIES

75.1 A service concern should first be raised calmly with the duty manager or responsible employee so it may be addressed promptly.

75.2 A governance, disciplinary, safety, child-protection, whistleblowing, employment, sporting or privacy matter must be routed to the specific process governing it.

75.3 A written complaint should identify the date, place, persons, facts, evidence, immediate response and outcome sought.

75.4 The Club should acknowledge a non-urgent written complaint within seven days and provide reasonable updates, subject to privacy and procedural fairness.

75.5 Staff may offer a lawful refund, replacement, credit, apology or other service recovery within delegation, without admitting legal liability.

75.6 A complainant is not entitled to confidential employment, disciplinary or personal information about another person merely because a complaint was made.

75.7 Knowingly false, abusive, threatening or repetitious complaints without new material may be restricted after reasons are recorded, while preserving genuine safety and legal reporting channels.

75.8 A complaint does not suspend an immediate direction; review follows compliance.

PART VI — LIQUOR, HOSPITALITY AND COMMERCIAL OPERATOR BY-LAWS

ARTICLE 76 — LIQUOR-LICENCE SEPARATION, AUTHORITY AND GOVERNANCE PRIMACY

76.1 Liquor may be sold or supplied only by the holder of the applicable liquor licence or its authorised personnel, within the licensed premises, approved areas, trading hours, entrant categories and conditions.

76.2 The Hospitality Operator must obtain and maintain the Operator Liquor Licence in its own name for liquor trade in every Designated Public Hospitality Area. It must not commence or continue liquor trade until the licence or interim authority, premises plan, trading hours and all conditions required for that operation are effective.

76.3 The Hospitality Operator, its licensee representative and approved managers are responsible for day-to-day liquor compliance in the Designated Public Hospitality Areas, including responsible service, RSA training, approved managers, minors, intoxication, incidents, promotions, security, noise, records and regulator dealings.

76.4 The Club retains governance and landlord or contract oversight but is not the hospitality licensee, employer or day-to-day liquor manager for a Designated Public Hospitality Area merely because it owns, occupies or brands the Club Premises. Nothing excludes a statutory duty that law expressly imposes on the Club.

76.5 If the Club holds a community club licence for a separately approved Club Licensed Area, the principal activity under that licence must remain provision of facilities and services to members and achievement of the Club's objects. The Club must remain non-proprietary and comply with the entrant and register rules applicable to that licence.

76.6 The Club and Hospitality Operator must maintain separate licences, approved plans, RAMPs or equivalent compliance plans, approved managers, signs, stock controls, point-of-sale systems, incident records and staff instructions unless a written approval expressly permits a shared arrangement.

76.7 Public signage, websites, menus, invoices, bookings and marketing must accurately identify the responsible licensee and must not imply that Club membership changes the licence, age, intoxication, takeaway, delivery or trading-hour restrictions.

76.8 No Committee resolution, member vote, Hospitality Lease term, booking, sponsorship or commercial target may require a person to breach responsible-service, licence, safety or regulator obligations.

76.9 A suspected material liquor breach must be escalated immediately to the responsible licensee and approved manager and to the Club where the Hospitality Lease, safety or reputation is affected, and must be notified to authorities where required.

76.10 Liquor-related by-laws and constitutional amendments must be notified to the liquor regulator within the prescribed period where applicable and do not take effect earlier than law permits.

ARTICLE 77 — RESPONSIBLE SERVICE, INTOXICATION, MINORS AND HARM MINIMISATION

77.1 Liquor must be served responsibly by appropriately trained and authorised personnel.

77.2 Service must be refused where required because a person is unduly intoxicated, disorderly, a minor without lawful entitlement, subject to an exclusion, unable to establish age or otherwise ineligible.

77.3 A person must not buy or obtain liquor for an underage, intoxicated, excluded or otherwise ineligible person.

77.4 Acceptable evidence of age must comply with current law and policy. A membership credential alone need not be accepted as proof of age.

77.5 The Club must make water, food where required, low- and no-alcohol choices, safe-transport information and reasonable harm-minimisation measures available.

77.6 Drinking games, rapid-consumption devices, promotions encouraging excessive or irresponsible drinking and conduct inconsistent with regulator guidelines are prohibited.

77.7 A patron may be asked to stop drinking, consume water or food, move to a safer area, arrange transport or leave. Refusal to cooperate may result in removal and discipline.

77.8 A minor's presence in a licensed area is subject to law, licence conditions, supervision and event controls. No by-law gives a minor a liquor entitlement.

77.9 Staff must record refusals, removals, medical events and other incidents in the approved system and preserve relevant evidence.

77.10 Members and officers must not pressure staff to serve a person, extend hours, ignore age evidence, alter an incident record or provide unauthorised complimentary liquor.

ARTICLE 78 — LAWFUL ENTRANT AND SUPPLY CATEGORIES

78.1 This Article governs entry and liquor supply under a community club licence or another liquor authority held by the Club. It does not convert a lawful patron of the Hospitality Operator into a Club member, guest or visitor.

78.2 Entry and liquor supply in a Club Licensed Area must be based on the person's actual lawful category, which may include:

(a) a Club member;

(b) a member of a formally reciprocal club;

(c) an Applicant during the period authorised by law;

(d) a guest in the company of an eligible member or reciprocal member;

(e) a qualifying visitor by ordinary place of residence;

(f) a person attending an authorised function or Club activity;

(g) a lawful day participant in a sport or game; or

(h) another category expressly authorised by the licence or law.

78.3 Entry and supply in a Designated Public Hospitality Area are governed by the Operator Liquor Licence and the actual authority of that licence. Public hospitality access must not be disguised as temporary Club membership or a fictitious visitor category.

78.4 Staff must not invent a category or rely on a marketing label such as VIP, partner, resident, tourist, founder guest or corporate member where the legal criteria are not met.

78.5 The correct Club register must be completed before supply where required for a Club Licensed Area, subject to every statutory exemption. Operator booking and patron records must be completed where required under the Operator Liquor Licence or operating conditions.

78.6 A guest's authority may depend on remaining in the member's company. The member must not leave the guest behind where that would end the lawful basis for supply.

78.7 An event or function must have sufficient booking, attendee and area records to establish its lawful basis and the responsible contracting and licensed entity.

78.8 A person may hold more than one possible category, but staff must use a genuine category supported by available evidence.

78.9 The Club or Hospitality Operator may impose stricter entry conditions than the minimum law where reasonable for safety, capacity, member amenity or risk.

ARTICLE 79 — HOSPITALITY LEASE AND APPOINTMENT OF THE HOSPITALITY OPERATOR

79.1 The Club may grant the Hospitality Operator occupation and operational control of the Designated Public Hospitality Areas only under a written Hospitality Lease.

79.2 The Hospitality Operator must be a separate legal entity from the Club. Its shareholders, directors, employees, customers and creditors obtain no membership, voting, office, Association Property, surplus or constitutional rights merely through the Hospitality Lease.

79.3 Subject to the Hospitality Lease and Applicable Law, the Hospitality Operator is solely responsible for the day-to-day public hospitality business, including:

(a) restaurants, bars, pool and pool-bar service, functions, events, catering and any approved retail or delivery activity;

(b) recruitment, employment, direction, wages, superannuation, industrial obligations and discipline of hospitality personnel;

(c) menus, pricing, procurement, suppliers, stock, point-of-sale, merchant facilities, refunds, promotions and customer service;

(d) food-business, food-safety, public-pool, health, liquor, RSA, approved-manager, security, WHS, privacy, consumer, tax and other operational compliance;

(e) insurance, licences, permits, inspections, maintenance and records allocated to it; and

(f) all commercial risk, liabilities and claims allocated to it by law or the Hospitality Lease.

79.4 The Hospitality Operator must obtain, maintain and renew in its own name the Operator Liquor Licence and every other licence, permit, registration and approval required for its operations. The Club is not required to make its community club licence available to the Operator.

79.5 Hospitality revenue and operating profit belong to the Hospitality Operator after payment of rent, outgoings, the Club Operating Contribution and every other amount due under the Hospitality Lease. No Hospitality Operator revenue or profit belongs to the Club merely because the business trades from Club-branded premises.

79.6 The Hospitality Operator must not approve or reject Club membership, set voting eligibility, appoint or remove Committee members, control discipline, determine Club programs, access the Register of Members for unrelated purposes or represent itself as owner of the Club.

79.7 The Management Committee retains governance of the Club and oversight as lessor and contract principal but must not direct the Hospitality Operator's employees, menus, prices, suppliers, procurement, service decisions or liquor compliance outside an express contractual or legal right.

79.8 Operating hours for Designated Public Hospitality Areas are operational matters for the Hospitality Operator within the Hospitality Lease, licence, planning and safety conditions. The Club may enforce contractual service standards and closures but must not direct unlawful trading.

79.9 Appointment, renewal and material variation must comply with Articles 19, 27 and 82 and Part XIII. A related Hospitality Operator requires independent benchmarking, non-conflicted approval and enhanced reporting.

79.10 The Club must retain sufficient contract-management capability, information, access, inspection, step-in and contingency rights to protect members, assets, legal compliance and continuity.

79.11 The arrangement must not be structured as an undisclosed distribution of Club income or property, a transfer of member control or a transfer of substantially all Club operations without the approval required by Article 27.

79.12 No Hospitality Operator may commence occupation or trade before the Hospitality Lease, licence approvals, insurance, premises handover, financial security, cost-recovery schedule and operational interface controls required by the agreement are complete.

ARTICLE 80 — MINIMUM TERMS OF AN OPERATING AGREEMENT

80.1 The Hospitality Lease and every material operating agreement must clearly state:

(a) the legal parties, guarantors, premises, approved plans and service scope;

(b) exclusive or shared occupation, public access, member access, keys, security and interface boundaries;

(c) term, options, commencement conditions, handover, make-good and transition;

(d) the Operator Liquor Licence, food, public-pool and other approvals, conditions precedent and allocation of regulatory responsibility;

(e) the separation between Designated Public Hospitality Areas, Club Licensed Areas and Restricted Club Areas, including guest, visitor, booking and register obligations;

(f) service standards, operating hours, pricing principles, member benefits, bookings, refunds and complaint handling;

(g) staffing, employment, industrial, training, RSA, approved-manager, safety and child-protection obligations;

(h) the financial model, including base rent, outgoings, Approved Club Costs, Club Operating Contribution, prudent reserves, annual budget, payment timing, reconciliation, GST, tax, stock and no-double-recovery controls;

(i) ownership of hospitality revenue and profit and the exact payments belonging to the Club;

(j) repairs, maintenance, utilities, cleaning, waste, pest control, security, capital replacement and asset responsibility;

(k) data ownership, privacy, cyber security, system access, booking records and lawful information sharing;

(l) intellectual property, signage, marketing, domains, sponsor rights and Club brand standards;

(m) insurance, indemnity, liability, security, guarantee and incident notification;

(n) audit, inspection, records, licence evidence, financial verification and performance reporting rights;

(o) conflicts, related-party controls, market review and prohibition of secret commissions;

(p) default, cure, step-in, suspension, termination, insolvency and business-continuity rights;

(q) dispute resolution, governing law and expert determination where appropriate;

(r) express preservation of Club governance, non-profit and non-proprietary status; and

(s) return of Club property, data, credentials, signage and records on expiry or termination.

80.2 The agreement must identify which entity is employer, supplier, merchant of record, food-business operator, public-pool operator, liquor licensee, event contracting party, privacy controller and holder of customer funds for each activity.

80.3 Shared systems, staff or premises must have written allocation, agency, access and reconciliation controls so legal responsibility, money and records are not blurred.

80.4 The Club must have rights to obtain operational, licence and financial information sufficient to verify compliance, fair value, payment of Approved Club Costs and member service.

80.5 Renewal or material variation must undergo the same conflict, valuation, legal and approval discipline as the original appointment.

80.6 The Hospitality Operator's obligation to fund Approved Club Costs does not confer a right to determine membership, elections, discipline, Club budgets, reserves, programs or governance.

80.7 A side letter, verbal promise or informal founder arrangement is invalid against the Club unless properly approved, documented and executed.

ARTICLE 81 — FINANCIAL SEPARATION, COST RECOVERY AND NON-PROFIT TREATMENT

81.1 Club subscriptions, donations, grants, sponsorship receipts and Association Property must be separately identified from Hospitality Operator revenue and assets.

81.2 Each entity must maintain its own bank, accounting, tax, payroll, stock, contract and insurance records except for expressly documented agency or shared-service arrangements.

81.3 Point-of-sale and payment systems must identify the merchant of record, applicable terms, refunds, chargebacks, tax and revenue owner.

81.4 Approved Club Costs may include, to the extent reasonable, properly incurred and approved:

(a) governance, secretarial, membership, election, meeting, records and administration costs;

(b) accounting, audit, legal, tax, valuation, regulatory, licence and compliance costs;

(c) insurance, rates, statutory charges and premises outgoings lawfully allocated to the Club;

(d) utilities, cleaning, waste, security, communications, software, cyber security and office costs;

(e) repairs, maintenance, inspections, testing, replacement and approved lifecycle or capital reserves for Club assets and areas;

(f) WHS, emergency, fire, cyclone, first aid, child safety, training and risk-management costs;

(g) sailing, fishing, marine, community, member, ceremonial and governance programs approved in the annual budget; and

(h) another cost approved by the non-conflicted Committee as necessary for the Club and permitted by these rules.

81.5 The Hospitality Lease must require the Hospitality Operator to pay, bear or reimburse all Approved Club Costs and all premises outgoings allocated to it, through direct supplier payment, reimbursement, base rent, the Club Operating Contribution or a stated combination.

81.6 Before each financial year, the Committee must approve an auditable Approved Club Costs budget and prudent reserve schedule. The annual Club Operating Contribution must be calculated so those amounts are fully funded after crediting only unrestricted Club income genuinely available for the same costs and any other agreed funding.

81.7 Restricted grants, donations, sponsorship or funds may be credited against the contribution only where their terms lawfully permit. Member subscriptions may be retained for member and Club purposes or credited only as the approved budget expressly provides.

81.8 Payments must be made in advance or at the intervals stated in the Hospitality Lease and reconciled by an annual true-up against actual Approved Club Costs and approved reserve contributions. The method must prevent double recovery, unsupported charges, cost shifting and use of Club funds for Hospitality Operator expenses.

81.9 An underpayment identified by the true-up is payable by the Hospitality Operator within the agreed period. An overpayment may be credited against a later contribution or otherwise adjusted under the Hospitality Lease after preserving liabilities, restricted funds, solvency and approved reserves; it must not be distributed to members.

81.10 The Club alone approves its budget, programs and reserves through the proper governance process. The Hospitality Operator may verify invoices and contractual eligibility and may use agreed audit rights, but does not obtain control over expenditure, membership or policy merely because it funds Approved Club Costs.

81.11 The intended annual operating result of the Club is cost recovery after prudent reserves, not distributable profit. A surplus or deficit may nevertheless arise from timing, estimates, restricted funds, asset movements, grants or unforeseen events and must be reported accurately.

81.12 Every actual surplus remaining with the Club must be retained and applied solely to its objects, future Approved Club Costs, maintenance, asset replacement, marine and member programs or prudent reserves. No surplus may be paid to members, founders or the Hospitality Operator except a genuine contractual true-up adjustment that is not a distribution of Club profit.

81.13 The Club must not pay a Hospitality Operator expense, guarantee its liability, transfer member funds or provide assets without contractual authority, fair value and proper approval. The Hospitality Operator must not retain Club subscriptions, donations, grants or other Club money beyond agreed settlement terms.

81.14 Shared costs must use a documented allocation method that is reasonable, consistently applied, auditable and reviewed at least annually. Related-party cost allocations require independent benchmarking.

81.15 Member discounts, credits, points, rebates and complimentary benefits must identify who funds and accounts for them and must not conceal a private distribution.

81.16 Club and Hospitality Operator personnel must use accurate titles, email signatures, uniforms, invoices and public descriptions so third parties understand which entity is acting.

81.17 Inter-entity balances must be reconciled monthly and material disputes, arrears or shortfalls reported immediately to the Finance, Audit and Risk Committee.

ARTICLE 82 — RELATED OPERATOR AND RELATED-PARTY SAFEGUARDS

82.1 Where a Hospitality Operator is owned, controlled or materially influenced by a founder, Committee member, senior manager, landlord, lender or close associate, it is a related Operator.

82.2 Before appointment or renewal, the Club must obtain independent evidence addressing market rent, Approved Club Costs, Club Operating Contribution, service scope, risk allocation, pricing, term, exclusivity, termination and alternatives.

82.3 Every conflicted person must comply with Article 19 and must not participate in confidential tender design, evaluation, negotiation, approval or contract-management decisions except to provide requested factual information.

82.4 The non-conflicted Committee must appoint an independent contract owner or adviser where conflicts are pervasive.

82.5 A related Hospitality Operator must report at least quarterly on rent, cost-recovery settlements, service levels, complaints, licences, incidents, related subcontractors, discounts, conflicts and remedial action.

82.6 A material related-party arrangement must be summarised to members at the AGM with the information reasonably necessary for accountability, subject to privilege and genuine commercial confidentiality.

82.7 The Club must not grant an indefinite term, unreviewable exclusivity, automatic ownership of Club goodwill, veto over governance or termination payment designed to make lawful exit impracticable.

82.8 Funding all Approved Club Costs does not permit the Hospitality Operator or a related person to determine the Club budget, cause unnecessary expenditure, reject a lawful reserve or withhold payment to influence a governance decision.

82.9 The Club Operating Contribution, cost allocations and annual true-up for a related Hospitality Operator must be independently reviewed at least annually for contractual compliance, reasonableness, fair value, no double recovery and no disguised distribution.

82.10 A breach of the non-proprietary, licence-separation or cost-recovery safeguards is a material default requiring immediate legal, financial and regulatory review.

ARTICLE 83 — RETAIL, TAKEAWAY, BOTTLE SHOP AND DELIVERY SEPARATION

83.1 A community club licence does not authorise sale or supply of liquor from a facility ordinarily known as a drive-in or drive-through bottle shop.

83.2 Any bottle shop, takeaway retail, delivery, marina delivery or online liquor business must operate only under the licence, entity, premises, planning approval, approved area, age-verification and delivery controls lawfully applicable to it.

83.3 Marketing, websites, ordering systems, invoices and signage must identify the responsible licensee and must not imply that the Club's community club licence authorises an unapproved retail channel.

83.4 Club membership must not be represented as eliminating age, service, delivery, intoxication, location or licence restrictions.

83.5 Where a separate Operator conducts retail activity near Club Premises, physical and system controls must prevent stock, cash, staff, patron and licensed-area confusion.

83.6 Takeaway privileges available under a community club licence must be used only by categories and in circumstances authorised by law and the particular licence.

83.7 Delivery to a vessel, marina, residence or accommodation is not authorised merely because the customer is a member or the Club supports boating.

83.8 The Committee must obtain specific liquor and planning advice before launching or materially changing any takeaway or delivery channel.

ARTICLE 84 — FOOD SAFETY, PROMOTIONS, COMPLIMENTARIES AND CONSUMER PRACTICE

84.1 Food must be prepared, stored, transported and served by the responsible food business under applicable food-safety laws, licences and plans.

84.2 Allergens, dietary requests and food-safety concerns must be handled through published procedures. No representation of absolute allergen absence may be made unless supported by the operation.

84.3 Staff and volunteers must follow hygiene, temperature, contamination, illness-exclusion, cleaning and traceability controls.

84.4 Prices, surcharges, deposits, minimum spends, cancellation terms, member benefits and package inclusions must be disclosed clearly and comply with consumer law.

84.5 Complimentary goods, staff meals, tastings, sponsor stock, discounts, voids and write-offs require authorisation and point-of-sale recording.

84.6 A Committee member, founder or senior manager must not direct unauthorised complimentary supply or alteration of a bill.

84.7 Promotions must not mislead about membership, scarcity, charitable purpose, prize value, sponsor endorsement or licence authority.

84.8 Tips and service charges must be administered under a transparent policy identifying ownership, distribution, tax and treatment of cash and electronic amounts.

84.9 Customer complaints, refunds, chargebacks and food incidents must be recorded against the correct legal entity and escalated where material.

84.10 The Club may conduct tastings and product education only within licence authority and responsible-service controls.

PART VII — SAILING, YACHTING, FISHING AND MARINE ACTIVITY RULES

ARTICLE 85 — MARINE RULES HIERARCHY AND APPLICATION

85.1 Club marine activities are governed by Applicable Law, Maritime Safety Queensland requirements, Australian Maritime Safety Authority requirements where applicable, Australian Sailing prescriptions and rules, World Sailing Racing Rules of Sailing, fisheries law, notices of race, sailing instructions, event conditions and these rules.

85.2 Where instruments conflict, mandatory law and safety directions prevail, followed by the event documents according to their stated hierarchy.

85.3 Participation constitutes agreement to comply with the applicable rules, official decisions, safety requirements, integrity processes and event entry terms.

85.4 The Club may affiliate with Australian Sailing and other recognised bodies and may adopt their codes, policies, disciplinary and appeal systems for relevant activities.

85.5 An event document may modify an operational rule only where the governing sport rules permit and the modification is clearly published.

85.6 A protest, score or sporting appeal process does not determine membership discipline, employment, civil liability or regulatory responsibility unless expressly authorised.

ARTICLE 86 — RESPONSIBILITY OF SKIPPERS, OWNERS AND PARTICIPANTS

86.1 The owner and person in charge of a vessel remain responsible for seaworthiness, registration, equipment, crew, insurance, navigation, weather decisions and compliance with law.

86.2 The decision to start, continue, retire, seek shelter or return remains with the person in charge, notwithstanding Club information, inspection, race management or postponement decisions.

86.3 A Club safety check, equipment check, handicap, entry acceptance or official presence is not a survey, warranty or assumption of the skipper's legal responsibility.

86.4 Every participant must honestly assess health, swimming ability, competence, fatigue, weather exposure and ability to perform the assigned role.

86.5 Required personal flotation devices, safety harnesses, communication, lights, identification and protective equipment must be worn or carried as directed.

86.6 A participant must disclose to the person in charge and event authority any condition materially affecting safe participation, subject to privacy and reasonable accommodation.

86.7 Alcohol or drugs must not impair a person operating a vessel, performing a safety-critical role or participating contrary to law or event conditions.

86.8 A person must report a collision, grounding, injury, person overboard, equipment failure, overdue vessel, environmental release or near miss promptly.

ARTICLE 87 — ENTRY, ELIGIBILITY, QUALIFICATIONS AND INSURANCE

87.1 Entry may require membership or day-participant status, age, competence, class eligibility, vessel documentation, safety declaration, insurance, fees, consent and acceptance of event terms.

87.2 The Club may require evidence of skipper or crew qualifications, radio proficiency, first aid, coaching, officiating, child-safety screening or other competence appropriate to risk.

87.3 A vessel may be required to hold current registration, third-party liability insurance at the published limit, class certificate, rating, measurement or safety-category compliance.

87.4 An entry may be accepted conditionally, rejected or withdrawn where eligibility, capacity, safety, integrity, insurance or documentation is not satisfactory.

87.5 False declarations, substituted participants, concealed vessel changes, manipulated measurement or invalid insurance may result in disqualification and discipline.

87.6 A minor may participate only with the consents, supervision and safeguards stated in Part X and the event documents.

87.7 Reasonable adjustments should be considered for participants with disability, but no adjustment may remove an essential safety requirement.

ARTICLE 88 — VESSEL REGISTER, BURGEE AND IDENTIFICATION

88.1 The Club may maintain a voluntary or activity-specific vessel register recording ownership or authority, vessel name, registration, class, dimensions, contact, insurance and emergency information.

88.2 Entry on the register does not confer a berth, mooring, storage, service, title, security interest, valuation or Club responsibility for the vessel.

88.3 A member must have the owner's authority before registering, entering, displaying the burgee on or making commitments concerning a vessel.

88.4 A vessel representing the Club must display approved identification and comply with ceremonial and competition protocol.

88.5 The member burgee may be flown only by an eligible member in Good Standing and in a manner consistent with Article 152 and maritime custom.

88.6 Flag-officer burgees and marks may be used only by the current office-holder or under approved ceremonial protocol.

88.7 The Club may require removal of a burgee or Club identifier from a vessel used unlawfully, dangerously, fraudulently or in a manner materially damaging the Club's reputation.

88.8 The vessel register must be protected and used only for Club, activity, safety, emergency, affiliation and lawful administrative purposes.

ARTICLE 89 — NO MARINA, BERTH, MOORING OR VESSEL-SERVICE OPERATION

89.1 The Club is not a marina owner or operator and does not, merely by membership or marine programming, provide a berth, mooring, anchorage, storage, launching, haul-out, slipping, fuel, repair, painting, engine testing, waste-pump-out or maintenance service.

89.2 No member has an entitlement to marina access, a berth allocation, priority, discount or service from a third-party marina through Club membership unless a separate written arrangement expressly grants it.

89.3 The Club may provide information, make introductions, coordinate an event or negotiate a member offer with a third party, but does not become principal, agent, guarantor, bailee or service provider unless a written contract expressly states that role.

89.4 A third-party marina, charterer, repairer, transporter or supplier is responsible for its own contracts, facilities, licences, staff, charges and services.

89.5 Members must not instruct marina personnel, occupy berths, move vessels, use utilities or enter operational areas by asserting Club authority.

89.6 Club staff and officers must use wording that accurately distinguishes the Club from every marina or boating-service business.

89.7 If the Club later proposes to operate a marine facility, it must obtain member approval where required, independent legal and technical advice, all licences, insurance and a formal amendment to these by-laws before commencement.

ARTICLE 90 — RACE, REGATTA AND EVENT MANAGEMENT

90.1 The Committee may appoint a race committee, principal race officer, jury, protest committee, measurers, safety officers, scorers and other officials with written or published authority.

90.2 Notices of race and sailing instructions must identify organiser, rules, eligibility, schedule, course, scoring, safety, communications, prizes, risk terms, protests, media and cancellation provisions.

90.3 Officials must act impartially, competently and within the applicable sporting rules. A material conflict must be disclosed and managed.

90.4 The race committee may postpone, shorten, abandon, relocate or modify racing for weather, safety, course, emergency, capacity or legal reasons.

90.5 Results must be calculated and published under the stated scoring system, with corrections and redress processed transparently.

90.6 Race records, entries, waivers, declarations, results, incidents and protest decisions must be retained under Schedule 7.

90.7 Prizes and trophies must be awarded under published criteria. A sponsor or donor may not direct an outcome after competition begins.

90.8 Gambling, match manipulation, deliberate underperformance, collusion, bribery and misuse of inside event information are prohibited.

ARTICLE 91 — MARINE EVENT SAFETY AND WEATHER

91.1 Each material marine event must have a documented risk and safety plan proportionate to location, participant numbers, vessel type, weather, remoteness, minors and support resources.

91.2 The plan should address forecasts, limits, communications, tracking, check-in and return, safety vessels, medical response, missing persons, emergency contacts, refuge, abandonment and incident command.

91.3 Forecasts and warnings must be monitored through reliable sources. A forecast is information, not a guarantee, and participants remain responsible under Article 86.

91.4 Safety and support vessels must be suitable, crewed by competent persons, equipped and operated within lawful capacity and limitations.

91.5 An emergency channel must be kept clear. False, frivolous or obstructive transmissions are prohibited.

91.6 The event authority may require retirement, equipment correction or withdrawal where an immediate safety deficiency is identified.

91.7 A serious incident must trigger emergency response, preservation of logs and tracking data, notification, welfare support and post-event review.

91.8 Lessons and corrective actions must be reported to the Marine Programs Committee and Committee without attributing blame prematurely.

ARTICLE 92 — TRAINING, COACHING, OFFICIATING AND VOLUNTEERS

92.1 Training and coaching programs must use competent instructors, suitable ratios, documented curriculum, risk assessment and emergency arrangements.

92.2 Qualifications and currency required by an affiliation, law, insurer or Club policy must be verified before appointment.

92.3 Coaches and officials working with children must comply with Part X, screening requirements and safe communication practices.

92.4 A trainee must be placed only in conditions and roles appropriate to assessed competence and may be removed from an activity for safety.

92.5 Training vessels and equipment must be inspected, maintained and recorded under an asset and defect system.

92.6 Volunteers must be inducted, supervised and protected by role descriptions, communication plans and reasonable workload controls.

92.7 A volunteer appointment may be withdrawn without disciplinary finding where competence, availability, conflict, safety or program needs require, provided the decision is not unlawfully discriminatory or retaliatory.

92.8 Coaching fees, private lessons and use of Club facilities for commercial instruction require written authority and correct financial treatment.

ARTICLE 93 — FISHING COMPETITIONS AND RECREATIONAL FISHING

93.1 Fishing activities must comply with Queensland fisheries law, marine park zoning, size and possession limits, closed seasons, protected species, gear restrictions and event permits.

93.2 Competition rules must identify eligible species, boundaries, times, methods, measurement or weighing protocol, evidence, release requirements, prizes, verification and protest procedure.

93.3 A catch record, photograph, video, measuring device, timestamp, location or witness declaration must not be falsified, manipulated or reused.

93.4 Live handling, measurement and release must use humane, species-appropriate practices and minimise stress and mortality.

93.5 Prohibited fishing, illegal take, interference with another entrant, concealed assistance, staged capture, purchased catch or substitution results in disqualification and may be reported.

93.6 Junior competition categories require parental consent, safe-supervision arrangements and age-appropriate rules.

93.7 A fishing badge, measuring board, bib, flag, entry kit or Club membership does not authorise fishing where a licence, permit, zone permission or landowner approval is required.

93.8 The Club may require vessel tracking, random inspection, polygraph only where lawful and expressly agreed, expert species identification or other proportionate integrity controls.

93.9 Prizes must be subject to verification, tax and eligibility conditions, and may be withheld while a genuine investigation or protest is resolved.

ARTICLE 94 — PROTESTS, APPEALS, INTEGRITY AND SPORTING DISCIPLINE

94.1 Sporting protests, requests for redress, scoring reviews and appeals must follow the governing sport or competition rules and published time limits.

94.2 A protest committee or jury must be impartial and exclude a person with a material interest or prior involvement creating reasonable apprehension of bias.

94.3 Parties must receive notice of the issue, a reasonable opportunity to present evidence and a written or recorded decision where required.

94.4 A sporting penalty may include scoring adjustment, time penalty, disqualification, loss of prize, event exclusion or referral to an affiliation.

94.5 Serious dishonesty, violence, abuse of officials, doping, match manipulation, illegal fishing or safety misconduct may also be referred under Article 11.

94.6 The same facts may be considered in separate sporting, membership, employment, regulatory and legal processes, but decision-makers must avoid prejudgment and double punishment for the same purpose.

94.7 Confidential integrity information must be shared only with persons who need it for investigation, safety, law, insurance or appeal.

94.8 A participant must not retaliate against an official, complainant, witness or rival or publish material intended to intimidate or prejudice a proceeding.

ARTICLE 95 — MARINE ENVIRONMENT, BIOSECURITY AND WASTE

95.1 Activities must minimise harm to reefs, seagrass, wildlife, water quality, shorelines and culturally or environmentally sensitive areas.

95.2 Participants must comply with marine park zones, anchoring restrictions, speed limits, no-wake areas, wildlife distances and pollution laws.

95.3 Plastics, fishing line, hooks, bait packaging, oil, fuel, sewage, batteries and other waste must not be discharged unlawfully and should be recovered where safe.

95.4 Vessels and equipment should follow applicable biosecurity, antifouling, pest and aquatic-organism controls.

95.5 An environmental incident, spill, wildlife strike, entanglement or illegal discharge must be reported promptly to the appropriate authority and event official.

95.6 The Club may impose event-specific clean-vessel, reusable-item, waste-return, reef-protection and carbon-reduction requirements.

95.7 Environmental education and citizen-science programs must use accurate methods, permissions and data governance.

95.8 A sponsor or commercial objective must not override lawful conservation and marine-park requirements.

ARTICLE 96 — THIRD-PARTY VESSELS, CHARTERS, TRANSPORT AND RESCUE INTERFACE

96.1 A charter, ferry, tender, water taxi, training vessel or support vessel supplied by a third party must be engaged under a written arrangement appropriate to risk.

96.2 The provider must hold required registrations, survey or operational status, certificates, qualified crew, insurance and safety systems.

96.3 The contract must identify passenger responsibility, manifest, weather, cancellation, emergency, accessibility, baggage, alcohol, boarding location and incident reporting.

96.4 Club promotion or booking assistance does not make the Club the vessel operator unless the legal and contractual structure expressly does so.

96.5 Members must follow the master's directions and must not board, disembark, move or overload a vessel contrary to instruction.

96.6 The Club may cooperate with marine rescue, police, harbour, port, marina and emergency services and must not obstruct their statutory command.

96.7 A Club safety vessel is not a guaranteed rescue service. Participants must carry and use required emergency equipment and contact official emergency services when appropriate.

96.8 Costs of an external tow, salvage, medical evacuation, recovery, accommodation or transport remain with the responsible person unless a written arrangement or law provides otherwise.

PART VIII — EVENTS, FUNCTIONS, ENTERTAINMENT, SPONSORSHIP AND COMMUNITY BY-LAWS

ARTICLE 97 — EVENT GOVERNANCE AND CLASSIFICATION

97.1 Every event must be classified according to nature, attendance, areas, liquor, entertainment, children, water activity, temporary structures, traffic, security, noise, public access and financial exposure.

97.2 The Committee must approve an annual events program and delegation framework. High-risk, strategic, related-party or unbudgeted events require Committee approval.

97.3 An event owner must be identified and accountable for planning, contracts, budget, licences, safety, operations, reconciliation and post-event review.

97.4 Material events require a written event management plan and risk register proportionate to the activity.

97.5 An event must not be advertised, tickets sold, sponsors committed or suppliers engaged before the required approvals and contractual authority are obtained.

97.6 A co-branded, partner or Operator event must identify the legal organiser, merchant of record, insurance, licence holder, data controller and refund responsibility.

97.7 Event records must permit audit of attendance, revenue, complimentary access, incidents, prizes, contractors and compliance.

ARTICLE 98 — EVENT APPLICATION, APPROVAL AND MANAGEMENT PLAN

98.1 An event proposal must state purpose, organiser, date, area, capacity, audience, program, financial model, food and beverage, entertainment, staffing, suppliers and approvals.

98.2 The risk assessment must address, where relevant:

(a) crowd and capacity;

(b) liquor and intoxication;

(c) children and vulnerable persons;

(d) water, pool, vessel and weather risk;

(e) fire, evacuation and temporary structures;

(f) security, first aid and medical response;

(g) noise, lighting and neighbour amenity;

(h) traffic, parking, buses, taxis and patron dispersal;

(i) food, waste, cleaning and servicing;

(j) cyber, ticketing, privacy and cash;

(k) performers, contractors and intellectual property; and

(l) cancellation, force majeure and business continuity.

98.3 Required permits, approvals, insurance certificates, licences and contractor documents must be verified before commencement.

98.4 The approval may impose capacity, hours, security, sound, age, access, weather, food, transport and reporting conditions.

98.5 A material change after approval must be reassessed and reapproved at the appropriate level.

98.6 The duty manager may modify or stop an event where an immediate legal, safety, liquor, security or amenity risk arises.

ARTICLE 99 — PRIVATE FUNCTIONS, MEMBER BOOKINGS AND THIRD-PARTY HIRE

99.1 A private function or facility hire must be governed by written terms identifying contracting party, responsible organiser, areas, times, capacity, inclusions, price, deposit, cancellation, damage, conduct and compliance.

99.2 A member sponsoring a function must remain contactable, provide accurate guest information and comply with booking conditions, but is not automatically personally liable beyond the contract and proven misconduct.

99.3 A booking does not confer a lease, exclusive possession beyond the booked period, liquor authority, right to sell tickets or right to engage external suppliers without consent.

99.4 External catering, alcohol, security, entertainment, decorations, signage, filming, pyrotechnics, temporary structures and equipment require prior approval.

99.5 The organiser is responsible for lawful invitations, ticketing, intellectual property, attendee representations and any required permits allocated to it by contract.

99.6 The Club may require a bond, progressive payments, minimum spend, event insurance, security or personal guarantee from a corporate organiser where reasonable.

99.7 A member rate or priority may be withdrawn where the booking is principally for an undisclosed commercial promoter or third party.

99.8 After the event, damage, extraordinary cleaning, overtime, unpaid consumption and other agreed charges may be reconciled against the bond or account with supporting evidence.

ARTICLE 100 — ENTERTAINMENT, PERFORMERS AND CONTENT

100.1 Performers, DJs, presenters, production companies and entertainment contractors must be engaged or approved in writing and inducted for safety, sound, access, child protection and conduct.

100.2 Music, film, broadcast, artwork, photography and performance content must have required copyright, moral-rights, publicity and licence permissions.

100.3 Content that is unlawful, seriously discriminatory, sexually exploitative, threatening, likely to incite violence or materially incompatible with the Club's child-safe and community setting may be stopped or excluded.

100.4 Artistic expression and robust discussion should not be restricted merely because a viewpoint is unpopular, provided law, contract and event standards are met.

100.5 Sound checks, load-in, power, rigging, staging, lighting, special effects and equipment must follow approved technical and safety plans.

100.6 The duty manager may reduce volume, alter lighting, pause or stop a performance for safety, liquor, noise, licence, emergency or material misconduct.

100.7 A performer must not make an unauthorised announcement binding the Club, solicit unlawful activity or encourage unsafe crowd behaviour.

100.8 Hospitality riders, complimentary liquor and backstage access must be documented and subject to responsible service and child-safety controls.

ARTICLE 101 — CROWD, SECURITY, FIRST AID AND PATRON MANAGEMENT

101.1 Security, crowd controllers, ushers, first aid, wardens and supervisors must be provided at levels determined by law, licence conditions and event risk assessment.

101.2 Only appropriately licensed or authorised persons may perform regulated security functions.

101.3 Entry, queue, bag, ticket, wristband, capacity, re-entry and prohibited-item controls must be published and applied consistently.

101.4 Emergency routes, accessible paths, fire systems and response access must remain clear throughout setup, operation and pack-down.

101.5 Crowd density, heat, weather, intoxication, conflict, children, pool edges, stage barriers and transport queues must be monitored actively.

101.6 The event command structure must identify who may stop service, stop entertainment, call emergency services, evacuate, lock down or cancel.

101.7 Significant refusals, removals, injuries, child concerns, property damage and police or ambulance attendances must be logged and reviewed.

101.8 Security information and footage must be handled under Articles 127 and 146 and shared only lawfully.

ARTICLE 102 — SPONSORSHIP, NAMING, ACTIVATION AND COMMERCIAL RIGHTS

102.1 Sponsorship must support the objects, provide fair value, protect reputation and preserve Club independence.

102.2 A sponsorship proposal must identify cash and in-kind value, category, exclusivity, term, rights, activation, data, intellectual property, hospitality, measurement, termination and conflicts.

102.3 No sponsor may obtain control over membership, elections, discipline, sporting results, liquor compliance, procurement outside the agreement or editorial statements of the Club.

102.4 Naming rights to the Club itself, its registered name, crest or burgee require special resolution. Naming of an event, room or program may be approved within delegations and Article 27.

102.5 Alcohol, wagering, finance, automotive, marine, food, tourism and other regulated-category sponsorship must comply with applicable advertising, child-safety and responsible-marketing requirements.

102.6 Sponsor access to member or attendee data requires a lawful basis, clear notice and consent where required. A sponsorship agreement alone does not authorise disclosure.

102.7 In-kind goods and services must be valued reasonably, recorded, quality controlled and included in conflict and procurement assessment.

102.8 Sponsor hospitality, tickets, gifts and complimentary goods must be allocated transparently and recorded where material.

102.9 The Club may terminate or suspend rights for illegality, insolvency, reputational harm, non-payment, misleading conduct or conflict with the Club's objects.

ARTICLE 103 — FUNDRAISING, RAFFLES, AUCTIONS, DONATIONS AND PRIZES

103.1 Fundraising must identify the organiser, beneficiary, purpose, authority, financial controls, costs and treatment of unsold or surplus funds.

103.2 A raffle, art union, game, auction, competition or prize promotion must comply with gaming, fundraising, consumer and tax law and obtain required permits.

103.3 A donation must not be represented as tax deductible unless the receiving entity and gift satisfy the applicable legal requirements.

103.4 Auction items, experiences and prizes must be described accurately, have confirmed supplier authority, material conditions and a realistic delivery process.

103.5 The Club must not accept a prize or donation that exposes it to disproportionate liability, illegality, hidden costs, unsafe conduct or misleading promotion.

103.6 Cash and electronic receipts must be reconciled by at least two authorised persons or an equivalent controlled system.

103.7 Restricted donations must be applied to the stated purpose or dealt with lawfully if the purpose becomes impossible.

103.8 A personal or third-party fundraiser may use the Club name, premises or channels only with written approval and clear identification that the Club is or is not the beneficiary.

103.9 Prize eligibility, verification, substitution, tax, delivery, publicity and unclaimed-prize conditions must be published before entry closes.

ARTICLE 104 — COMMUNITY ENGAGEMENT, CIVIC NEUTRALITY AND MARINE SUPPORT

104.1 The Club should engage constructively with Airlie Beach, Whitsunday residents, tourism, marine organisations, schools, emergency services, Traditional Owners, environmental groups and relevant authorities.

104.2 Community programs may include sailing access, education, safety awareness, volunteering, marine conservation, sporting events and support for lawful boating activities.

104.3 Community engagement does not make the Club a marina operator, rescue authority, government agency or representative of every member.

104.4 The Club is institutionally non-partisan. It may host lawful civic, political, religious, educational or advocacy events on neutral terms without adopting the organiser's views.

104.5 An official policy position on planning, marine, sport, community or government matters requires Committee authority and should be evidence-based and consistent with the objects.

104.6 A member may express personal views but must not use Club office, uniform, email or insignia to imply endorsement without authority.

104.7 Engagement with Traditional Owners and cultural heritage should be respectful, informed and consistent with legal and cultural protocols.

104.8 Community complaints about noise, traffic, conduct or events must be recorded, investigated and included in amenity review.

ARTICLE 105 — CANCELLATION, POSTPONEMENT, FORCE MAJEURE AND REFUNDS

105.1 The Club or responsible organiser may cancel, postpone, relocate, shorten, abandon or modify an event because of weather, cyclone, safety, emergency, licence, authority direction, insufficient entries, performer failure, venue unavailability, force majeure or material operational necessity.

105.2 Event terms must explain refund, credit, transfer, expenses, travel, accommodation and prize consequences consistently with consumer law.

105.3 A member or attendee is responsible for personal travel, accommodation, equipment and incidental costs unless the contract expressly states otherwise.

105.4 Where cancellation results from the organiser's breach, remedies must be assessed under the contract and law rather than an automatic no-refund statement.

105.5 Force majeure must not be used to excuse a failure that reasonable planning, insurance or mitigation should have prevented.

105.6 The event owner must document the decision, communications, financial impact, supplier position, attendee response and lessons.

105.7 Refunds and credits must be processed by the correct merchant of record and reconciled against ticket, sponsor, supplier and insurance records.

105.8 Emergency communications must be accurate, timely, accessible and issued through official channels.

PART IX — POOL, WELLNESS AND RECREATION BY-LAWS

ARTICLE 106 — ACCESS, HOURS AND GENERAL RESPONSIBILITY

106.1 Pool, wellness and recreation facilities may be designated as public Hospitality Operator facilities, member facilities or mixed-use facilities in the Hospitality Lease and approved area plan.

106.2 The responsible Club officer or Hospitality Operator sets and publishes facility hours within the applicable licence, planning, safety, maintenance and service conditions. Exact hours are not fixed by these by-laws and may vary by season, event, weather, maintenance or capacity.

106.3 Access may be by membership entitlement, member guest authority, public booking, paid day pass, cabana booking, event ticket or another published category. A public pool booking or day pass does not create Club membership and does not require Club visitor sign-in unless Article 61 or Applicable Law requires it for the approved area.

106.4 Access is subject to capacity, age, supervision, health, weather, maintenance, event reservations, staff directions and facility-specific signage.

106.5 Unless the responsible operator expressly designates and staffs a supervised session, use is not a lifeguarded service and each adult remains responsible for personal safety and for children under that adult's supervision.

106.6 The absence of a lifeguard does not reduce the responsible entity's duties to maintain lawful facilities, risk controls, emergency equipment, signage and incident response.

106.7 A person must not enter a closed facility, bypass a barrier, defeat an access control or use equipment outside approved conditions.

106.8 The responsible operator may require a waiver, health declaration, induction, booking, wristband, identification or additional fee for a particular activity where lawful.

106.9 A person who cannot swim safely or has a condition creating material risk must use appropriate support, supervision or refrain from the activity.

106.10 Staff may close a facility immediately for contamination, weather, visibility, equipment failure, unsafe conduct, capacity, emergency or legal compliance.

ARTICLE 107 — CHILD SUPERVISION AND WATER SAFETY

107.1 A child must be actively supervised by a responsible adult in accordance with age, swimming ability, environment and published ratios.

107.2 Active supervision requires attention, proximity and readiness to intervene and is not satisfied by an adult who is intoxicated, asleep, using headphones, absorbed in a device or absent from the area.

107.3 A non-swimmer or weak swimmer must remain within direct reach of the supervising adult and use an approved flotation aid where directed.

107.4 Pool toys and flotation devices do not replace supervision and may be restricted where they obstruct visibility or create risk.

107.5 Running, pushing, bombing, breath-holding contests, unsafe diving, prolonged underwater challenges and dangerous play are prohibited.

107.6 A child must not enter a spa, sauna, steam room, gym, adult relaxation area or restricted event except under published age and supervision conditions.

107.7 The Club may require a child and supervisor to leave the water or facility where supervision is inadequate.

107.8 A missing-child or water emergency must be reported immediately and the emergency plan activated without delay.

ARTICLE 108 — HEALTH, HYGIENE, CONTAMINATION AND MEDICAL CONDITIONS

108.1 Persons must shower or follow hygiene directions before entering a pool or wellness facility and must wear clean, suitable attire.

108.2 A person with diarrhoea, vomiting, an infectious condition, open wound not safely covered or another condition posing contamination risk must not enter the water or shared wellness facilities.

108.3 Babies and young children must use appropriate swim nappies and be changed only in designated areas.

108.4 Glass, ceramics and other breakable containers are prohibited in pool and wet areas.

108.5 Food, chewing gum and beverages may be restricted to designated areas. Liquor consumption is subject to Article 77 and must not occur in the water.

108.6 Blood, faecal, vomit, chemical or other contamination must be reported immediately. The area may be closed until the approved response and water-quality controls are completed.

108.7 A person with epilepsy, cardiac, respiratory, pregnancy, heat-sensitivity or other relevant condition should obtain appropriate advice and not use heat or water facilities alone where unsafe.

108.8 Medication, sharps and medical devices must be managed safely and not left where another person may access them.

ARTICLE 109 — POOL DECK, CABANAS, DAYBEDS AND FOOD AND BEVERAGE SERVICE

109.1 Cabanas, daybeds, lounges and tables are subject to booking, capacity, time, minimum-spend, cancellation and conduct conditions disclosed at reservation.

109.2 Personal property must not be used to reserve unoccupied furniture beyond the permitted period.

109.3 Poolside food and beverage service must use approved non-breakable serviceware and maintain clear emergency and circulation paths.

109.4 A person must not enter the water while carrying food, liquor, glass, smoking or vaping materials or electronic equipment connected to mains power.

109.5 Staff may refuse further liquor, require water or food, remove beverages from the water edge or end a booking where intoxication or unsafe conduct arises.

109.6 Music, speakers, calls and personal entertainment must not unreasonably disturb others or interfere with official announcements.

109.7 Decorations, furniture relocation, electrical equipment, open flame and commercial photography require approval.

109.8 Damage, extraordinary cleaning and unpaid consumption may be charged under the booking and member-account rules.

ARTICLE 110 — SAUNA, STEAM, SPA AND WELLNESS FACILITIES

110.1 Wellness facilities must be used in accordance with posted time, temperature, age, capacity, hygiene and health warnings.

110.2 A person must not use a sauna, steam room or spa while intoxicated or affected by drugs, or where a medical condition makes use unsafe.

110.3 Jewellery, phones, glass, food, shaving, oils and unauthorised substances may be prohibited for safety and hygiene.

110.4 Appropriate clothing or towels must be used and personal boundaries and privacy respected.

110.5 A person feeling faint, unwell, overheated or short of breath must leave immediately and seek assistance.

110.6 No treatment, massage, health, recovery or wellness service may be represented as medical diagnosis or guaranteed therapeutic outcome unless provided by a suitably qualified professional within scope.

110.7 External wellness providers require written contracts, qualifications, insurance, privacy controls and facility approval.

110.8 The Club may limit session duration, require booking and close facilities for cleaning, maintenance or water-quality management.

ARTICLE 111 — FITNESS, COURTS, GAMES AND RECREATION EQUIPMENT

111.1 Fitness equipment, courts, games and recreation areas must be used for their intended purpose and in accordance with booking, footwear, age, induction and safety rules.

111.2 A person must inspect equipment before use, report defects and stop using equipment that appears unsafe.

111.3 Weights, movable equipment, balls, racquets, cues and games must be returned to the designated location and must not obstruct paths.

111.4 Coaching, personal training, competition or commercial instruction requires approval and appropriate qualifications and insurance.

111.5 Contact, competitive or high-intensity activities may require specific rules, officials, protective equipment and first-aid arrangements.

111.6 A person must not monopolise equipment, interfere with another booking, use abusive language or engage in unsafe play.

111.7 Betting, wagering or stakes connected with a recreation activity are prohibited unless lawfully authorised and approved.

111.8 An activity official may stop play, alter conditions or remove a participant for safety, weather, misconduct or facility protection.

ARTICLE 112 — FACILITY INSPECTION, CLOSURE AND INCIDENT RESPONSE

112.1 Pool and recreation facilities must be inspected and maintained under documented schedules appropriate to legal, manufacturer, water-quality and risk requirements.

112.2 Records must include water testing, plant checks, cleaning, defects, closures, repairs, inspections, emergency equipment and incidents.

112.3 Only trained and authorised persons may handle pool chemicals, plant, electrical systems, lifting equipment or hazardous maintenance tasks.

112.4 A serious injury, near drowning, contamination, chemical exposure, structural defect or repeated unsafe behaviour must be escalated immediately.

112.5 Staff must preserve relevant CCTV, logs, equipment condition, witness details and treatment records, subject to privacy.

112.6 Reopening after a material incident requires confirmation by the competent person or authority identified in the response plan.

112.7 Incident review must identify corrective actions, owners and due dates and report material risks to the Committee.

112.8 Nothing in these by-laws limits a person's obligation to call emergency services where urgent assistance is required.

PART X — CHILDREN, YOUNG PEOPLE AND SAFEGUARDING BY-LAWS

ARTICLE 113 — CHILD-SAFE COMMITMENT AND PRINCIPLES

113.1 The Club is committed to the safety, wellbeing, dignity and participation of children and young people in every Club and contracted activity.

113.2 The best interests and immediate safety of a child take priority over reputation, commercial interest, sporting result, seniority, friendship or confidentiality.

113.3 Child-safety systems must be accessible, culturally respectful, inclusive of disability and attentive to children who may face additional vulnerability.

113.4 Children should be informed in age-appropriate language about conduct standards, boundaries, complaints, privacy and how to seek help.

113.5 The Committee must approve a child-safety policy, code of conduct, risk framework, screening system, reporting process and responsible officer.

113.6 The Club must comply with applicable working-with-children, mandatory reporting, criminal, civil, employment and sport-integrity requirements.

113.7 A Commercial Operator, contractor or affiliated body delivering a child-related activity must meet standards at least equivalent to the Club's and report concerns promptly.

113.8 A child-safety report must not be suppressed, informally resolved or traded for resignation, refund, silence or reputational protection.

ARTICLE 114 — CHILD MEMBERSHIP, ACCESS AND CONSENT

114.1 A Junior Member application requires the consent and information specified in Article 64 and Schedule 1.

114.2 Consent forms must identify the activity, foreseeable material risks, transport, medical information, emergency contact, photography and collection arrangements as relevant.

114.3 Consent does not waive a duty that law does not permit to be waived and is not a substitute for safe planning and supervision.

114.4 A child may access only age-appropriate areas and activities and must comply with lawful instructions.

114.5 The Club must maintain a reliable sign-in, sign-out or attendance process for organised child programs.

114.6 The authorised collector of a child must be identified. A disagreement, court order or safety concern must be escalated and not decided casually by program staff.

114.7 A child must not be left unsupervised outside the hours or scope of a program unless an approved age-appropriate arrangement applies.

114.8 A parent or guardian must disclose information reasonably necessary for safe participation and promptly update material changes.

ARTICLE 115 — SUPERVISION, RATIOS, OVERNIGHT AND TRANSPORT ARRANGEMENTS

115.1 Each child-related activity must have supervision ratios and responsible roles appropriate to age, number, environment, disability, water, travel and emergency access.

115.2 Wherever reasonably practicable, activities should avoid one adult being isolated with one child and should use open, observable and interruptible environments.

115.3 An exception for emergency, instruction or welfare must be reasonable, documented where material and communicated to another responsible adult.

115.4 Overnight activities require specific approval, accommodation allocation, adult supervision, privacy, medication, curfew, travel and emergency plans.

115.5 Transport by the Club or a provider requires licensed drivers, roadworthy and insured vehicles, manifests, seatbelts, safe pick-up and drop-off and communication arrangements.

115.6 A staff member, coach or volunteer must not transport a child alone in a private vehicle except under an approved arrangement or genuine emergency, with prompt notification and record.

115.7 A parent remains responsible for transport before formal sign-in and after formal collection unless a written arrangement states otherwise.

115.8 Billeting or private accommodation of children requires separate policy, screening, consent and risk assessment.

ARTICLE 116 — SCREENING, RECRUITMENT, INDUCTION AND TRAINING

116.1 A person must hold a current blue card or exemption where required before commencing regulated child-related work.

116.2 Recruitment for child-related roles must include identity, qualification, reference, conduct and suitability checks proportionate to the role.

116.3 A disqualified, suspended or barred person must not be placed in a child-related role or given unsupervised access.

116.4 Induction must cover grooming indicators, boundaries, communication, physical contact, change rooms, photography, transport, reporting and emergency response.

116.5 Child-safety training must be refreshed at intervals set by law, policy or risk and attendance recorded.

116.6 A person must disclose a charge, investigation, order, suspension or change in screening status that may affect suitability, subject to lawful handling.

116.7 Contractors and affiliated organisations must provide evidence of equivalent screening and training before access.

116.8 The Club may remove a person from child-related duties as a protective measure without making a final disciplinary finding.

ARTICLE 117 — CHILD-SAFE CONDUCT AND BOUNDARIES

117.1 Adults must model respectful conduct, use age-appropriate language and maintain professional boundaries.

117.2 Prohibited conduct includes sexualised behaviour, grooming, favouritism linked to secrecy, humiliating punishment, corporal punishment, unnecessary restraint, hazing, sharing pornography and private or coercive contact.

117.3 Physical contact must be necessary, appropriate, explained where practicable and responsive to the child's comfort, except urgent safety intervention.

117.4 Adults must not share a bed, shower or undress with a child or enter a child's toilet or change area except for an approved safety or care purpose using safeguards.

117.5 Gifts, money, private lessons, employment offers and special access involving a child must be transparent and authorised where connected with a Club role.

117.6 Alcohol, tobacco, vaping products, unlawful drugs and age-inappropriate material must not be supplied to a child.

117.7 Bullying, abuse, discrimination and harmful initiation by another child must be addressed and not dismissed as banter or sporting culture.

117.8 A child's reasonable refusal of physical contact, photography or non-essential participation must be respected.

ARTICLE 118 — REPORTING, RESPONSE, INVESTIGATION AND SUPPORT

118.1 Any person who suspects a child is at immediate risk must act to protect the child and contact emergency or statutory services as appropriate.

118.2 A concern, disclosure, allegation, grooming indicator, boundary breach, injury pattern or unexplained behaviour must be reported promptly to the Child Safety Officer or designated channel.

118.3 The reporter should listen, remain calm, avoid leading questions, not promise secrecy, record the child's words accurately and not conduct a personal investigation.

118.4 The Club must assess immediate safety, mandatory reporting, police or child-safety referral, preservation of evidence, family communication, conflicts and support.

118.5 An internal investigation must not prejudice or obstruct a police, regulator, child-safety or sport-integrity process.

118.6 The subject person must be afforded procedural fairness consistent with child safety and external directions. Protective reassignment or suspension may occur meanwhile.

118.7 Information must be shared only on a need-to-know or lawful basis and stored with enhanced access controls.

118.8 Retaliation, intimidation, grooming of witnesses or pressure on a child or family is serious misconduct.

118.9 The Club should offer appropriate support and referral to the child, family, reporter, witnesses and affected personnel.

118.10 The Committee must receive de-identified trend and compliance reporting and direct corrective action.

ARTICLE 119 — CHILDREN'S IMAGES, DATA AND ONLINE COMMUNICATION

119.1 Collection and use of a child's personal information or image must have a lawful purpose, appropriate notice and consent where required.

119.2 Change-room, toilet, medical and intimate-care photography or recording is prohibited.

119.3 Official photographs should avoid identifying sensitive location, routine, school, contact or welfare information unnecessarily.

119.4 A parent or guardian may request reasonable exclusion from close-up promotional photography, subject to unavoidable crowd or competition imagery and applicable event terms.

119.5 Direct electronic communication with a child must use approved channels, appropriate content and, where practicable, include a parent, guardian or second authorised adult.

119.6 Staff, coaches and volunteers must not use disappearing messages, secret accounts, sexualised content or personal social-media relationships to communicate with a child in their Club role.

119.7 Online training and meetings must follow privacy, supervision, recording and conduct safeguards.

119.8 A child's image or data must not be supplied to a sponsor or commercial party merely because the party supports the program.

119.9 Suspected online grooming, image-based abuse, cyberbullying or data exposure must be escalated immediately.

PART XI — WORK HEALTH, SAFETY, SECURITY AND EMERGENCY BY-LAWS

ARTICLE 120 — WORK HEALTH AND SAFETY MANAGEMENT SYSTEM

120.1 The Club must maintain a work health and safety management system proportionate to its premises, employees, contractors, volunteers, marine activities, events and public interface.

120.2 The system must cover consultation, responsibilities, risk assessment, safe work procedures, training, plant, chemicals, manual tasks, slips, heat, fatigue, violence, emergency and incident management.

120.3 The Committee retains governance oversight and must receive regular reports on material hazards, incidents, regulatory notices, corrective actions and due diligence.

120.4 Managers and supervisors must implement controls and consult workers and affected persons.

120.5 Every worker and volunteer must take reasonable care, follow instructions, use protective equipment, report hazards and not create risk through impairment or misconduct.

120.6 A person may cease or refuse unsafe work in accordance with law and must report the concern promptly.

120.7 Safety records must be reliable, timely and not altered, concealed or backdated.

120.8 Commercial pressure, event timing or member status must not override a necessary safety control.

ARTICLE 121 — CONTRACTOR, SUPPLIER AND VOLUNTEER SAFETY

121.1 A contractor or supplier working on Club Premises must be selected, inducted, supervised and monitored according to the risk of the work.

121.2 Required licences, competencies, insurance, safe-work method statements, permits, plant records and subcontractor controls must be verified before work.

121.3 High-risk work, hot work, electrical isolation, confined space, work at height, crane or lifting work, excavation and hazardous-material work require specific permits and controls.

121.4 Contractors must coordinate with Club operations regarding patrons, children, liquor areas, emergency routes, noise, deliveries and shutdowns.

121.5 A volunteer must have a defined role, competent supervisor, induction, equipment and expense authority and must not undertake work outside competence.

121.6 No member may commence repairs, move plant, alter electrical or fire systems or direct contractors merely because the member has relevant experience.

121.7 Unsafe work may be stopped immediately by an authorised person without contractual prejudice to later assessment.

121.8 Completion, defects, incidents, warranties, manuals and handover information must be recorded.

ARTICLE 122 — EMERGENCY MANAGEMENT AND INCIDENT COMMAND

122.1 The Club must maintain an all-hazards emergency plan covering fire, medical event, violence, missing child, marine distress, severe weather, cyclone, flood, power loss, gas leak, chemical release, structural threat, cyber outage and other credible scenarios.

122.2 The plan must identify incident command, wardens, communications, emergency contacts, evacuation and shelter locations, accessibility, accountability and recovery.

122.3 Emergency roles must be allocated, trained and exercised at appropriate intervals.

122.4 On an alarm or direction, every person must stop activity, follow wardens, assist children or persons needing support where safe and proceed to the nominated location.

122.5 A person must not re-enter, obstruct emergency services, move evidence or publish unverified casualty information without authority.

122.6 The incident controller may close, evacuate, shelter, lock down, isolate utilities, suspend liquor, stop an event and request external assistance.

122.7 Emergency services and statutory authorities assume command to the extent of their lawful powers.

122.8 After a material incident, welfare, family notification, evidence, regulator and insurer reporting, business continuity and review must be coordinated.

ARTICLE 123 — CYCLONE, SEVERE WEATHER, FLOOD AND HEAT

123.1 The Club must maintain a cyclone and severe-weather plan suited to Airlie Beach and the Whitsundays.

123.2 The plan must define monitoring sources, trigger levels, decision authority, site securing, stock and equipment, data backup, staff release, communications, closure, evacuation or shelter and reopening.

123.3 Marine and outdoor activities must have weather limits and cancellation or relocation processes appropriate to their risk.

123.4 Members and patrons must comply with closure, evacuation, access and property-recovery directions and must not enter a secured area without approval.

123.5 The Club does not undertake to secure a member's vessel, vehicle or personal property unless a written service arrangement expressly provides otherwise.

123.6 Heat, humidity, lightning, wind, storm surge, flooding and poor air quality must be considered for staff, children, athletes and outdoor events.

123.7 Reopening requires inspection of structural, electrical, fire, water, food, pool, access and environmental conditions by competent persons.

123.8 Emergency closure communications must use official channels and state date, time, affected services and next review where practicable.

ARTICLE 124 — FIRE SAFETY, EVACUATION AND HAZARDOUS MATERIALS

124.1 Fire exits, doors, stairs, hydrants, extinguishers, hose reels, alarms, panels and emergency lighting must remain accessible and unobstructed.

124.2 Occupant capacity and approved egress arrangements must be observed in every area and event configuration.

124.3 Decorations, temporary structures, electrical leads, cooking, open flame, candles, pyrotechnics and stage effects require approval and fire controls.

124.4 Gas cylinders, fuel, chemicals, batteries, flares and hazardous materials must be stored, labelled, handled and disposed of lawfully.

124.5 Hot work and fire-system isolation require permits, fire watch and reinstatement verification.

124.6 A person discovering smoke, fire or gas must raise the alarm, call emergency services and act only within training and without unreasonable risk.

124.7 Evacuation drills, inspections, maintenance and impairment records must be maintained.

124.8 Tampering with, obstructing or misusing fire or emergency equipment is serious misconduct.

ARTICLE 125 — FIRST AID, MEDICAL EVENTS AND WELFARE

125.1 First-aid resources, trained personnel and response arrangements must be based on workforce, patron, event, marine and child risks.

125.2 Emergency services must be called promptly for serious, uncertain or deteriorating conditions.

125.3 A person providing first aid must act within competence, use available protective equipment and record the assistance given.

125.4 Automated external defibrillators, oxygen or other specialised equipment may be used only in accordance with training and emergency guidance.

125.5 Medication is ordinarily the individual's responsibility. Administration by Club personnel requires an approved program, consent and competence, except emergency assistance permitted by law.

125.6 Medical and health information must be limited to those needing it for safety, treatment, reporting or legal purposes.

125.7 An intoxicated or unwell person must not be left alone, placed in unsafe transport or permitted to operate a vessel or vehicle.

125.8 Staff and volunteers affected by traumatic incidents should be offered debriefing and appropriate welfare support.

ARTICLE 126 — SECURITY, ENTRY CONTROL, REFUSAL, REMOVAL AND EXCLUSION

126.1 Security arrangements must protect people, property, licences, information and orderly operation while respecting dignity and lawful rights.

126.2 Entry may be refused for lack of lawful authority, required identity or age evidence, capacity, dress, intoxication, disorder, exclusion, prohibited item, safety concern, failure to satisfy a disclosed booking or day-pass condition or another lawful reason.

126.3 An authorised person may direct, relocate or remove a person and may use only lawful, necessary and proportionate force.

126.4 Police or emergency assistance must be sought where violence, weapon, serious threat, offence or inability to remove safely arises.

126.5 A same-day or short operational exclusion may be imposed to restore order or comply with law. A longer member exclusion must be reviewed under Article 11 where disciplinary in substance.

126.6 A person must not re-enter, use another credential, recruit another person to obtain access or retaliate against staff after exclusion.

126.7 Security staff must record material refusals, removals, force, searches, seized items, injuries and authority contact.

126.8 Searches of bags or property require consent or lawful authority. Refusal may result in refusal of entry where the search condition is reasonable and disclosed.

126.9 A prohibited item must be handled, returned, surrendered or delivered to authorities according to law and safety.

126.10 Entry controls must distinguish Designated Public Hospitality Areas, Club Licensed Areas and Restricted Club Areas. Staff must not require Club membership or Club visitor sign-in for public hospitality access where Article 61, Liquor Law and the approved premises structure do not require it.

126.11 The Hospitality Operator may require a booking, day pass, event credential, identification, age evidence, exclusion check, waiver or security condition for a Designated Public Hospitality Area where lawful and proportionate.

126.12 Club and Hospitality Operator security personnel must know which entity has authority in each area, how incidents are escalated and which records belong to which licensee or operator.

ARTICLE 127 — CCTV, ACCESS LOGS, SURVEILLANCE AND EVIDENCE

127.1 The Club may use CCTV, access logs, licence-plate recognition, radios, body-worn cameras and other security systems for lawful safety, security, liquor, incident and property purposes.

127.2 Notices must be displayed where required and surveillance must not occur in toilets, showers, change rooms or other areas of bodily privacy.

127.3 Live access and recordings must be restricted by role, logged where appropriate and protected against copying, entertainment use or unauthorised disclosure.

127.4 Retention periods must reflect law, privacy, incidents, claims, regulator requirements and storage risk.

127.5 Relevant footage and logs must be preserved promptly when an incident, complaint, claim, investigation or legal hold arises.

127.6 A member or complainant has no automatic right to receive footage containing other persons. Requests must be assessed under privacy, evidence and legal processes.

127.7 Disclosure to police, regulators, insurers, lawyers or another person must have a lawful basis and be documented where material.

127.8 Deliberate obstruction, damage, unauthorised access, deletion or publication of security systems or evidence is serious misconduct.

ARTICLE 128 — INCIDENT REPORTING, INVESTIGATION AND CORRECTIVE ACTION

128.1 An injury, illness, near miss, violence, child concern, liquor incident, marine incident, environmental event, property loss, cyber event or regulatory issue must be reported according to seriousness and policy.

128.2 Immediate priorities are safety, emergency response, preservation of evidence, legal notification and welfare.

128.3 Reports must distinguish observed fact, witness account, professional opinion, assumption and unverified allegation.

128.4 A material incident must have an appointed investigator or review team with appropriate competence and independence.

128.5 The investigation must identify causes, contributing factors, control failures, lessons and actions without prejudging individual culpability.

128.6 Disciplinary, employment, insurance and legal processes must be coordinated but remain procedurally appropriate to their purpose.

128.7 Corrective actions must have owners, priority, due dates and verification of completion.

128.8 Serious or repeated incidents and overdue actions must be reported to the Committee and relevant subcommittee.

128.9 Records must be protected against retaliation, alteration and inappropriate disclosure.

ARTICLE 129 — BUSINESS CONTINUITY, CRISIS MANAGEMENT AND RECOVERY

129.1 The Club must maintain continuity arrangements for loss of premises, utilities, systems, key suppliers, key personnel, licence, access, communications or major revenue.

129.2 Critical functions, recovery priorities, alternate processes, backups, contact lists, manual workarounds and decision authority must be documented and tested.

129.3 The Club must retain control of essential domains, data, passwords, financial access, member records, contracts and communications even where administered by an Operator or agency.

129.4 A crisis team may be activated to coordinate operations, welfare, legal and regulator liaison, finance, insurance, member communications and media.

129.5 Only authorised spokespersons may issue official crisis statements. Information must be verified, humane and consistent with investigations and family notification.

129.6 Temporary rules, relocated activities, digital meetings and service reductions may be introduced within existing authority and reviewed regularly.

129.7 Recovery must include financial impact, claims, contractor and Operator continuity, member support, data restoration and corrective action.

129.8 A post-crisis review must be presented to the Committee and material lessons incorporated into plans and training.

PART XII — NOISE, AMENITY, TRAFFIC, PARKING, WASTE AND SERVICING BY-LAWS

ARTICLE 130 — NOISE AND AMENITY MANAGEMENT

130.1 The Club must conduct activities with reasonable regard to neighbours, accommodation, public areas, waterways and the character of Airlie Beach.

130.2 Operations must comply with development approvals, acoustic reports, licence conditions, environmental law and lawful directions.

130.3 A noise management plan must address speaker location, bass, doors and windows, outdoor areas, stages, plant, deliveries, patron noise, monitoring, limits, curfews and complaints.

130.4 The duty manager may reduce volume, close doors, relocate activity, stop entertainment or modify service where needed for compliance or amenity.

130.5 Performers, production contractors and event organisers must follow sound limits and directions and must not override monitoring equipment.

130.6 Plant, refrigeration, waste, cleaning and maintenance noise must be controlled and scheduled appropriately.

130.7 Noise monitoring and complaints must record time, location, conditions, source, measurement where available, response and outcome.

130.8 Repeated or substantiated issues must trigger technical review and corrective action.

ARTICLE 131 — PATRON DISPERSAL, NEIGHBOUR RELATIONS AND PUBLIC REALM

131.1 Closing and event plans must address orderly dispersal, transport queues, loitering, shouting, vehicle noise, litter, smoking areas and conflict outside the premises.

131.2 Staff and security may direct patrons to designated exits, waiting areas, taxis, rideshare, buses and pedestrian routes.

131.3 Public roads, footpaths, marina access and neighbouring property must not be obstructed by queues, furniture, vehicles or event equipment without approval.

131.4 Promotional teams, ticketing and security must not operate on public or private land without authority.

131.5 The Club should maintain a contact and response process for neighbours and relevant authorities during material events.

131.6 A complaint must be treated respectfully and recorded even where the source is not immediately established.

131.7 Members and patrons must not confront, threaten or retaliate against neighbours or complainants.

131.8 Event reviews should consider arrival and departure patterns and implement improvements where reasonable.

ARTICLE 132 — TRAFFIC, PARKING, SHUTTLES, TAXIS, RIDESHARE AND VALET

132.1 Traffic and parking arrangements must comply with planning approvals, road law, lease or access rights, disability requirements and approved management plans.

132.2 The Club must not represent that a public, marina, leased or third-party parking area is controlled or guaranteed by the Club unless a lawful arrangement provides it.

132.3 Accessible spaces, emergency access, loading zones, pedestrian paths, taxi and rideshare areas must remain available for their designated purpose.

132.4 Members and patrons must follow signs and attendants and must not park in prohibited, reserved, landscaped, fire, delivery or neighbouring areas.

132.5 A shuttle, courtesy bus or driver service requires suitable vehicles, licensed drivers, insurance, maintenance, fatigue and passenger controls.

132.6 A valet service must have written operating procedures for keys, vehicle condition, authority, security, damage, licensing, insurance and handover.

132.7 Alcohol-affected persons must be encouraged to use safe transport and must not be knowingly assisted to drive or operate a vessel unlawfully.

132.8 Large events must assess transport demand, staff travel, bus and coach operations, taxi and rideshare capacity, peak queues and contingency.

132.9 Parking fees, fines, towing and vehicle damage are governed by the responsible landowner or operator and law, unless the Club contract expressly assumes responsibility.

ARTICLE 133 — DELIVERIES, LOADING, SERVICING AND CONTRACTOR ACCESS

133.1 Deliveries and servicing must use approved routes, times, loading areas, booking systems and site controls.

133.2 Emergency exits, pedestrian routes, accessible paths, neighbouring access and traffic lanes must not be obstructed.

133.3 Drivers and contractors must sign in where required, comply with safety and security instructions and remain within authorised areas.

133.4 Refrigerated goods, liquor, cash, chemicals, gas, waste, grease, linen, entertainment equipment and construction materials require activity-specific controls.

133.5 Deliveries outside approved hours or creating material noise require prior authority and mitigation.

133.6 A supplier must not leave goods unattended, obtain unauthorised access, solicit members or photograph restricted operations.

133.7 Receipt must verify quantity, condition, temperature, chain of custody and purchase authority as applicable.

133.8 Loading incidents, spills, damage and repeated non-compliance must be reported and may result in supplier restrictions.

ARTICLE 134 — WASTE, RECYCLING, CLEANING, PEST AND SANITATION

134.1 The Club and Operator must maintain a waste and cleaning plan covering food, glass, cardboard, recyclables, general waste, grease, chemicals, sanitary waste, event waste and marine-related material.

134.2 Waste must be contained, separated, removed and stored to prevent odour, pests, leakage, fire, injury and visual nuisance.

134.3 Bins, compactors, grease traps and waste rooms must be access-controlled, cleaned and serviced on suitable schedules.

134.4 Glass handling and collection must minimise breakage and noise, particularly at night.

134.5 Hazardous, electronic, battery, oil, gas and clinical waste must use lawful specialist disposal.

134.6 Cleaning chemicals must be labelled, secured, used by trained persons and kept separate from food and children.

134.7 Pest-control work must be documented and coordinated with food safety, environmental and patron access requirements.

134.8 Event organisers and contractors are responsible for waste obligations allocated by their agreements, subject to Club oversight.

134.9 Waste reduction, reusable serviceware, recycling and responsible procurement should be pursued where practical and consistent with hygiene and safety.

ARTICLE 135 — PLANNING, ENVIRONMENTAL AND SITE-COMPLIANCE CONTROL

135.1 The Club must operate within development approvals, building classification, occupancy, fire, access, acoustic, signage, pool, food, liquor and environmental conditions applicable to the site.

135.2 A proposed change of use, area, capacity, hours, stage, pool, structure, signage, kitchen, bottle shop, entertainment or traffic arrangement must be reviewed before implementation.

135.3 No event, commercial arrangement or temporary setup may assume that a planning or building approval is unnecessary merely because it is short-term or member-only.

135.4 Approved plans, conditions, certificates, reports and compliance registers must be accessible to responsible managers.

135.5 Material non-compliance, enforcement correspondence or threatened action must be escalated to the Committee and professional advisers.

135.6 The Club must distinguish obligations of the landowner, tenant, Club, Operator, event organiser and contractor and document interfaces.

135.7 Environmental complaints, spills, waste, light, odour, stormwater and marine impacts must be addressed promptly.

135.8 A commercial objective or sponsor commitment must not be implemented before required planning, building, liquor or environmental approval.

PART XIII — FINANCE, PROCUREMENT, AUDIT AND COMMERCIAL CONTROL BY-LAWS

ARTICLE 136 — BUDGET, FORECASTING AND MANAGEMENT REPORTING

136.1 The Committee must approve an annual operating budget, capital budget, cash-flow forecast and material assumptions before or as soon as practicable after the start of each financial year.

136.2 The budget must separately identify Club membership and non-commercial activity, restricted funds, grants, sponsorship, capital projects, Operator settlements and related-party transactions.

136.3 Management must provide monthly financial reports including profit and loss, balance sheet, cash flow, budget variance, aged receivables and payables, capital commitments, liquidity and material risks.

136.4 Material adverse variance, cash shortfall, covenant risk, unpaid statutory amount or forecast insolvency must be escalated immediately rather than deferred to the ordinary reporting cycle.

136.5 Forecasts must be updated at least quarterly and whenever a material event, capital commitment, licence change or operating disruption occurs.

136.6 A budget is authority to incur expenditure only within the purpose, amount, delegation, procurement and conflict controls applicable to it.

136.7 Budget transfers, contingencies and unbudgeted commitments require the approvals in Schedule 6.

136.8 Financial reports must distinguish committed, contracted, invoiced, paid, accrued, contingent and forecast amounts and must not obscure liabilities through netting.

136.9 The Committee must document its assessment of financial sustainability and ability to continue operations when approving annual statements and material commitments.

136.10 The annual budget pack must include the Approved Club Costs schedule, Hospitality Lease funding calculation, Club Operating Contribution, reserve contributions, payment dates, true-up method and sensitivity to an Operator payment default.

136.11 Monthly reports must show Hospitality Operator amounts invoiced, received, overdue, disputed, accrued and forecast separately from member and restricted funds.

ARTICLE 137 — CASH, POINT-OF-SALE, STOCK, CREDIT AND REVENUE CONTROL

137.1 Cash and point-of-sale systems must use unique user access, approved product and price masters, transaction logs, till counts, reconciliation and exception reporting.

137.2 Voids, refunds, discounts, complimentary items, price overrides, open items, cash payouts and stock adjustments require role-based authority and recorded reasons.

137.3 No person may approve that person's own refund, complimentary benefit, expense reimbursement, account write-off or related-party transaction.

137.4 Cash must be counted in a controlled area, secured, banked promptly and handled by at least two persons or an equivalent independently verified process where material.

137.5 Liquor, food, merchandise, fuel if any, tickets, prizes and other valuable stock must be received, stored, issued, counted and written off under documented controls.

137.6 Stocktakes must occur at frequencies appropriate to value and shrinkage risk, with material variance investigated.

137.7 Member accounts, gift cards, vouchers, deposits, credits, loyalty points and prepaid packages must be reconciled as liabilities or revenue in accordance with applicable accounting treatment.

137.8 Revenue sharing with an Operator, sponsor, promoter or event partner must be supported by source-system access, agreed definitions and periodic audit rights.

137.9 Suspected theft, skimming, manipulation, collusion or unexplained variance must be preserved and escalated under Articles 142 and 149.

ARTICLE 138 — BANKING, PAYMENTS, PAYROLL AND REIMBURSEMENTS

138.1 Bank and investment accounts must be opened in the Club's name under Committee authority and maintained with approved financial institutions.

138.2 Electronic banking must use role separation, multi-factor authentication, transaction limits, independent payee verification and at least two approvals for material payments.

138.3 A person creating or changing supplier bank details must not be the sole person approving the first payment, and an independent verification must occur through a trusted channel.

138.4 Payments must be supported by contract or purchase authority, evidence of receipt, valid invoice, correct coding and approval under Schedule 6.

138.5 Payroll must be reconciled to authorised employees, contracts, hours, rates, benefits, leave, superannuation, tax and bank files.

138.6 An expense reimbursement requires business purpose, receipt or approved alternative evidence and prior authority except genuine emergency.

138.7 A Committee member's or senior manager's reimbursement must be approved by a non-conflicted authorised person and reported in accordance with law and policy.

138.8 Petty cash, purchasing cards and fuel or merchant cards must have limits, named custodians, receipts, monthly reconciliation and prompt cancellation on role change.

138.9 Urgent payment procedures must preserve independent approval and must not be used to bypass procurement or conflicts.

138.10 The Treasurer and Finance, Audit and Risk Committee must review bank mandates, administrators and limits at least annually.

138.11 Committee expense reimbursement is repayment of an authorised out-of-pocket cost, not a wage, allowance or fee for office. A fixed or recurring allowance requires specific member and legal approval and must not be described as reimbursement.

138.12 Payment for separate services by a Committee member must be coded and reported separately from reimbursements and employee payroll and must identify the written agreement, market evidence, conflict decision and approving authority.

ARTICLE 139 — PROCUREMENT, QUOTATIONS AND TENDERING

139.1 Procurement must achieve fit-for-purpose quality, whole-of-life value, fair opportunity, integrity, safety, sustainability and documented accountability.

139.2 The quotation and tender requirements in Schedule 6 apply unless a documented exception is approved for genuine urgency, sole source, compatibility, specialist expertise, emergency or another defensible reason.

139.3 Requirements must not be divided, staged or misclassified to avoid a threshold or approval.

139.4 A procurement plan for a material acquisition must address scope, budget, market, evaluation criteria, conflicts, probity, insurance, contract form, risk and timetable.

139.5 Evaluation must use disclosed criteria and reliable evidence. Hospitality, gifts, pressure, friendship, founder status or sponsor status must not influence selection.

139.6 A related-party bidder must be identified before evaluation and handled under Article 19 and Article 82.

139.7 Tender communications, clarifications, bids, scores, moderation, approvals and debriefs must be retained.

139.8 A bidder must not receive another bidder's confidential information or an unfair opportunity to revise after close.

139.9 Local and member suppliers may be encouraged to compete, but no preference applies unless an approved policy states transparent criteria consistent with value and law.

139.10 Procurement outcomes and exemptions must be reported at the level and frequency in Schedule 6.

ARTICLE 140 — CONTRACT LIFECYCLE AND PERFORMANCE MANAGEMENT

140.1 Every material contract must have an accountable Club owner, complete executed copy, key dates, obligations, budget, insurance, performance measures and record location.

140.2 Work must not commence before execution unless an authorised written interim arrangement identifies scope, price, risk and expiry.

140.3 Variations must state changed scope, price, time, funding, approvals, conflicts and cumulative contract value.

140.4 Contract owners must monitor performance, invoices, service levels, incidents, licences, insurances, disputes, data, subcontractors and corrective action.

140.5 Renewal, option exercise and expiry decisions must begin early enough to assess performance, market alternatives, conflicts and transition.

140.6 A contractor must not obtain additional work through informal instruction by a member or unauthorised employee.

140.7 Disputes, defaults, claims, extensions, liquidated damages, waivers and settlements require legal and financial review proportionate to risk.

140.8 On termination or expiry, the Club must recover assets, keys, data, passwords, records, intellectual property, stock and transition assistance.

140.9 Contract registers must identify related parties, exclusivity, security, guarantees, personal obligations and member-approval conditions.

ARTICLE 141 — ASSET, PROPERTY AND CAPITAL-PROJECT CONTROL

141.1 The Club must maintain an asset register for material property, equipment, technology, artworks, trophies, vessels if any, furniture and controlled items.

141.2 Assets must be tagged or otherwise identifiable, assigned to a custodian, maintained, insured and periodically verified.

141.3 Capital projects must have approved scope, budget, design responsibility, procurement plan, contingency, program, approvals, safety and reporting.

141.4 Progress claims must be assessed against work performed, contract terms, variations, security, defects and statutory declarations where applicable.

141.5 A project governance body must report cost to complete, committed cost, contingency, delay, changes, quality, safety, approvals and key risks.

141.6 Disposal must use a fair and documented method and remove data, branding and hazardous material appropriately.

141.7 A member, employee, founder, Committee member or related party must not acquire a Club asset at preferential value or before a fair process.

141.8 Heritage items, trophies, archives, crest material and Founding records require consultation under Part II and must not be disposed of as ordinary surplus property.

141.9 Real-property and transformative capital decisions remain subject to Article 27 and member approval.

ARTICLE 142 — FRAUD, BRIBERY, CORRUPTION, GIFTS AND BENEFITS

142.1 Fraud, theft, bribery, secret commission, kickback, false invoice, payroll manipulation, procurement collusion, misuse of funds and deliberate financial misstatement are prohibited.

142.2 No person may offer, solicit or accept a benefit intended or reasonably likely to influence a Club decision improperly.

142.3 Gifts, hospitality, travel, discounts, prizes and benefits connected with Club duties must be declined or declared and recorded above the threshold in Schedule 6.

142.4 Cash or cash-equivalent gifts from a supplier or bidder must not be accepted.

142.5 Modest customary hospitality may be accepted only where it does not create obligation, occur during a live procurement or compromise judgment.

142.6 A supplier rebate, commission, referral fee or sponsorship connected with Club expenditure belongs to the Club unless a written contract lawfully provides otherwise.

142.7 Suspected fraud or corruption must be reported through Article 149, evidence preserved and access restricted to protect the investigation.

142.8 A person implicated in an allegation must not direct the investigation or access restricted evidence.

142.9 The Club may notify police, regulators, insurers, banks, auditors and other authorities and seek restitution or civil recovery.

142.10 Fraud controls and trend reporting must be reviewed at least annually.

ARTICLE 143 — RESERVES, INVESTMENTS, BORROWING AND SOLVENCY

143.1 The Committee must maintain prudent liquidity and reserves appropriate to operations, emergency, asset replacement, licence obligations and capital commitments.

143.2 Restricted funds and designated reserves must be separately tracked and used only within their authority unless lawfully released.

143.3 Investments must prioritise preservation, liquidity, diversification, lawful return and consistency with an approved investment policy.

143.4 Speculative trading, unsecured lending to members or related parties, cryptocurrency speculation, derivatives and investments outside policy are prohibited.

143.5 Borrowing, guarantees and security must comply with Articles 27 and 136 and Schedule 6 and be supported by cash-flow, covenant and downside analysis.

143.6 A loan from a member, founder or related party must be written, on fair terms, conflict-managed and must not grant governance rights or proprietary control.

143.7 The Club must not guarantee an Operator, founder, member or third-party liability unless directly advancing the objects, fair, legally advised and approved at the required level.

143.8 The Committee must monitor the Club's capacity to pay debts when due and must obtain professional advice where solvency is uncertain.

143.9 Members must be informed of a material threat to continuity in a timely manner consistent with legal, confidentiality and recovery requirements.

143.10 Contributions to prudent operating, emergency, maintenance and asset-replacement reserves approved in the annual budget form part of Approved Club Costs for the Hospitality Lease funding calculation.

ARTICLE 144 — GRANTS, DONATIONS, SPONSORSHIP AND RESTRICTED FUNDS

144.1 A grant, donation, bequest, sponsorship or fundraising receipt must be recorded against the correct entity, purpose, restrictions, acquittal and tax treatment.

144.2 Before acceptance, material conditions must be assessed for cost, liability, governance influence, branding, data, reporting, co-funding and repayment risk.

144.3 The Club must not accept a condition requiring unlawful discrimination, political control, sporting manipulation, proprietary rights or conduct inconsistent with the objects.

144.4 Restricted funds must be held and applied for the stated purpose and supported by project and acquittal records.

144.5 In-kind contributions must be valued reasonably and assessed for quality, storage, maintenance, disposal and hidden cost.

144.6 Donor and sponsor recognition must follow the approved agreement and Article 102 and must not overstate tax deductibility or ownership.

144.7 A grant or donation from a related party does not excuse conflict management or give repayment, naming, employment or procurement rights unless separately agreed and approved.

144.8 Unspent or misapplied funds must be dealt with according to the funding terms and law, with prompt escalation of potential repayment.

144.9 Material funding dependencies must be included in forecasts and risk reporting.

ARTICLE 145 — AUDIT, ASSURANCE, TAX AND INTERNAL CONTROL

145.1 Annual financial statements must be prepared, audited and presented in accordance with Article 26, Liquor Law and applicable reporting standards.

145.2 The auditor must be appropriately qualified, independent and appointed under the Act and these rules.

145.3 The Committee and management must provide complete records, explanations, access and representations and must not restrict audit scope improperly.

145.4 Auditor findings, management-letter issues and control weaknesses must have assigned actions and be tracked to closure.

145.5 The Finance, Audit and Risk Committee may commission internal audit, stock review, cyber review, compliance testing, contract audit or forensic work.

145.6 The Club must maintain systems for GST, PAYG, payroll, superannuation, fringe benefits, fundraising, withholding, deductible gifts and other tax obligations applicable to its structure.

145.7 Tax concessions or exemptions must not be assumed; eligibility must be documented and reviewed when activities or structure change.

145.8 Financial records must be retained for at least seven years or the longer period required by law, contract, grant, claim or policy.

145.9 The Committee must present members with clear annual reporting on financial position, operations, material risks and related-party arrangements.

145.10 A control cannot be dispensed with merely because the person involved is trusted, a founder, long-serving member or senior office-holder.

PART XIV — PRIVACY, RECORDS, WHISTLEBLOWING, COMMUNICATIONS AND BRAND BY-LAWS

ARTICLE 146 — PRIVACY AND PERSONAL-INFORMATION GOVERNANCE

146.1 The Club must collect, use, store and disclose personal information lawfully, fairly and only for legitimate Club, safety, employment, contractual and regulatory purposes.

146.2 Privacy notices must explain material categories, purposes, disclosures, access, correction, complaints and contact arrangements.

146.3 Sensitive information, including health, child, disciplinary, identity, financial and surveillance information, requires enhanced controls and lawful basis.

146.4 Access must be limited by role and reviewed when employment, office, contract or volunteer duties change.

146.5 Member, guest, visitor and event information must not be sold or supplied to a sponsor, Operator or other party for unrelated marketing without lawful authority and consent where required.

146.6 A person may request access or correction subject to law, identity verification, third-party privacy, privilege, safety and reasonable redaction.

146.7 Privacy complaints and suspected breaches must be recorded, assessed and responded to promptly.

146.8 Cross-border or cloud processing must be assessed for security, contractual protection, access and legal requirements.

146.9 Privacy obligations continue after membership, office, employment or contract ends.

ARTICLE 147 — CYBER SECURITY, DIGITAL SYSTEMS AND ACCESS CONTROL

147.1 The Club must maintain a cyber-security framework proportionate to member systems, payment data, websites, email, access control, CCTV, events and shared Operator systems.

147.2 Controls must include multi-factor authentication, least privilege, secure configuration, patching, backups, endpoint protection, logging, phishing awareness and incident response.

147.3 Passwords and access credentials must not be shared through insecure channels or retained by former personnel.

147.4 Domains, hosting, source code, repositories, social accounts, advertising accounts and critical subscriptions must be registered in or contractually controlled for the Club.

147.5 A supplier with system or data access must have appropriate security obligations, breach notice, subcontractor control, return and deletion terms.

147.6 Suspected phishing, malware, unauthorised transfer, credential compromise, data loss or payment diversion must be reported immediately and not concealed.

147.7 Payment and bank-detail change requests must be independently verified because an apparently genuine email is not sufficient.

147.8 Backups and recovery procedures must be tested and critical manual workarounds documented.

147.9 A material cyber incident must be managed under Articles 128 and 129, including legal, privacy, bank, insurer and regulator assessment.

ARTICLE 148 — RECORDS, RETENTION, ACCESS AND LEGAL HOLDS

148.1 The Club must maintain a records framework identifying authoritative systems, record owners, classification, retention, disposal and access.

148.2 Permanent records include registered rules, General Meeting and Committee minutes, founding records, material property documents, core intellectual property and significant heritage archives.

148.3 Membership, liquor, financial, tax, employment, safety, child, incident, contract and event records must be retained for the period in Schedule 7 or longer where law requires.

148.4 A legal hold, claim, investigation, audit or regulator notice suspends ordinary destruction of relevant material.

148.5 Records must be accurate, complete, dated and capable of demonstrating authority and decision. Material decisions must not exist only in personal messages.

148.6 A person leaving office, employment or contract must transfer records and must not delete, retain or use Club material without authority.

148.7 Member inspection rights are governed by Article 29 and law and do not create unrestricted access to privileged, personal, security or commercial material.

148.8 Secure disposal must make information unreadable and account for copies, backups and third-party custody where practicable.

148.9 Unauthorised alteration, destruction, concealment or fabrication of a Club record is serious misconduct.

ARTICLE 149 — WHISTLEBLOWING AND PROTECTED REPORTING

149.1 The Club must provide confidential channels for reporting suspected fraud, corruption, serious misconduct, child harm, safety breach, regulatory breach, retaliation or concealment.

149.2 A report may be made to the Secretary, Commodore, designated Whistleblower Protection Officer, independent service, auditor or another person identified by policy.

149.3 Where the report concerns a usual recipient, it must be routed to an independent non-conflicted recipient.

149.4 A reporter should have reasonable grounds but need not prove the allegation before reporting.

149.5 The Club must assess immediate risk, conflicts, evidence, external reporting, investigation, support and confidentiality.

149.6 Identity must be protected to the extent lawful and practicable, but absolute anonymity cannot be promised where fairness or law requires disclosure.

149.7 Dismissal, discipline, threat, harassment, exclusion, disadvantage or retaliation because of a protected report is prohibited.

149.8 Knowingly false reporting intended to harm another person may be misconduct, but an unsubstantiated good-faith report is not.

149.9 The Committee must receive de-identified reporting on material themes, response and corrective action.

149.10 This Article supplements and does not replace a statutory whistleblower, child-safety, WHS, police, regulator or employment right.

ARTICLE 150 — OFFICIAL COMMUNICATIONS, MEDIA AND PUBLIC STATEMENTS

150.1 The authorised spokespersons are the Commodore, chief executive or another person appointed for a specified subject.

150.2 An official statement about governance, legal proceedings, licence, safety, incident, finance, partnership or policy requires appropriate verification and authority.

150.3 Individual Committee members must respect collective decisions and confidentiality while retaining lawful rights to record dissent and speak personally without misrepresentation.

150.4 Employees, volunteers and contractors must refer media enquiries to the authorised spokesperson unless their role expressly includes communication.

150.5 Public statements must distinguish the Club from the Commercial Operator, property owner, marina, event partner and personal views.

150.6 Crisis and casualty communications must protect welfare, family notification, investigation, privacy and legal privilege.

150.7 Media releases, speeches, publications and major marketing claims must be retained as records and comply with intellectual-property and advertising law.

150.8 The Club must correct a material public error promptly and transparently where correction is reasonably necessary.

ARTICLE 151 — SOCIAL MEDIA, MEMBER GROUPS AND ELECTRONIC COMMUNICATION

151.1 Official social-media and messaging accounts must have approved administrators, multi-factor authentication, content authority, moderation and records controls.

151.2 A person must not use digital channels to harass, threaten, defame, disclose confidential information, identify a protected child, impersonate the Club or prejudice a proceeding.

151.3 Unofficial member groups must state clearly that they are not official, must not use confusing branding and remain subject to conduct and privacy rules.

151.4 The Club may require removal of content or identifiers infringing its rights or creating a serious safety, privacy or misleading-representation risk.

151.5 Reasonable criticism and member debate are permitted and must not be suppressed merely because they are inconvenient or disagree with leadership.

151.6 Election communications must comply with Article 24 and Article 66 and official administrators must provide neutral treatment.

151.7 Bulk email, messaging and contact lists must use lawful consent, unsubscribe and security controls.

151.8 A person must not publish internal incident images, confidential papers, personal data, access codes or security methods.

151.9 Social-media evidence relevant to an incident must be preserved before content is removed where lawful and safe.

ARTICLE 152 — NAME, CREST, BURGEE, FLAGS, UNIFORMS AND INTELLECTUAL PROPERTY

152.1 The Club owns or controls its name, ABYC acronym, crest, burgee, flags, insignia, uniforms, event brands, domains, designs, archives, photographs, publications and other intellectual property created or acquired for it.

152.2 Material alteration of the registered name, crest, principal burgee or core ceremonial identity requires consultation under Part II and the member approval required by Article 31.

152.3 A member in Good Standing may use the approved member badge and burgee for personal, non-commercial Club identification under published protocol.

152.4 Use does not certify vessel ownership, seaworthiness, competence, insurance, event entry, employment or Club endorsement of a business or opinion.

152.5 Commodore, Vice Commodore, Rear Commodore and other office insignia may be used only during the term and in the approved form. Past-office insignia must not imply current authority.

152.6 Uniforms and ceremonial dress must be worn respectfully and may not be used in misleading advertising, political campaigning, unlawful conduct or unauthorised commercial promotion.

152.7 Manufacturing, sale, sponsorship, licensing, reproduction or adaptation of Club intellectual property requires a written agreement covering quality, artwork, term, territory, payment, stock, approval and termination.

152.8 Work commissioned for the Club must have written intellectual-property terms ensuring the Club receives the ownership or continuing rights it requires.

152.9 Domains, accounts and digital assets created by an agency, volunteer or Operator for Club purposes must be transferred or controlled as required by the contract.

152.10 Unauthorised use may result in withdrawal, takedown, discipline and legal enforcement.

ARTICLE 153 — PUBLICATION, TRAINING, REVIEW AND ENFORCEMENT OF BY-LAWS

153.1 Current registered rules and by-laws must be reasonably available to members through the website, portal, premises or on request.

153.2 Employees, volunteers, officials, contractors and Committee members must receive training relevant to their responsibilities before exercising material authority.

153.3 Required acknowledgments, licences, qualifications, declarations and refresher training must be recorded.

153.4 The Committee must review these by-laws at least annually using legal developments, incidents, complaints, audit, regulator feedback, member input and operating changes.

153.5 A material amendment must identify purpose, authority, consultation, implementation, training and regulatory notification.

153.6 An urgent temporary direction may be issued under Article 25.9 but must be narrowly tailored, published promptly and reviewed before expiry.

153.7 Enforcement must be lawful, proportionate, consistent and procedurally fair, while preserving immediate protective action for safety, liquor, security and children.

153.8 A failure to enforce on one occasion does not waive a by-law or authorise future non-compliance.

153.9 A subordinate procedure or sign may give operational detail but must not contradict a higher instrument.

153.10 The Secretary must maintain the controlled master, version register, adoption record and archive of superseded instruments.

SCHEDULE 1 — MEMBERSHIP CLASSES, RIGHTS AND CONDITIONS

This Schedule forms part of the registered rules in Part I. A change to a class, voting right or fundamental condition requires special resolution, registration and any liquor-regulatory process required by law.

Class	Vote	Ordinary annual subscription	Core rights	Key conditions
Founding Life Member	Yes	Exempt	Full general member rights; vote; nominate; hold office; Founders' Council participation	Limited to the Founding 24; lifetime and personal; no automatic Committee seat, property, Operator equity or commercial preference; discipline applies
Full Member	Yes	Full rate	Full general use, participation, guest, reciprocal, voting and office rights	Adult; admitted under Article 7; financial and in Good Standing for reserved rights
Young Adult Member	Yes	Concessional rate	General participation, voting and office rights while adult and eligible	Aged 18 to 29 at start of membership year; transfers under published criteria
Senior Member	Yes	Rate approved for class	General participation, voting and office rights	Eligibility and transfer criteria published consistently; no automatic age discrimination contrary to law
Life Member	Yes	Exempt	Full general member and voting rights; recognition for exceptional service	Awarded only by special resolution; personal and non-transferable; discipline and activity charges apply
Associate Member	No	Rate approved for class	Published social, sporting and facility participation rights	Adult; no vote, proxy, nomination or elected office; may be reclassified only under Articles 7 and 10
Social Member	No	Rate approved for class	Social and hospitality participation within published access conditions	No vote, office or automatic marine-program priority; not a substitute for registration required in a Club Licensed Area; not required solely for lawful public Hospitality Operator access
Junior Member	No	Junior rate	Age-appropriate sporting, education, social and facility participation	Under 18; parent or guardian consent; Part X applies; no liquor, vote, proxy, office or guest-introduction right
Honorary Member	No	Ordinarily exempt or stated amount	Rights stated in appointment for limited honorary or official purpose	Committee appointment for stated term; may be revoked; no vote or office; must not be sold or used as commercial consideration
Temporary Member	No	As law and policy permit	Only rights expressly authorised for the temporary purpose and period	Used only where lawful; no vote or office; does not create continuing membership or defeat admission requirements

1.1 A family, corporate, sponsor, VIP or hospitality package may bundle charges or benefits but does not create a collective membership. Every person requiring member status must hold an individual class.

1.2 A member may hold an honorary designation in addition to a substantive class, but the substantive class determines voting and core rights.

1.3 The Committee may publish area, activity, booking and fee conditions that do not contradict the rights in this Schedule.

SCHEDULE 2 — FOUNDING 24 REGISTER

This Schedule forms part of the registered rules in Part I. The historical positions are fixed at 24, are personal and are not refilled or transferred. Names must be completed before or through the lawful establishment process and retained permanently.

No.	Full legal name	Date admitted	Signature or written acceptance	Register or resolution reference
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2.1 The Secretary must certify the completed register and preserve the supporting applications, consents and Committee or establishment resolutions.

2.2 A later notation of death, resignation, expulsion or legal incapacity does not erase the historical entry.

2.3 Public recognition may use the member's preferred name, but the controlled register must contain the legal identity required for governance and regulatory purposes.

SCHEDULE 3 — MANAGEMENT COMMITTEE POSITIONS AND PORTFOLIOS

Position	Statutory or constitutional status	Primary portfolio	Key boundaries
Commodore	President; elected Officer	Chairing, governance effectiveness, member leadership, ceremonial representation, external relationships	No unilateral executive power; no casting vote; must not direct staff outside delegation
Vice Commodore	Vice-president; elected Officer	Deputy chair, strategy implementation oversight, governance projects, acting Commodore	Authority only while acting or delegated; not automatic successor beyond these rules
Rear Commodore	Elected Officer	Sailing, yachting, fishing, officials, sporting programs and marine-community liaison	No authority over a marina, berth allocation, vessel service or third-party facility
Secretary	Statutory secretary and elected Officer	Notices, minutes, registers, filings, rules, reciprocal-club list, controlled records	Must satisfy statutory residence and eligibility; may delegate tasks but not accountability
Treasurer	Elected Officer	Financial reports, budget, controls, banking, audit, tax, solvency and reserves	Does not personally control funds; collective Committee and dual-control requirements remain
Director 1	Elected Committee member	Finance, audit and risk portfolio or another allocated portfolio	Exercises independent judgment; portfolio does not replace collective duty
Director 2	Elected Committee member	Membership, culture, conduct and safeguarding portfolio or allocation	Must remain separate from hearing or appeal where prior involvement creates bias
Director 3	Elected Committee member	Events, sponsorship, community and brand portfolio or allocation	No authority to commit sponsor or event rights outside delegation
Director 4	Elected Committee member	Safety, security, property, digital or another allocated portfolio	Oversight role, not day-to-day operational command unless expressly delegated

3.1 Portfolios are allocated annually by resolution and may be adjusted without changing elected office.

3.2 Committee and subcommittee charters must identify reporting, meeting frequency, annual objectives and conflicts.

3.3 A portfolio holder must not suppress information or create a parallel management chain.

3.4 Every position in this Schedule is honorary and unpaid under Article 17. Reimbursement and payment for separate services are permitted only under Articles 17, 19, 26 and 138 and Schedule 6.

SCHEDULE 4 — GOVERNANCE AND COMPLIANCE CALENDAR

Timing	Governance actions	Financial and assurance actions	Operational and regulatory actions
July	Confirm portfolios, committees, declarations, delegations and annual work plan	Approve final budget if not already approved; open new-year ledgers and restricted-fund schedules	Renew member status; confirm licence, insurance and compliance calendar
August	Review membership and AGM action items	Review prior-year draft accounts and audit plan	Cyclone pre-season planning begins; review event and contractor pipeline
September	Strategic and risk review	Audit fieldwork, related-party schedule and asset verification	Child-safety, WHS and emergency training review
October	Member forum and constitutional issues review	Forecast and capital commitments review	Cyclone readiness, marine-event and peak-season risk checks
November	Committee effectiveness and succession planning	Liquidity, insurance and procurement review	Emergency drill; sound, traffic and patron-dispersal review
December	Conflict register update and annual policy exceptions review	Half-year stock, cash and account control testing	Peak-period liquor, security, child and pool controls
January	Strategy progress and member engagement review	Mid-year forecast and budget reset	Business-continuity and cyber recovery test
February	Election planning and nomination timetable	Capital plan and next-year assumptions	Marine program, sponsorship and event calendar planning
March	Rules, by-laws and governance policy annual review	Pre-budget and contract-renewal review	Licence, planning, food, pool and facility compliance review
April	Set AGM timetable and candidate communications	Draft next-year budget; auditor independence and appointment review	Insurance renewal data; cyclone close-out and lessons
May	Issue election and AGM preparations; review Founder consultation matters	Year-end close plan, stocktake and grants acquittal	Training matrix, contractor documents and emergency plans refreshed
June	Finalise AGM reports and proposed member resolutions	Year-end controls, provisions, commitments and audit readiness	Membership renewal notice; licences, permits and certificates checked
Monthly	Committee meeting, declarations, minutes and action review	Management accounts, bank and inter-entity reconciliation, aged debt and cash forecast	Incidents, liquor, safety, child, cyber, complaints, contracts and compliance exceptions
Quarterly	Enterprise risk, strategy, subcommittee and Operator performance review	Forecast, reserves, related parties, procurement exemptions and capital cost-to-complete	Emergency, security, marine, privacy, environmental and regulatory review
Annually	AGM within six months after 30 June; elections; operations report	Audited financial statements, annual return and required disclosures	Full policy, training, insurance and licence review

4.1 The Secretary must convert this calendar into dated tasks each year and record completion evidence.

4.2 A statutory or licence deadline prevails over the indicative month in this Schedule.

SCHEDULE 5 — DISCIPLINARY, PROTECTIVE AND REVIEW MATRIX

This matrix guides consistent administration and does not predetermine an outcome. Seriousness, intent, harm, history, cooperation, vulnerability, legal duties and mitigation must be considered.

Matter	Immediate protective response	Possible formal outcome	Decision and review pathway
Minor first-time etiquette or dress issue	Explanation, reminder, area restriction or opportunity to correct	Advice or no further action	Operational decision; duty-manager review available
Repeated low-level conduct or guest-control failure	Warning, guest restriction or same-day removal	Written warning, education, conditions or short suspension	Delegated panel or Committee; lesser-sanction appeal under Article 11.11
Intoxication or responsible-service concern	Refuse service, provide water or transport support, remove or short venue exclusion	Conduct warning, access condition or suspension where misconduct established	Licensee operational authority; membership process if disciplinary in substance
Violence, weapon, serious threat or unlawful drugs	Emergency services, removal, evidence preservation and interim suspension	Long suspension or expulsion; external referral	Independent hearing panel; General Meeting appeal for expulsion
Sexual harassment, stalking, discrimination or retaliation	Separate persons, safety plan, restrict contact and preserve evidence	Conditions, suspension or expulsion; police or regulator referral where appropriate	Independent investigator and hearing; Article 11 review rights
Child-safety allegation	Protect child, remove from child duties, statutory assessment and confidentiality controls	Role removal, suspension or expulsion following fair process; external action	Part X and Article 11; external process takes priority where required
Fraud, bribery, theft or record falsification	Secure systems and evidence, remove access, notify bank, auditor or authorities	Restitution, office removal, suspension or expulsion; civil or criminal referral	Independent investigation; conflicted persons excluded
Marine or competition rule breach	Safety direction, retirement, protest or disqualification	Sporting penalty and, if serious, membership discipline	Sport process under Article 94; separate Article 11 process if needed
Illegal fishing or environmental breach	Stop activity, preserve evidence, notify authorities where required	Disqualification, prize forfeiture, suspension or expulsion	Competition process plus Article 11 and regulator rights
Cyber, privacy or confidential-information breach	Disable access, contain disclosure and preserve logs	Training, conditions, suspension, expulsion or legal referral	Privacy or cyber response plus Article 11 where misconduct alleged
Non-payment	Suspend financial rights after notice	Termination for non-payment	Article 8 warning and Committee decision; reinstatement under Article 8.8

5.1 An operational action is not a finding of guilt and must not be described as punishment unless imposed through the formal process.

5.2 Expulsion requires the process in Article 11 and attracts a General Meeting appeal.

5.3 A person involved as accuser, investigator or material witness must not decide the same matter unless unavoidable and legally advised.

SCHEDULE 6 — FINANCIAL DELEGATIONS, PROCUREMENT AND MATERIALITY

Section A establishes the material borrowing threshold used by Article 27.3(c) and may be amended only by special resolution and registration as a rule amendment. Other thresholds are by-laws and may be amended by the Committee, but a reduction in control must be reported to the next General Meeting.

FORM 6A — CONSTITUTIONAL MATERIAL TRANSACTION THRESHOLD

6A.1 For Article 27.3(c), prior special resolution is required for borrowing, guarantees or security where the total new exposure from the transaction and related transactions exceeds the lower of:

(a) **AUD 2,000,000**; and

(b) **20 per cent of the Club's gross revenue for the most recently completed financial year**, provided that during the first two financial years the fixed AUD 2,000,000 threshold applies unless members determine another amount by special resolution.

6A.2 Exposure includes principal, capitalised interest, guaranteed amount, security-supported obligation and reasonably foreseeable contingent liability.

6A.3 Article 27 independently requires special resolution for the other transaction categories listed there, regardless of amount.

FORM 6B — EXPENDITURE AND CONTRACT APPROVAL

Transaction category	Indicative threshold	Minimum approval	Conditions
Budgeted operating expenditure	Up to AUD 10,000	Authorised manager	Within approved account, purpose and procurement method; no self-approval
Budgeted operating expenditure	Over AUD 10,000 to 50,000	Senior manager plus one Officer or authorised approver	Evidence of quote requirements, receipt and conflict check
Budgeted operating expenditure	Over AUD 50,000 to 250,000	Chief executive or general manager plus Treasurer or another non-conflicted Officer	Written procurement record and contract where appropriate
Budgeted operating expenditure	Over AUD 250,000	Management Committee	Formal paper, funding confirmation, procurement and legal review proportionate to risk
Unbudgeted expenditure	Up to AUD 10,000	Chief executive or general manager plus Treasurer	Genuine operational need; identify budget offset or reserve; report monthly
Unbudgeted expenditure	Over AUD 10,000 to 50,000	Commodore and Treasurer jointly, both non-conflicted	Written urgency or business case; report at next Committee meeting
Unbudgeted expenditure	Over AUD 50,000	Management Committee	Formal business case, funding, cash-flow and risk assessment
Emergency expenditure	Amount reasonably necessary	Highest available authorised level, with two-person approval where practicable	Immediate safety, asset or legal protection only; document within 48 hours and ratify at next Committee meeting
Capital project or cumulative variation	Over AUD 250,000 or 10 per cent of approved project budget	Management Committee	Cost-to-complete, contingency, program, scope and contract review
Settlement, waiver or write-off	Over AUD 25,000	Management Committee	Independent legal or financial advice where material; related-party controls
Related-party transaction	Over AUD 25,000 total annual value	Non-conflicted Management Committee	Market evidence and Article 19; independent advice for material or long-term arrangements
Committee member expense reimbursement	Actual reasonable out-of-pocket amount	Treasurer plus one non-conflicted Officer or Committee delegate; recipient excluded	Authorised Club purpose, receipt or approved alternative evidence, no profit or fixed allowance, correct coding and disclosure
Separate professional or commercial services by a Committee member	Any amount	Non-conflicted Management Committee; General Meeting approval where required by law or these rules	Written scope and fee, procurement and market evidence, Article 19 exclusion, no ordinary office duties, register and AGM disclosure

6B.1 The Committee may issue more restrictive delegations for particular accounts, projects, systems or persons.

6B.2 A payment requires approval of the underlying commitment and separate payment control; approval of one does not imply the other.

FORM 6C — PROCUREMENT METHOD

Total anticipated value	Minimum market process	Required record	Permitted exception
Up to AUD 10,000	One documented market check or established catalogue rate	Purchase record and business purpose	Low-risk routine purchase within approved supplier arrangement
Over AUD 10,000 to 50,000	At least two written quotations where market permits	Comparison and approval record	Sole source, compatibility, emergency or specialist reason approved in writing

Total anticipated value	Minimum market process	Required record	Permitted exception
Over AUD 50,000 to 250,000	At least three written quotations or structured request for proposal	Scope, criteria, conflict declarations, evaluation and approval	Documented exemption approved by chief executive and Treasurer and reported to Committee
Over AUD 250,000	Formal competitive tender or independently advised market process	Procurement plan, probity, bids, evaluation, legal review and Committee resolution	Only Committee-approved exception supported by compelling evidence and reported to members if material
Any related-party procurement	Process appropriate to value plus independent benchmarking	Full conflict register, non-conflicted evaluation and fair-value evidence	No exception from conflict disclosure or non-conflicted approval

6C.1 Total anticipated value includes options, renewals, extensions, related work, taxes where not recoverable and reasonably foreseeable variations.

6C.2 Purchases must not be split or sequenced to avoid a threshold.

FORM 6D — GIFTS AND BENEFITS

Benefit	Treatment	Register requirement	Additional control
Cash or cash equivalent from supplier, bidder or party seeking decision	Must be declined and reported	Always	Consider Article 142 and investigation
Token item up to AUD 50	May be accepted if no influence or live procurement	Register if repeated or sensitive	Share or surrender where appropriate
Benefit over AUD 50 to 250	Declare promptly; acceptance requires manager or Officer approval	Always	Must not occur during live procurement without exceptional written approval
Benefit over AUD 250, travel or accommodation	Ordinarily decline or obtain Committee approval before acceptance	Always	Business purpose, payer, attendees and conflicts must be documented
Sponsor or event hospitality allocated by Club	May be accepted under approved allocation	Record where material	No personal trading or undisclosed onward transfer

SCHEDULE 7 — REGISTERS, RECORDS AND MINIMUM RETENTION

A longer statutory, contractual, insurance, grant, litigation or legal-hold period prevails. Retention periods run from the relevant closure date unless law states otherwise.

Register or record	Responsible custodian	Minimum retention	Minimum contents and controls
Register of Members	Secretary	Permanent while current; former-member history at least 7 years and core admission history permanent	Legal name, address and contact, class, admission, cessation, subscription particulars and statutory information; controlled access
Founding 24 Register	Secretary and archive custodian	Permanent	Schedule 2 entries, applications, written acceptance, resolutions, status notations and historical record
Guest and visitor registers	Secretary for Club registers; Hospitality Operator licensee for Operator records	Period required by Liquor Law, and at least 2 years unless legally advised otherwise	For Club Licensed Areas: name, current residence or reciprocal club, date, introducing person or lawful category, statutory exceptions, regulator access and privacy controls. Public Hospitality Area booking, day-pass and patron records are Operator records unless law or licence conditions require otherwise.
Reciprocal clubs list and agreements	Secretary	Current plus 7 years after end; list current on premises where required	Club identity, legal status, agreement, term, contacts, reciprocal conditions and review
General Meeting minutes and resolutions	Secretary	Permanent	Notice, attendance, quorum, proxies, resolutions, votes, declarations, reports and authenticated minutes
Committee minutes and resolutions	Secretary	Permanent	Attendance, quorum, papers, decisions, reasons where material, interests, departures, votes, dissent and actions
Conflict and related-party register	Secretary or governance officer	Permanent for Committee disclosures; at least 7 years for other entries	Person, interest, related entity, matter, control, approval, annual disclosure and AGM reporting
Financial and tax records	Treasurer or finance manager	At least 7 years or longer if required	Ledgers, statements, invoices, payroll, tax, stock, budgets, reports, audit and supporting evidence
Material contract register	Secretary or contract manager	Contract term plus at least 7 years; deeds and property documents longer or permanent	Parties, scope, premises, value, term, owner, approvals, conflicts, insurance, variations, options, security, cost-recovery schedule, true-up, licences and record location
Asset and heritage registers	Property manager and archive custodian	Life of asset plus at least 7 years; heritage record permanent	Identity, location, cost, custodian, maintenance, insurance, disposal and heritage controls
Liquor compliance records	Each responsible licensee or approved manager	Period required by law and at least 5 years for material records	Separate Club and Operator licences, approved plans, managers, RSA, RAMPs, incidents, refusals, registers, promotions, hours, signage, stock and regulator correspondence; no blurred licensed-area records.
Food-safety records	Food business supervisor	Period required by law and risk, ordinarily at least 2 years	Temperature, cleaning, allergens, suppliers, incidents, pest, recall and corrective action
WHS, injury and incident records	Safety manager	Period required by law and claim risk, ordinarily at least 7 years; serious exposure longer	Report, evidence, notification, treatment, investigation, actions and closure
Child-safety and screening records	Child Safety Officer	As required by child-safety law and risk; serious allegations retained securely long term	Consent, attendance, screening, training, concern, report, response, external referral and support; enhanced restriction
Marine event and race records	Marine programs manager	At least 7 years; significant results and trophies permanent	Entries, declarations, course, weather, officials, tracking, results, protests, incidents and awards
Fishing competition records	Competition director	At least 7 years	Entries, rules, evidence, measurements, verification, protests, prizes, permits and incidents
Event and function records	Event owner	At least 7 years	Contract, plan, approvals, attendees, suppliers, revenue, refunds, incidents, security, noise and reconciliation
Security and CCTV	Security manager	Routine footage according to policy; incident footage until final closure and limitation review	Access logs, footage, refusals, removals, force, prohibited items, evidence release and legal holds
Privacy and cyber records	Privacy and security officers	At least 7 years for material incidents and decisions	Assessments, requests, consents, breaches, logs, notifications, actions and vendor controls
Complaints, discipline and grievances	Secretary or integrity officer	At least 7 years after closure; expulsion and serious matters longer	Allegation, notice, evidence, conflicts, protective action, hearing, decision, appeal and outcome

Register or record	Responsible custodian	Minimum retention	Minimum contents and controls
Training, licences and qualifications	Responsible manager	Employment or role plus at least 7 years, or longer where required	Course, provider, date, expiry, evidence, role applicability and refresher status
Insurance and claims	Treasurer or risk manager	Policy and claim period plus at least 7 years; unresolved claims until final closure	Policies, declarations, certificates, notices, correspondence, reserve and settlement
Rules, by-laws, policies and delegations	Secretary	Permanent controlled archive	Approved text, version, authority, effective date, regulator notification, publication and superseded copy

7.1 Personal information within a permanent record may be restricted, redacted or separated where continued open access is not necessary.

7.2 Destruction must be authorised, documented and secure. Automatic deletion must be suspended when a legal hold or incident applies.

7.3 Critical electronic records must be backed up and restoration tested.

SCHEDULE 8 — GOVERNANCE FORMS AND MINIMUM CONTENT

FORM 8.1 — MEMBERSHIP APPLICATION

8.1.1 The approved membership application must contain at least:

- **(a)** applicant's full legal name, preferred name, address, date of birth where relevant and contact details;
- **(b)** class requested and evidence of eligibility;
- **(c)** proposer and seconder details if required;
- **(d)** emergency, parent or guardian and accessibility information where relevant;
- **(e)** consent to these rules, by-laws, lawful directions and privacy notice;
- **(f)** declarations concerning material prior expulsion, exclusion, disqualification and information reasonably relevant to safety or integrity;
- **(g)** acknowledgement that vessel ownership is not required and no berth, marina or Operator entitlement is created;
- **(h)** applicant signature and date; and
- **(i)** office-use fields for receipt, temporary applicant period, verification, recommendation, Committee meeting, resolution, notice and register entry.

8.1.2 The form must not promise membership before Committee approval.

FORM 8.2 — COMMITTEE NOMINATION AND CANDIDATE DISCLOSURE

8.2.1 The nomination must include:

- **(a)** office sought, nominee consent and required proposer details;
- **(b)** eligibility and Good Standing confirmation;
- **(c)** candidate statement within the published limit;
- **(d)** employment, directorship, ownership, family and other interests involving the Club, Operator, landlord, marina, sponsors or material suppliers;
- **(e)** criminal, insolvency, regulatory or disqualification information required by law;
- **(f)** acknowledgement of duties, confidentiality, conduct, training and conflicts; and
- **(g)** authority to publish the candidate statement and relevant governance disclosures.

8.2.2 A material change before election must be disclosed promptly.

FORM 8.3 — ANNUAL INTERESTS, GIFTS AND RELATED-PARTY DECLARATION

8.3.1 Each Committee member and designated senior person must declare:

- **(a)** employers, businesses, directorships, trusts and material investments;
- **(b)** close relationships relevant to Club decisions;
- **(c)** interests in the Operator, property owner, marina, sponsors and suppliers;
- **(d)** loans, guarantees, security, services or contracts involving the Club;
- **(e)** gifts, hospitality, travel and benefits above Schedule 6 thresholds;
- **(f)** actual, potential and perceived conflicts; and
- **(g)** changes arising since the previous declaration.

8.3.2 The declaration supplements the duty to disclose each meeting-specific material personal interest.

FORM 8.4 — COMMITTEE PAPER AND RESOLUTION

8.4.1 A material Committee paper should contain:

- **(a)** decision sought and authority;
- **(b)** background and alignment with objects and strategy;
- **(c)** options and recommendation;
- **(d)** financial impact, budget and cash flow;
- **(e)** legal, licence, safety, child, privacy, cyber, environmental and reputation issues;
- **(f)** conflicts and related-party status;
- **(g)** procurement, valuation and independent advice;
- **(h)** consultation and member-approval requirements;
- **(i)** implementation, owner, milestones and reporting; and
- **(j)** draft resolution with clear delegations and conditions.

FORM 8.5 — CONFLICT DECLARATION FOR A SPECIFIC MATTER

8.5.1 The declaration must record:

(a) person and office;
(b) meeting, agenda item and matter;
(c) nature, extent and relationship of the interest to Club activities;
(d) related persons and entities;
(e) date the person became aware;
(f) proposed control, including paper restriction, departure, abstention and independent advice;
(g) non-conflicted decision; and
(h) departure, return, vote and minute reference.

FORM 8.6 — INCIDENT AND HAZARD REPORT

8.6.1 The report must distinguish fact from assumption and include:

(a) date, time, location and reporter;
(b) persons and witnesses;
(c) event, activity, weather and conditions;
(d) injury, hazard, child, liquor, security, marine, property, privacy or environmental category;
(e) immediate action, first aid, emergency services and protective measures;
(f) photographs, CCTV, logs, equipment and other evidence;
(g) external notifications;
(h) responsible investigator; and
(i) corrective actions, due dates, verification and closure.

FORM 8.7 — GUEST, VISITOR OR RECIPROCAL ENTRY

8.7.1 The record must capture the information required by Liquor Law and policy, including:

(a) full name;
(b) current place of residence or reciprocal club;
(c) date and time;
(d) introducing member, function, activity or lawful category;
(e) identity or age verification where required; and
(f) acknowledgement of entry conditions where the system requires it.

FORM 8.8 — EVENT APPROVAL AND POST-EVENT REPORT

8.8.1 The event approval must include the matters in Articles 97 and 98, all responsible parties, approvals and event command.

8.8.2 The post-event report must include attendance, financial result, incidents, liquor, security, first aid, child safety, noise, transport, complaints, supplier performance, sponsor delivery, refunds and lessons.

FORM 8.9 — DISCIPLINARY NOTICE AND DECISION

8.9.1 An allegation notice must contain the information in Article 11.4 and identify procedural contacts, documents and response date.

8.9.2 A decision must identify panel, conflicts, evidence considered, findings, standard of proof, reasons, sanction, commencement, protective measures and review rights.

FORM 8.10 — FOUNDER OR RELATED-PARTY AGREEMENT COVER SHEET

8.10.1 The cover sheet must identify:

(a) parties and relationship;
(b) transaction and total value;
(c) Club benefit and alternatives;
(d) market evidence and independent advice;
(e) conflicts and excluded decision-makers;
(f) approval authority and resolution;
(g) term, options, exclusivity and termination;
(h) security, guarantee, governance and non-proprietary safeguards; and
(i) reporting, audit and member disclosure.

SCHEDULE 9 — LEGAL AND QUEENSLAND YACHT-CLUB BENCHMARK REGISTER

This Schedule records the drafting sources and benchmark purposes used for Version 1.1. It is not a representation that another club endorses ABYC or that its rules can be copied without adaptation. Current legislation and regulator requirements must be rechecked before adoption and each amendment.

Source or benchmark	Version or status checked	Primary drafting use	ABYC treatment
Associations Incorporation Act 1981 (Qld)	Current in-force legislation checked 4 August 2026	Own rules, non-profit financial gain, officer duties, remuneration disclosure, management, interests, reporting, amendment and winding-up framework	Part I drafted as comprehensive own rules; honorary Committee offices adopted as Club policy; statutory remuneration disclosure and mandatory law preserved
Associations Incorporation Regulation 1999 (Qld), Schedule 4 Model Rules	Current regulation and OFT Model Rules Version 8 dated 1 August 2024	Required rule subjects, membership, meetings, committee, grievance and procedural baseline	Used as completeness baseline and strengthened for ABYC structure
Queensland Office of Fair Trading — Rules for associations	Official guidance updated 30 June 2026	Own-rule registration, mandatory contents, supplementary model-rule position and amendment process	Document identifies registrable Part I and requires OFT process before effect
Liquor Act 1992 (Qld), community club provisions and Schedule Rules of clubs	Current law checked 4 August 2026, including ss 76, 77, 78 and 79 and the Schedule rules of clubs	Non-proprietary character, principal activity, entrant categories, mandatory guest and visitor registers for Club premises, statutory exceptions, licence boundaries and separate licensee responsibility	Club registers retained where legally required; public hospitality areas intended for an Operator licence; adjacent or separate licence structure requires liquor-law advice and OLGR approval before operation
Southport Yacht Club Inc. Constitution and By-Laws	August 2025 edition reviewed	Detailed Queensland incorporated yacht-club membership, discipline, governance, interests, subcommittees and by-law architecture	Adapted selectively; vessel ownership, marina and island-facility provisions excluded
Royal Queensland Yacht Squadron Ltd By-Laws	Version 5.9, May 2023 reviewed	Layered constitution, by-law and policy hierarchy; member conduct; reciprocal and operational rules	Operational architecture adapted; company-limited-by-guarantee governance not adopted
Queensland Cruising Yacht Club Inc. Constitution	OFT-accepted edition dated 27 September 2021 reviewed	Queensland yachting objects, sporting focus and incorporated-association practice	Objects adapted; marina, berth and storage implications excluded
Whitsunday Sailing Club membership practice	Current public practice reviewed in 2026	Local membership categories, applications and Whitsunday operating context	Local context considered; ABYC Committee approval and voting rules drafted to statutory requirements
Cairns Cruising Yacht Squadron governance documents	Current public governance document structure reviewed in 2026	Modular constitution, general by-laws and activity-specific rule structure	Modular method adopted across Parts II to XIV
Australian Sailing and World Sailing rule frameworks	Current versions to be confirmed for each event	Racing, officials, protests, integrity and event-document hierarchy	Incorporated by reference only for activities and subject to event-specific publication

9.1 Legal review must confirm the exact legislation reprint dates, prescribed forms, licence conditions and local approvals current at adoption.

9.2 Benchmark club provisions are persuasive operational examples only. ABYC's own facts, licence, site, Operator structure and non-marina status govern.

SCHEDULE 10 — ESTABLISHMENT AND IMPLEMENTATION CHECKLIST

No.	Required action	Accountable lead	Completion evidence	Status or date
01	Obtain Queensland association and liquor-law review of the complete instrument	Establishment Committee	Settled legal draft and advice memorandum	
02	Confirm proposed name availability and reserve or approve Airlie Beach Yacht Club Inc.	Secretary	Name search and approval record	
03	Complete objects, registered office, first Committee and incorporation application	Secretary and legal adviser	Filed application and supporting resolutions	
04	Complete Schedule 1 membership classes and Schedule 2 Founding 24 legal names and written acceptances	Secretary	Certified schedules and source documents	
05	Hold lawful adoption meeting and complete Schedule 11	Establishment Chair	Notice, attendance, minutes, resolutions and signatures	
06	Register own rules with the Office of Fair Trading and retain approved copy	Secretary	OFT confirmation and controlled registered rules	
07	Obtain ABN, tax, charity or concession advice and registrations appropriate to actual activities	Treasurer and tax adviser	Registrations and tax position paper	
08	Open Club bank accounts with dual control and approved mandates	Treasurer	Bank confirmation and mandate register	
09	Appoint auditor and establish accounting, budget, reporting and restricted-fund systems	Committee	Engagement letter and finance procedures	
10	Place public liability, management liability, property, cyber, volunteer, marine and other required insurance	Risk lead	Policies, certificates and coverage review	
11	Confirm premises tenure, permitted use, building classification, occupancy and development conditions	Property lead and advisers	Executed tenure and approvals register	
12	Finalise the OLGR licence strategy so the Hospitality Operator holds its own licence for the Designated Public Hospitality Areas; determine whether the Club will hold any separate licence; settle approved plans, hours, principal activity, signs and register consequences	Liquor lead, Hospitality Operator and lawyer	Written licence strategy, premises plans, applications, approvals and boundary matrix	
13	If the Club will hold a community club licence, lodge the applicable rules and establish amendment, membership, entrant, reciprocal and statutory register controls	Secretary	Lodgement and regulator receipt	
14	Separate any bottle shop, takeaway or delivery proposal into a specifically advised lawful structure	Commercial and liquor leads	Entity, licence, planning and system plan	
15	Tender, benchmark, approve and execute the Hospitality Lease covering the Main Bar, Restaurant, Pool, Pool Bar, functions, operator responsibilities, own liquor licence, operating hours, cost recovery and commencement conditions	Non-conflicted Committee	Procurement file, independent valuation, executed lease, operating agreement and conflict record	
16	Establish rent, outgoings, payment of all Approved Club Costs, Club Operating Contribution, annual budget and true-up, prudent reserves, and complete Club and Hospitality Operator financial, employment, data, merchant and asset separation	Treasurer, contract owner and independent adviser	Financial model, interface matrix, budget schedule, reconciliation and payment procedures	
17	Adopt delegations, honorary Committee expense-reimbursement and separate-service procedures, procurement, gifts, conflicts, contract and payment controls	Committee	Approved Schedule 6 and procedures	
18	Set up statutory Club registers for any Club Licensed Area and separate Hospitality Operator booking, pool, patron, liquor, conflict, contract, asset and compliance records; confirm when public patrons do not require Club sign-in	Secretary	Register index, liquor-law advice, privacy notices, access controls and system test	
19	Adopt child-safety policy, appoint Child Safety Officer and verify blue-card systems	Safety lead	Policy, appointment, screening and training records	
20	Adopt WHS system, risk register, contractor induction and incident reporting	Safety lead	Approved system and training evidence	
21	Complete emergency, fire, cyclone, medical, security and business-continuity plans and exercises	Safety and operations leads	Plans, roles, drills and corrective actions	

No.	Required action	Accountable lead	Completion evidence	Status or date
22	Complete separate liquor compliance plans, RSA, approved-manager, RAMP, incident, register, signage, licensed-area and harm-minimisation procedures for the Club and Hospitality Operator as applicable	Licensee or liquor lead	Training, registers and compliance plan	
23	Complete food-safety, public pool and day-pass access, wellness, cleaning, waste, pest-control and facility-hour systems under the responsible entity	Operations lead	Licences, plans, logs and contractor records	
24	Complete noise, traffic, parking, patron-dispersal, delivery and amenity procedures	Operations and planning leads	Approved plans and neighbour contact process	
25	Affiliate with Australian Sailing or other bodies where approved and adopt current event rules	Marine Programs Committee	Affiliation and controlled rule library	
26	Approve marine, fishing, training, vessel and event safety systems	Marine Programs Committee	Manuals, event templates and equipment records	
27	Register and protect the Club name, crest, burgee, domains and digital accounts	Brand and legal leads	IP register, registrations and credential custody	
28	Implement privacy, cyber, records, backups, website, membership portal and payment security	Privacy and cyber leads	Policies, system tests and contracts	
29	Publish member handbook, public and restricted area map, operating hours, application forms, fees, dress, guest, visitor, public hospitality and facility-access rules	Membership lead	Controlled publications and website pages	
30	Train Committee, staff, Operator personnel, volunteers and officials before operations	Secretary and managers	Training matrix and signed acknowledgments	
31	Approve first-year strategy, cost-recovery Club budget, Hospitality Operator contribution schedule, reserve policy, risk appetite, events calendar and Committee work plan	Committee	Resolutions and controlled plans	
32	Conduct pre-opening legal, licence, safety, financial, cyber and operational readiness review	Independent reviewers	Readiness report and closure of critical actions	
33	Schedule first AGM within legal period and establish annual return and audit timetable	Secretary	Governance calendar and notices	
34	Review this instrument after the first six months of operation and present material changes properly	Committee	Review report and amendment records	

10.1 An item may be marked complete only when evidence has been stored in the controlled record system.

10.2 A critical legal, liquor, planning, fire, safety, child, insurance or financial item must be complete before the affected activity begins.

10.3 The Committee must receive a readiness dashboard and formally resolve whether each operating stage may commence.

SCHEDULE 11 — ADOPTION CERTIFICATE AND EXECUTION RECORD

This certificate must be completed to reflect the actual establishment or General Meeting process. It does not replace required OFT, OLGR or other regulatory forms and approvals.

11.1 The persons signing below certify that:

(a) proper notice of the meeting and proposed rules was given;

(b) the meeting was held on the date and at the place stated below;

(c) quorum was present;

(d) the resolutions recorded below were validly passed;

(e) the attached or identified instrument is the text adopted; and

(f) required applications and notifications will be lodged within the prescribed periods.

FORM 11.1 — MEETING DETAILS

Field	Completion
Association or proposed association	Airlie Beach Yacht Club Inc.
Meeting type	Establishment meeting / General Meeting / Annual General Meeting — select and complete
Date and time	
Place or technology	
Chair	
Minute taker	
Voting members or eligible participants present	
Quorum requirement and confirmation	
Document identifier	ABYC-GOV-MASTER-001, Version 1.1, dated 4 August 2026

FORM 11.2 — ADOPTION RESOLUTIONS

11.2.1 Proposed resolution 1 — registered rules:

“Subject to incorporation, registration and any amendments required by the Office of Fair Trading or legal counsel that do not materially alter the resolutions of this meeting, Part I and Schedules 1 and 2 of ABYC-GOV-MASTER-001 Version 1.1 are adopted as the own rules of Airlie Beach Yacht Club Inc., and section 47(1) of the Associations Incorporation Act 1981 (Qld) is excluded to the extent stated in Article 1.4.”

11.2.2 Proposed resolution 2 — consolidated subordinate instruments:

“Parts II to XIV and Schedules 3 to 10 of ABYC-GOV-MASTER-001 Version 1.1 are adopted as the initial charters, by-laws, codes, controls and implementation instruments of Airlie Beach Yacht Club Inc., subject to the registered rules and Applicable Law.”

11.2.3 Proposed resolution 3 — authority to lodge and correct:

“The Secretary and Commodore are jointly authorised to execute, certify and lodge the incorporation, rule, liquor and related documents and to make non-substantive corrections or regulator-required changes, with every material change to be referred back to the appropriate decision-maker.”

11.2.4 Proposed resolution 4 — first implementation program:

“The first Management Committee is directed to complete Schedule 10, establish the controlled governance register and report progress to members at the first annual general meeting.”

Resolution	Votes for	Votes against or abstained	Result and minute reference
Resolution 1 — registered rules			
Resolution 2 — subordinate instruments			
Resolution 3 — lodgement authority			
Resolution 4 — implementation			

FORM 11.3 — CERTIFYING SIGNATURES

Name	Office or capacity	Signature	Date
	Chair or Commodore		
	Secretary		
	Treasurer or witness		

Name	Office or capacity	Signature	Date
	Independent legal witness if used		

FORM 11.4 — REGULATORY AND VERSION RECORD

Action	Reference or receipt	Effective date	Certified by
Incorporation registered			
Own rules registered by OFT			
Liquor regulator notified or approval obtained			
Controlled master issued			
First by-law review completed			

11.4.1 The Secretary must attach the registered OFT version, regulator correspondence and any approved amendments to the controlled master.

11.4.2 If the registered text differs from this draft, the registered text prevails and the consolidated instrument must be updated immediately.

END OF MASTER GOVERNANCE INSTRUMENT

Airlie Beach Yacht Club Inc. | Version 1.1 | 4 August 2026