

## Financial implications

Based on the average cost of a resort course being \$65, the average cost of an openwater course being \$375, the average daily rate on a live-aboard diving vessel being \$180 and the average day boat rate being \$120, it can reasonably be estimated that the average cost per dive is \$80.. This indicates that the total value of the Diving Industry to Queensland in direct expenditure is of the order of \$103,240,000.

## Summary

From the data presented by operators it appears that

- 1 1,290,500 dives are undertaken in Queensland waters each year.
- 2 943,000 dives are conducted by trained divers.
- 3 150,000 open water training dives are conducted.
- 4 68,000 speciality and ongoing training dives are conducted.
- 5 129,500 resort courses are conducted
- 6 that approximately 60% of all diving that occurs on the Great Barrier Reef takes place in the area from offshore Innisfail to Lizard Island.

## Acknowledgements

This study was commissioned by The Great Barrier Reef Marine Park Authority, assisted by DIVE Queensland Inc., Division Of Workplace Health & Safety, Queensland Travel and Tourism Commission and the Association of Marine Park Tourism Operators. It was completed in May 1995.

## Key Words

Diver numbers, environment, recreational diving, training.

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## WAIVERS EFFECTIVE OR NOT?

Michael Gatehouse and Tom Wodak

It is increasingly common for Australian and overseas dive charter operators to require divers to sign a document (frequently called a *waiver*, *release*, or *indemnity*, or some combination containing one or more of those words), which purports to deprive the diver of any rights they may otherwise have to sue the charter operator even if the charter operator's negligence has been the cause of the injury or loss.

In Australia as a general rule, where the charter operator is a sole trader or partnership, a diver can release the charter operator from all liability, including any right to sue for negligence, by signing a properly drafted waiver.

The situation will probably be different if the waiver is subject to the laws of Western Australia as that State has enacted statutory provisions supplanting the common law position which exists in the rest of Australia.

The position overseas is not straightforward and the efficacy of waivers signed in or subject to the laws of non-Australian jurisdictions would usually involve the consideration of complex questions of international law.

An effective waiver is one expressed in language which is clear and unambiguous, and specifically covers claims brought in negligence. If there is any ambiguity or defect in the drafting of a waiver, the courts generally construe the documents strictly and against the party seeking to rely on it (in this instance the charter operator), in order to restrict its operation.

Provided the waiver is written with clarity, Australian courts will generally interpret and give effect to the document according to its ordinary meaning. Courts usually approach this interpretive function by construing the document as a whole, giving due weight to the context in which the clause containing the waiver appears.

Whilst Australian courts have yet to determine specifically the effectiveness of a waiver in respect of diving litigation, some guidance as to the likely approach can be gleaned from recent decisions. Both cases involved sporting and risk inherent adventure activities. The conclusion reached demonstrates that Australian courts may well be prepared to hold that an injured diver had waived the right to sue a charter operator by signing a properly drawn waiver.

In the first of these cases the Defendants owned and operated a gymnasium. The Plaintiff, who was keen to take up competitive body building, purchased a

gymnasium membership. He signed an agreement incorporating a waiver in the following terms:

*"I acknowledge that during all such times whilst on the premises both my property and my person shall be at my own risk and I will not hold (the gymnasium) or its instructors liable for any personal injury or loss of property whether caused by negligence of (the gymnasium), its servants or its agents."*

The Plaintiff had previously sustained a back injury and knew from experience the condition would recur if he performed squats. The gymnasium designed and supervised a body building program for the Plaintiff which included squats. The Plaintiff complained he was unable to perform squats as a consequence of a pro-existing back injury. He was informed he would have to do them but that they could be done in a way which would not affect his back condition. Placing his trust in the expertise of the gymnasium, the Plaintiff performed squats. He suffered back symptoms and so informed his instructor who promised to look into the problem, but otherwise took no action. The instructor did not advise the Plaintiff to cease performing the squats. The Plaintiff continued with his program, including squats, and eventually sustained a serious back injury requiring surgical intervention.

The Plaintiff sued the gymnasium in negligence. The court found the gymnasium had been negligent but dismissed the Plaintiff's claim by upholding the validity of the waiver which he had signed on the grounds it constituted a bar to his right to sue for that negligence. The Plaintiff appealed but the Court of Appeal found no fault in the decision of the trial Court and the appeal failed.

The second decision resulted from a claim brought following a parachute training accident. During a training jump the pilot employed by the parachuting school negligently flew his plane too close to the Plaintiff who was forced to take evasive action as a consequence of which she was seriously injured. The court found the pilot and the parachuting school were both entitled to rely on the waiver which the Plaintiff had signed in which she agreed to relieve both Defendants of *"...all liability however arising ... from parachuting."*

An attempt by the Plaintiff to have the waiver declared by the Court to be unconscionable, harsh or oppressive (and thus unenforceable), failed.

The Court was satisfied that the waiver was expressed with clarity, was not ambiguous and had been signed by the Plaintiff in full knowledge that parachuting was a highly dangerous sport. Indeed, given the inherent risks involved, the Court considered it was reasonable for any person providing parachuting training to require its students to sign such a waiver.

Had the Defendants in either case been incorporated (that is traded as companies) or the contract subject to Western Australian law, the consumer protection provisions of the Commonwealth *Trade Practices Act* or the Western Australian *Fair Trading Act*, the waivers would almost certainly have been rendered ineffective.

The *Trade Practices Act* applies throughout Australia, and to dealings between corporations (companies) and consumers. It has no application where the entity providing the goods or services trades as a sole trader or partnership. The Western Australian *Fair Trading Act* applies where Western Australian Courts exercise jurisdiction, that is within the State or where the laws of Western Australia apply, for example where an agreement is subject to the laws of that State.

Both Acts imply into any contract for the provision of domestic services (which would include recreational scuba diving), warranties that the services contracted for would be supplied with *due care and skill*. Any clause which purports to limit or exclude the operation of either Act is void and of no effect.

Apart from such statutory provisions, courts have traditionally declined to enforce waivers which are not expressed clearly and without ambiguity, or which fail to specifically refer to liability arising in negligence. Any comments or representations made by charter operators or their employees or agents prior to the signing of a waiver such as "Don't worry, it is just a formality and doesn't mean anything" may prevent the operator from relying upon it.

As a general rule, a waiver cannot operate as such unless it has been incorporated into a contract between the signatory and the party seeking to enforce it. Frequently a contract between a diver and an overseas charter operator will be concluded through a travel agent prior to the diver's departure from Australia. If, prior to concluding the contract, the diver had not signed the waiver, or agreed to sign a waiver in a particular form of which the diver was then aware, it is unlikely to be enforceable in Australian courts.

The circumstances in which a diver is asked to sign a waiver may well bear upon the disposition of a court to uphold the validity of it. Evidence of duress being exerted on the diver may lead a court to conclude the diver and the charter operator were not dealing with each other at arm's length when the waiver was signed. In one recent case in the USA a court refused to allow a charter operator to rely on a waiver which an injured diver had been asked to sign only when the dive vessel was well out to sea and the diver about to enter the water.

It is clearly preferable to resolve any questions concerning waivers prior to arrival at a diving destination. To this end it is strongly recommended that, before booking an interstate or overseas diving trip, any diver who has a concern about signing a waiver should request the charter operator or resort owner to forward copies of the proposed waiver documentation which they will require the diver to sign before diving. Once such material has arrived, the prospective diver can peruse it, and decide whether he or she is willing to sign the waiver (and if necessary obtain appropriate legal advice). If the diver is not prepared to sign the waiver, there is still the opportunity to investigate other diving alternatives, with other resort owners or charter operators whose terms of business are regarded as acceptable.

It must be acknowledged that reliance on waivers is becoming more and more normal practice. Indeed a charter operator or resort owner who does not seek to rely on some form of waiver may, by that fact alone, give rise to some concern as to the nature of the operation being conducted. With the passage of time and an increasing understanding of the likely attitude of courts to the use of waivers, there is likely to be some standardisation in the drafting of these documents. Of course, every case is determined by courts on the facts peculiar to a particular case, but already there is a degree of confidence with which one can say how a court is likely to look at a dispute which relates to the construction of a waiver.

Finally, those who organise diving related conferences should undertake enquiries into the proposed usage of waivers and ensure that any promotional material discloses in as much detail as possible the contents of any waivers which delegates may be asked to sign if they intend diving during the conferences.

### Key Words

Legal, recreational diving.

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*Tom Wodak is a diving instructor and Judge of the County Court of Victoria.*

## ROYAL ADELAIDE HOSPITAL HYPERBARIC MEDICINE UNIT

### Basic Course in Diving Medicine

Content Concentrates on the assessment of fitness of candidates for diving. HSE-approved course  
 Dates Monday 28/10/96 to Friday 1/11/96  
 Cost \$A 500.00

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**\$A 800.00 for both courses**

For further information or to enrol contact  
 Professor John Williamson, Director, HMU,  
 Royal Adelaide Hospital, North Terrace  
 South Australia, 5000.  
 Telephone Australia (08) 224 5116  
 Overseas 61 8 224 5116  
 Fax Australia (08) 232 4207  
 Overseas 61 8 232 4207

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### Diving Medical Technicians Course

Unit 1 St John Ambulance Occupational First Aid Course. Cost approximately \$A 500  
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Dates  
 October/November 1996  
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 Unit 3 14/10/96 to 1/11/96

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Dates  
 21/10/96-25/10/96  
 Cost \$A 350

For further information or to enrol contact  
 Professor John Williamson, Director, HMU,  
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 South Australia, 5000.  
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**SPUMS 24th ANNUAL SCIENTIFIC MEETING AND ANNUAL GENERAL MEETING**

13th to 19th APRIL 1997

at the

QUALITY RESORT WAITANGI, BAY OF ISLANDS, NORTHLAND  
NEW ZEALAND

**Theme**

PATHOPHYSIOLOGY AND TREATMENT OF DECOMPRESSION ILLNESS

**Spums Workshop**

FIRST AID MANAGEMENT OF DIVING ACCIDENTS

**Guest Speakers**

Professor Richard Moon, Duke University, Durham, North Carolina, U.S.A. Current President, Undersea and Hyperbaric Medical Society.

Dr James Francis, until recently Director, Institute of Naval Medicine, Alverstoke, United Kingdom.

Richard and James are acknowledged as among the world's leaders in decompression illness. Both were major contributors to the 4th edition of *The Physiology and Medicine of Diving* edited by Peter Bennett and David Elliott. Richard Moon is also the Medical Director of DAN (Diver Alert Network) International. This meeting gives SPUMS members an opportunity to hear two outstanding international speakers.

**Conference Convenors**

Dr Michael Davis and Associate Professor Des Gorman

**For further information contact:**

**Dr Michael Davis**

Hyperbaric Medicine Unit

Christchurch Hospital

Private Bag 4710, Christchurch, New Zealand.

Fax +64 3 364 0187

e-mail at [hbu@smtpgate.chhlth.govt.nz](mailto:hbu@smtpgate.chhlth.govt.nz)

**Diving Workshops**

The diving at The Poor Knights Islands is considered to be amongst the finest temperate water diving in the world. Water temperatures will be about 20°C.

Delegates will travel to the Poor Knights Islands on 3 days on board a large high-speed catamaran, Tiger IV, which can carry around 250 passengers. During the journeys small group workshops, equipment demonstrations and hands-on training sessions related to the workshop theme of the First Aid Management of Diving Accidents will be conducted.

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This is a beautiful maritime park region of New Zealand, which is also an area of considerable historical importance. For the non-diver, there is a wealth of land and water-based activities with something for everyone.

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Bring the whole family for a wonderful New Zealand Holiday!!

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Two contrasting and outstanding diving venues will be offered. The Three Kings Islands, situated some 30 miles North of New Zealand, and Fiordland, on the West Coast of South Island.

In addition, there is an immense range of holiday opportunities in New Zealand that Fullers Northland's travel division will be able to advise delegates on.

**For all travel and New Zealand domestic enquiries, please contact:**

**Fullers Northland**

PO Box 145, Paihia, Bay of Islands, New Zealand.

Fax +64 9 402 7831

**PLEASE HELP US TO MAKE THIS A GREAT MEETING BY RETURNING THE NOTICE OF INTENT  
ENCLOSED WITH THIS JOURNAL.**

## SPUMS NOTICES

### SOUTH PACIFIC UNDERWATER MEDICINE SOCIETY DIPLOMA OF DIVING AND HYPERBARIC MEDICINE.

#### Requirements for candidates

In order for the Diploma of Diving and Hyperbaric Medicine to be awarded by the Society, the candidate must comply with the following conditions:

- 1 The candidate must be a financial member of the Society.
- 2 The candidate must supply documentary evidence of satisfactory completion of examined courses in both Basic and Advanced Hyperbaric and Diving Medicine at an institution approved by the Board of Censors of the Society.
- 3 The candidate must have completed at least six months full time, or equivalent part time, training in an approved Hyperbaric Medicine Unit.
- 4 All candidates will be required to advise the Board of Censors of their intended candidacy and to discuss the proposed subject matter of their thesis.
- 5 Having received prior approval of the subject matter by the Board of Censors, the candidate must submit a thesis, treatise or paper, in a form suitable for publication, for consideration by the Board of Censors.

Candidates are advised that preference will be given to papers reporting original basic or clinical research work. All clinical research material must be accompanied by documentary evidence of approval by an appropriate Ethics Committee.

Case reports may be acceptable provided they are thoroughly documented, the subject is extensively researched and is then discussed in depth. Reports of a single case will be deemed insufficient.

Review articles may be acceptable only if the review is of the world literature, it is thoroughly analysed and discussed and the subject matter has not received a similar review in recent times.

6 All successful thesis material becomes the property of the Society to be published as it deems fit.

7 The Board of Censors reserves the right to modify any of these requirements from time to time.

### MINUTES OF THE SPUMS EXECUTIVE COMMITTEE TELECONFERENCE held on 11 February 1996

Opened 1900 Eastern Standard Time

#### Present

Drs A Slark (Past President), S Paton (Treasurer), C Meehan (Secretary), J Knight (Editor), Dr G Williams (Public Officer), C Acott, R Walker, J Williamson (Committee members) and Dr M Davis (NZ Chairperson).

Dr D Gorman (President) joined the meeting at 2110. Drs D Davies (Education Officer) and J Williamson (Committee member) left the meeting at 2030.

#### 1 Minutes of the previous meeting (25/11/95)

Read and accepted as a true record. Proposed Dr M Davis, seconded Dr J Williamson.

#### 2 Matters arising from the minutes

##### 2.1 North American Chapter update on mailing, bank account and new committee

The Treasurer will liaise with the North American Chapter to discuss and finalise the closing of their bank account as it is no longer needed. The monies therein will be transferred to a new account to be set up in New Zealand, which will be utilised to cover incidental costs incurred in connection with the 1997 ASM in New Zealand.

The American Chapter is in the process of finalising, its new committee.

##### 2.2 Update on legal advice in connection with Fiji ASM 1995 finance finalising

A solicitors letter was read commenting on several issues that had arisen with regard to the finalising of the Fiji ASM 1995 account with Allways Dive Expeditions. At the last committee meeting it was reinforced and documented that the amount previously offered was the final settlement. Legal advice was sought to clarify several associated matters. All the members present agreed with the solicitor's comments with the exception of Dr Acott who requested that it be documented that he expressed strongly his concern with regard to SPUMS becoming involved in a legal battle with Allways Dive Expeditions. In view of the fact that Dr Gorman had not yet been connected, it was decided to delay further discussion of the matter until later in the meeting. Attention was also drawn

to a recently received letter from Allways Dive Expeditions threatening legal action if the matter was not finalised within fifteen days.

### 2.3 Maldives ASM 1996 update

Concern was expressed with regard to the dependability of audiovisual equipment in remote areas. Dr Williams and Dr Acott agreed to investigate the cost of SPUMS purchasing its own slide projector as well as a hard plastic case for its transportation and storage. A limit in cost of \$3,000 was set. Proposed Dr Davies, seconded Dr Williamson

There was also a discussion about the conference account which was looking to be overdrawn in the near future if further registration fees did not arrive and expenses continued.

There has been some confusion generated by invitation to join SPUMS in the conference registration booklet, with a note that if joining SPUMS in 1995, the fee would be \$80, as compared to \$90 if joining in 1996. This reflects the change in the membership fee that arose in January 1996, and was not an "early bird special". Those members who have renewed SPUMS membership at the lower rate are to be invoiced for the difference.

### 2.4 New Zealand ASM 1997 update

Dr Davis is exploring the possibility of having a trade display at the 1997 ASM as well as offering an opportunity to take a technical diving course.

### 2.5 Update on proposed formalities at the Gala Dinner

The tone of the Gala Dinner will be slightly more formal. The President, Dr Gorman, will give a short speech including special thanks and acknowledgments. Drs Williams and Acott will present a few special awards, including recognition of the best free paper. Dr Williams to organise a book prize for this award.

### 2.6 Asthma Project. Dr Douglas Walker. Letters from Dr Walker dated 12/1/96, Project Proteus background information 12/12/95, Letter from PADI dated 11/12/95.

The committee agrees that SPUMS will give Dr Walker its full support and encouragement in regard to the outlined projects. At this stage SPUMS is not able to offer any financial support.

***It should be noted that Drs Davies and Williamson had to leave at this stage.***

Item 5.1 Establishment of the SPUMS library, was briefly discussed with Dr Davies before he had to leave. Minuted details can be found under "item 5

other business"

### 2.7 Indemnity policy for SPUMS

A suitable indemnity policy for SPUMS is at present being researched.

### 2.8 Reprinting of schedules for SPUMS Diving Medical and Statements of Purposes and Rules

Drs Knight and Meehan are co-ordinating this. All committee members are requested to read each of these booklets closely and suggest any changes they deem necessary. Any change to the Constitution requires a motion and acceptance at the next AGM.

### 2.9 Role of convenor to be defined and guidelines written

Dr Acott is in the process of finalising this.

### 2.10 Update on "Ex-Presidents of SPUMS" Committee

There was no further update on the matter at this time as Dr Gorman had not yet joined the teleconference due to a delay in his travel arrangements. A motion proposing this new committee will be presented at the next AGM.

### 2.11 Commencement date for the increase in the Honorarium for the Editor

The committee agreed that the commencement date of the increase should be backdated to the start of the financial year, which was 1 July 1995. In future the honorarium will be reviewed yearly at the ASM and any alteration will then be prospective and take place at the start of the new financial year following the ASM. Proposed Dr Davis, seconded Dr Acott

Dr Knight is in the process of producing an index of SPUMS Journals going back to 1971. It is proposed that this should be available electronically. Dr Meehan will have this facility shortly.

## 3 Treasurer's Report

The Treasurer's Report was read by Dr Paton. It was moved that the report be accepted, Moved Dr Knight, seconded Dr Meehan.

A discussion was raised with regard to a precedent, which has been created with the commencement, in October 1994, of an honorarium for the Editor. It was noted that SPUMS now has one paid member of the Executive and that there is a need to look at how much work is also done by other members of Executive. SPUMS is in a very healthy financial situation at present and would be able to cope with the additional cost involved in expanding its present policy. It was decided to discuss this issue further at the face to face committee meeting to be held at the ASM in April.

The Treasurer, Dr Paton, at this time notified the committee of her intention to stand down as Treasurer at the next AGM. Because of health matters, in her family, she is not in a position to renominate as Treasurer this year and will be leaving the Committee. She feels she will be unable to continue with the amount of work involved as Treasurer of SPUMS. The committee gave Dr Paton a vote of thanks and appreciation for all she had done on behalf of SPUMS over the last few years as Treasurer and as a committee member. The healthy state of the SPUMS finances mirrors her devotion to her job. A further vote of thanks will be made at the 1996 AGM in Maldives.

#### 4 Correspondence

##### 4.1 Invoice from Dive Australia for membership application

It was decided that SPUMS would not apply for membership of Dive Australia at this stage.

#### 5. Other Business:

##### 5.1 Establishment of a SPUMS Library (Dr Knight)

SPUMS accepts with gratitude the offer of Dr Carl Edmonds to pass on his diving medical library to SPUMS. Dr Davies has offered to act as librarian. Dr Knight will communicate our gratitude to Dr Edmonds and finalise the details.

##### 5.2 Request from Workplace Health and Safety in Cairns to recommend a protocol for the management of a diving related accident on a dive vessel.

This is the theme of the 1997 ASM in New Zealand and a full protocol will then be updated. At present it is recommended that if any person develops symptoms after diving, the cause of which is not obvious then it is to be assumed that the symptoms are diving related and a diving physician should be contacted for advice.

##### 5.3 Conference questionnaire from Fiji

This was briefly perused.

##### 5.4 It was suggested that a DIMS form be included in every Journal

*It should be noted that at this time Dr Gorman was connected to the teleconference.*

##### 5.5 Finalising of the finances of the Fiji ASM (item 2.2) was continued.

Further discussion was entered into. A further vote was taken on whether to pay the outstanding monies demanded by Allways immediately, or to write them a letter reinforcing that our earlier decision to meet them

half way as a sign of good faith, and pay 50% of the requested money, was our final decision, and that we have had legal advice which supports this decision.

A vote was taken and after some further discussion it was decided 6:5 to finalise the matter immediately by paying Allways the full amount requested. It was noted that the Committee was not happy about the situation and that it is not a popular or unanimous decision. The decision was reached in the interest of the long term relationship and to avoid any further unpleasantness, and not because of a belief that SPUMS as a society was in any way liable. It was also noted that the legal advice given to SPUMS gave us a confident position to pursue, but we did not wish to do so in view of the attitude indicated above.

The meeting closed at 2150

#### CONSTITUTIONAL AMENDMENTS

1 The motion, proposed by Dr Jim Marwood, item 8.2 of the Agenda for the Annual General Meeting published in the March 1996 issue of the Journal, "That at this and subsequent annual general meetings opportunity be given for members to raise matters of concern for which prior notice has not been given." was passed by the 1996 Annual General Meeting of SPUMS.

As this matter concerns a change to the Rules of the Society the Committee will place a motion before the 1997 Annual General Meeting of SPUMS to alter the constitution to enact the motion, provided that the membership approves the motion in the manner laid down in the last paragraph of this notice.

The following amendments, 1 to 12, to the Rules of the Society, which were published in the March 1996 issue of the Journal, were passed by the 1996 Annual General Meeting of SPUMS.

1 That typographical errors in Rules 7.2.1 (b), 7.2.3, 7.2.3.(b), 10 (f), 12 (a), 33 (a), 39 and in the heading of Meetings of Committee and resolutions of committee on page 15, be corrected.

##### 2 An amendment to Rule 3 (e)

That the words "appointed on" be replaced by "appoint a". The amended Rule 3 (e) would then read (changed words in italics)

(e) Any corporate organisation in sympathy with the aims of the Association may be elected by the Committee as a corporate member of

the Association and it may *appoint* a delegate to attend meetings of the Association.

### 3 An amendment to Rule 4 (a)

That the words "Australian College of Occupational Medicine, P.O.Box 2090, St Kilda West, Victoria 3182" be replaced by "Australian and New Zealand College of Anaesthetists, 630 St Kilda Road, Melbourne, Victoria 3004." The amended Rule 4 (a) would then read (changed words in italics).

- (a) Any person seeking full membership or associate membership or corporate membership may apply by writing to SPUMS Membership *C/o Australian and New Zealand College of Anaesthetists, 630 St Kilda Road, Melbourne, Victoria 3004.*

### 4 An amendment to Rule 4 (c)

That the words "Editor (or the Secretary)" shall be replaced by the word "Secretary" and that the words "kept by him" be deleted. The amended Rule 4 (c) would then read (changed words in italics).

- (c) Upon notification by the Treasurer that membership has commenced the *Secretary* shall enter the applicant's name in the register of members.

### 5 An amendment to Rule 4 (d) (ii)

That the word "his" shall be deleted. The amended Rule 4 (d) (ii) would then read.

- (d) (ii) terminates upon the cessation of membership whether by death or resignation or non-payment of subscription or otherwise.

### 6 An amendment to Rule 4 (e)

That the words "Editor (or the Secretary)" shall be replaced by the word "Secretary". The amended Rule 4 (e) would then read (changed words in italics)

- (e) The *Secretary* shall also inscribe the name of any life member or honorary member in the register of members and shall delete the name of any person ceasing to be a member from the register immediately after such person ceases to be a member.

### 7 An amendment to Rule 11 (a) (vii)

That "Rule 8 (d) (iii)" be added after the word "under". The amended Rule 11 (a) (vii) would then read (changed words in italics)

- (a) (vii) Announcement of the newly elected Committee and the holding of any ballots necessary under *Rule 8 (d) (iii)*;

### 8 An amendment to Rule 16

That Rule 16 be deleted and replaced by the following words

16. A question arising at a general meeting of the Association shall be determined on a show of hands unless a poll is demanded. A declaration by the Chairman that a resolution has been carried or lost, and an entry to that effect in the Minute Book of the Association is evidence of that fact. Motions, other than those conferring membership, passed at general meetings shall have no effect until approved by the full membership. A notice of all motions passed shall appear in the next issue of the Journal. Approval by three fourths majority of the members, as specified by Rule 37, shall be assumed if no member informs the Secretary, in writing, of an objection to the motion or motions within one calendar month of the publication of that issue of the Journal. If an objection is received a postal ballot shall be held (Rule 20).

### 9 An amendment to Rule 17 (b)

That the words "specifying the member's intention in writing". The amended Rule 17 (b) will then read (changed words in italics)

- (b) All votes shall be given personally or by proxy *specifying the member's intention in writing.*

### 10 An amendment to Rule 22 (c)

That the word "its" be deleted and replaced by "the Association's". The amended Rule 22 (c) would then read (changed words in italics)

- (c) In the event of a casual vacancy in any office referred to in sub-clause (a), the Committee may appoint one of *the Association's* members entitled to vote to the vacant office and the member so appointed may continue in office up to and including the conclusion of the annual general meeting next following the date of that person's appointment.

### 11 An amendment to Rule 37

That Rule 37 be deleted and replaced by the following words

37. The Statement of Purposes and these Rules may only be altered, rescinded and/or added to in the following manner: by a three fourths majority of the full members and life members who, being entitled under the Rules so to do, vote in a postal ballot, if required, as specified in Rule 16.

### 12 Amendments to Rules 29, 41 and their headings.

That the words "branch" and "regional branch" be replaced by "Chapter". The amended Rules 29 and 41 would then read (changed words in italics)

#### *Chapters to provide information*

29. Any *chapter* of the Association shall furnish to the Treasurer or the Committee, within a reasonable



time, account of any financial transactions if requested by the Treasurer or the Committee to do so.

### **Chapters**

41. (a) There shall be *chapters* of the Association for the purpose of organising meetings, field excursions and activities consistent with the objects of the Association. *Chapters* may charge members to cover costs. Each *chapter* shall maintain proper accounts.
- (b) A *chapter* of the Association may be established at any place to further the objects of the Association in that place.
- (c) Any person wishing to establish a *chapter* shall apply in writing to the Secretary who shall submit the application for approval by the Committee.
- (d) Each *chapter* shall be directed by a chapter sub-committee of at least two members.
- (e) Each *chapter* shall be governed by these Rules. The action of *chapters* shall be subject to the overriding authority of the Committee of the Association, which shall do everything to assist *chapters* in their operation.
- (f) Should the Committee resolve that the activities or conduct of any *chapter* are not in accordance with the best interest of the Association, the Committee may withdraw its approval and the *chapter* shall cease to be a *chapter* of the Association forthwith. Such action shall be submitted for approval at the next annual general meeting of the Association.
- (g) The records, accounts (and funds) of all *chapters* are the property of the Association and in the event that a *chapter* ceases to exist, the funds held by that *chapter* shall be forwarded to the Treasurer of the Association forthwith.

### **12 Proposed that the following new rule be added and that Rules 29-42 be renumbered.**

Presidents' Committee.

- 29 This standing committee will be composed of life- or ordinary members who have served at least one year as the President of the Society. The Committee will meet at the Annual Scientific Meeting of the Society, at the member's expense,

and at the same time as the Executive Committee at one other time during the year, at the Society's expense. The Presidents' Committee will also be able to conduct telephone conferences. Chairmanship of the Committee will be the responsibility of the immediate past-President and minutes will be kept by members in rotation. The Presidents' Committee will answer directly to the current Society President and be responsible for the development of actual and draft Society policy on issues identified by the Society. The Presidents' Committee will report its activities in the Society Journal and provide an annual report to the Society at the Annual Scientific Meeting.

The amendments will not come into effect until approved by the general body of members. Any member who objects to Dr Marwood's motion or to any of the amendments should notify the Secretary of SPUMS, Dr Cathy Meehan, C/o Australian and New Zealand College of Anaesthetists, 630 St Kilda Road, Melbourne, Victoria 3004, Australia, in writing before August 1st 1996. If any member objects a postal ballot will be held. If no objection is received it will be assumed that the membership has voted in favour of the amendments.

Cathy Meehan  
Secretary of SPUMS.

### **DIVING MEDICAL CENTRE**

#### **SCUBA DIVING MEDICAL EXAMINER'S COURSES**

Courses for doctors on diving medicine, sufficient to meet the Queensland Government requirements for recreational scuba diver assessment (AS4005.1) will be held by the Diving Medical Centre in 1996 at:

Melbourne, Victoria  
2nd-4th November 1996  
Melbourne Cup Weekend

Previous courses have been endorsed by the RACGP (QA&CE) for 3 Cat A CME Points per hour (total 69)

Information and application forms for courses can be obtained from

Dr Bob Thomas  
Diving Medical Centre  
132 Yallabee Road,  
Jindalee, Queensland 4047.  
Telephone (07) 3376 1056  
Fax (07) 3376 1056