

# Remuera Rackets Club Incorporated

## Constitution

### Contents

1.	Name and Status .....	2
2.	Definitions .....	2
3.	Purposes .....	4
4.	Act and Regulations.....	5
5.	Restrictions on Club Powers.....	5
6.	Registered Office and Contact Person .....	5
7.	Members .....	6
7.1	Minimum Number of Members .....	6
7.2	Classes of Members.....	6
7.3	Subscriptions and Fees .....	8
7.4	Becoming a Member .....	8
7.5	Members' Obligations and Rights.....	8
7.6	Ceasing to be a Member.....	9
7.7	Obligations Once Membership has Ceased .....	9
7.8	Becoming a Member Again .....	9
8.	General Meetings .....	10
8.1	Procedures for all General Meetings.....	10
8.2	Minutes.....	11
8.3	Annual General Meetings: When They Will be Held .....	11
8.4	Annual General Meetings: Business .....	12
8.5	Special General Meetings .....	12
9.	Board .....	12
9.1	Board Composition .....	12
9.2	Functions of the Board .....	13
9.3	Powers of the Board .....	13
9.4	Sub-committees.....	13
9.5	General Matters: Committees .....	13
10.	Board Meetings .....	14
10.1	Procedure .....	14
10.2	Frequency .....	14
10.3	Presidents Council .....	14
11.	Officers .....	14
11.1	Qualifications of Officers .....	14
11.2	Officers' Duties .....	15
11.3	Election or Appointment of Officers.....	15
11.4	Term.....	16
11.5	Removal of Officers .....	16
11.6	Ceasing to Hold Office .....	16
11.7	Conflicts of Interest .....	17
12.	Records.....	17

12.1	Register of Members .....	17
12.2	Interests Register .....	18
12.3	Access to Information for Members.....	18
13.	Finances.....	19
13.1	Control and Management .....	19
13.2	Balance Date.....	20
13.3	Auditor .....	20
14.	Dispute Resolution .....	20
14.1	Meanings of Dispute and Complaint .....	20
14.2	Investigating and Determining Dispute .....	20
14.3	Club May Decide Not to Proceed Further with Complaint.....	20
14.4	Club May Refer Complaint.....	21
14.5	Decision Makers.....	21
15.	Liquidation and Removal from the Register.....	21
15.1	Resolving to Put Club into Liquidation.....	21
15.2	Resolving to Apply for Removal from the Register.....	21
15.3	Surplus Assets .....	22
16.	Alterations to the Constitution .....	22
16.1	Amending this Constitution .....	22
17.	Other .....	23
17.1	Rules .....	23

## 1. Name and Status

The name of the Club is Remuera Rackets Club Incorporated (in this **Constitution** referred to as the **Club**).

The **Club** is not and does not intend to be registered as a charitable entity under the Charities Act 2005.

## 2. Definitions

In this **Constitution**, unless the context requires otherwise, the following words and phrases have the following meanings:

**‘Act’** means the Incorporated Societies Act 2022 or any Act which replaces it (including amendments to it from time to time), and any regulations made under the Act or under any Act which replaces it.

**‘Annual General Meeting’** means a meeting of the **Members** of the **Club** held once per year which, among other things, will receive and consider reports on the **Club’s** activities and finances.

**‘Annual Report’** means a report from the **Board** on the affairs of the **Club** which includes audited financial statements of financial position, financial performance and cash flows and forecast performance.

‘**Board**’ means the **Club’s** governing body.

‘**Chairperson**’ means the **Officer** responsible for chairing **General Meetings** and **Board** meetings elected by the **Board** in terms of this **Constitution**.

‘**Club**’ means the Remuera Rackets Club Incorporated.

‘**Constitution**’ means the rules in this document.

‘**General Meeting**’ means either an **Annual General Meeting** or a **Special General Meeting** of the **Members** of the **Club**.

‘**Interested Member**’ means a **Member** who is interested in a **Matter** for any of the reasons set out in section 62 of the **Act**.

‘**Interests Register**’ means the register of interests of **Officers**, kept under this **Constitution** and as required by section 73 of the **Act**.

‘**Matter**’ means—

1. the **Club’s** performance of its activities or exercise of its powers; or
2. an arrangement, agreement, or contract (a transaction) made or entered into, or proposed to be entered into, by the **Club**.

‘**Member**’ means a person who has consented to become a **Member** of the **Club** and has been properly admitted to the **Club** who has not ceased to be a **Member** of the **Club**.

‘**Notice**’ to **Members** includes any notice given by email, post, or other means authorised by the **Board**.

‘**Officer**’ means a natural person who is a member of the **Board**.

‘**President**’ means the **Officer** elected in accordance with this Constitution,

- who has demonstrated sufficient abilities and respect within the **Club** to act as the **Club’s** representative internally and externally;
- to be the conduit for communication to the **Presidents Council**;
- to attend **Club** events;
- to support visiting officials;
- to provide leadership for the **Club** as the principal **Officer** of the **Club**;
- to guide and support other **Officers**.

‘**Register of Members**’ means the register of **Members** kept under this **Constitution** as required by section 79 of the **Act**.

‘**Special General Meeting**’ means a meeting of the **Members**, other than an **Annual General Meeting**, called for a specific purpose or purposes.

‘**Working Days**’ means as defined in the Legislation Act 2019.

### 3. Purposes

The primary purposes of the **Club** are to encourage and provide facilities and associated benefits for:

- tennis;
- squash;
- gym and training facilities; and
- other sports and leisure activities;

for **Members**, their families, their visitors, parties authorised by the **Board** and, where appropriate, members of the local community and public.

The **Club** must not operate for the purpose of, or with the effect of—

- distributing any gain, profit, surplus, dividend, or other similar financial benefit to any of its **Members** (whether in money or in kind); or
- having capital that is divided into shares or stock held by its **Members**; or
- holding property in which its **Members** have a disposable interest (whether directly, or in the form of shares or stock in the capital of the **Club** or otherwise).

But the **Club** will not operate for the financial gain of **Members** simply if the **Club** —

- engages in trade,
- pays a **Member** for matters that are incidental to the purposes of the **Club**, and the **Member** is a not-for-profit entity,
- distributes funds to a **Member** to further the purposes of the **Club**, and the **Member**—
  - is a not-for-profit entity, and
  - is affiliated or closely related to the **Club**, and
  - has the same, or substantially the same, purposes as those of the **Club**.
- reimburses a **Member** for reasonable expenses legitimately incurred on behalf of the **Club** or while pursuing the **Club’s** purposes,
- provides benefits to members of the public or of a class of the public and those persons include **Members** or their families,
- provides scholarships or grants to **Members** or their families,
- pays a **Member** a salary or wages or other payments for services to the **Club** on arm’s length terms (terms reasonable in the circumstances if the parties were connected or related only by the transaction in question, each acting independently, and each acting in its own best interests; or are terms less favourable to the **Member** than those terms and the payment for services, or other transaction, does not include any share of a gain, profit, or surplus,

percentage of revenue, or other reward in connection with any gain, profit, surplus, or revenue of the **Club**),

- provides a **Member** with incidental benefits (for example, trophies, prizes, or discounts on products or services) in accordance with the purposes of the **Club**.

## 4. Act and Regulations

Nothing in this **Constitution** authorises the **Club** to do anything which contravenes or is inconsistent with the **Act**, any regulations made under the **Act**, or any other legislation.

## 5. Restrictions on Club Powers

The **Club** must not be carried on for the financial gain of any of its **Members**.

The **Club's** capacity, rights, powers, and privileges are subject to the following restrictions —

- The **Club** does not have the power to borrow money, other than the day to day borrowing incurred to manage the **Club**, unless approved by the **Members** at a **General Meeting**.
- The **Club** does not have the power to acquire, dispose of, or alter the use of any real or leasehold property, unless approved by the **Members** at a **General Meeting**.

## 6. Registered Office and Contact Person

The registered office of the **Club** shall be at such place in New Zealand as the **Board** from time to time determines. Currently this is 17 Dilworth Avenue, Remuera, Auckland 1050.

Changes to the registered office shall be notified to the Registrar of Incorporated Societies—

- at least 5 working days before the change of address for the registered office is due to take effect, and
- in a form and as required by the **Act**.

The **Club** shall have at least 1 but no more than 3 contact person(s) whom the Registrar can contact when needed.

The **Club's** contact person must be:

- At least 18 years of age, and
- Ordinarily resident in New Zealand.

A contact person shall be appointed by the **Board**.

Each contact person's name must be provided to the Registrar of Incorporated Societies, along with their contact details, including:

- a physical address or an electronic address, and
- a telephone number.

Any change in that contact person or that person's name or contact details shall be advised to the Registrar of Incorporated Societies within 20 **Working Days** of that change occurring or the **Club** becoming aware of the change.

## 7. Members

### 7.1 Minimum Number of Members

The **Club** shall maintain the minimum number of **Members** required by the **Act**.

### 7.2 Classes of Members

The **Board** shall from time to time review the classes of membership available for the **Club**. Any proposed changes shall be referred to a **General Meeting** with an appropriate resolution for consideration.

The classes of membership and the method by which **Members** are admitted to different classes of membership are as follows:

#### a) General Member

A General Member is an individual, family, or junior or Group Member admitted to membership under this **Constitution** and who or which has not ceased to be a **Member**.

A General Member shall have all the rights and privileges of a **Member**.

#### b) Honorary Member

An Honorary Member is a **Member** who is deemed by the **Board** to have made, or is expected to make, notable contributions to, or promoted the interests of the **Club**. An Honorary Member shall be required to sign any application for membership but is not required to pay full fees or subscriptions for the duration of the membership.

An Honorary Member may be an employee of or contractor to the **Club** where the terms of their contractual arrangement with the **Club** specifies.

An Honorary Member shall have no voting rights and cannot serve as an Officer.

#### c) Group Member

A Group Member is a membership in the name of a business, corporation or other entity for the use of its employees and nominees. The Group Member may nominate only a single individual for the rights of a **Member**.

d) **Life Member**

A Life Member is a present or past **Member** honoured for highly valued services to the **Club** and elected as a Life Member by resolution of a **General Meeting** passed by no less than 75% of all **Members** voting on the resolution. A Life Member shall have all the rights and privileges of a **Member** and shall be subject to all the same duties as a **Member** except those of paying subscriptions and levies.

Nominations for Life Membership of the **Club** by any **Member** shall be submitted in writing to a sub-committee of the **Board** entitled the Awards and Life Membership Committee for consideration. That sub-committee shall review such nominations and any supporting information and make recommendations to the **Board** taking into account whether the nominees have exhibited all or some of the following attributes:

- i) the level of exceptional service to or for the benefit of the **Club**;
- ii) the significant, positive difference made to the **Club**;
- iii) the extent to which each nominee has gone beyond that reasonably expected of **Members** or **Officers**;
- iv) the level of meaningful, caring contributions made by each nominee to the **Club** over a lengthy period;
- v) representation of the **Club** to the outside world and/or third parties in a responsible, meaningful manner;
- vi) participation in **Club** teams and/or activities.

The **Board** shall then present recommended nominations, once approved by the **Board**, to a **General Meeting** for consideration.

e) **Life Subscription Member**

A Life Subscription Member is a **Member** who held a Life Subscription membership under the previous constitution on 8<sup>th</sup> June 1998, and whose rights and privileges are preserved for their lifetime.

f) **Associate Member**

An Associate Member is an individual who, with the approval of the Board, pays reduced fees and is welcomed as a **Member** of the **Club**, who has the use of the of the public areas of the facility on a non-participation basis, but has no voting rights and cannot serve as an **Officer**.

### 7.3 Subscriptions and Fees

The subscription and any other fees for membership for the then current financial year shall be set by the **Board** (which can also decide that payment be made by periodic instalments). This includes what access or use **Members** may have to any premises, facilities, equipment, or other property owned, occupied, or otherwise used by the **Club**, and participation in **Club** activities, including any conditions of and fees for such access, use or involvement.

The subscription and fees shall include any levy or affiliation fee payable to a parent association.

Any **Member** failing to pay the subscriptions due (including any periodic payment), any levies, or any fees, within 1 calendar month of the date the same was due for payment shall be considered as unfinancial and shall (without being released from the obligation of payment) have no membership rights and shall not be entitled to participate in any **Club** activity or to access or use the **Club's** premises, facilities, equipment and other property until all the arrears are paid.

### 7.4 Becoming a Member

Every applicant for membership must consent in writing to becoming a **Member**.

An applicant for membership must complete and sign any application form, supply any information as may be reasonably required by the **Board** regarding an application for membership and will become a **Member** on acceptance of that application by the **Board** or a person delegated by the **Board**.

The **Board** may accept or decline an application for membership at its sole discretion. The **Board** must advise the applicant of its decision.

The signed written consent of every **Member** to become a **Member** of the **Club** shall be retained in the **Club's** membership records.

### 7.5 Members' Obligations and Rights

Every **Member** shall provide the **Club** in writing with that **Member's** name and contact details (namely, physical or email address and a telephone number) and promptly advise the **Club** in writing of any changes to those details.

- a) All **Members** shall promote the interests and purposes of the **Club** and shall do nothing to bring the **Club** into disrepute.
- b) A **Member** is only entitled to exercise the rights of membership (including attending and voting at **General Meetings**, accessing or using the **Club's** premises, facilities, equipment and other property, and participating in **Club** activities) if all subscriptions and any other fees have been paid to the **Club** by



their respective due dates, but no **Member** is liable for an obligation of the **Club** by reason only of being a **Member**.

## 7.6 Ceasing to be a Member

A **Member** ceases to be a **Member**—

- a) by resignation from that **Member's** class of membership by written notice signed by that **Member** to the **Board**, or
- b) on termination of a **Member's** membership following a dispute resolution process under this **Constitution**, or
- c) on death (or if a body corporate on liquidation or deregistration, or if a partnership on dissolution of the partnership, or if another entity on its termination), or
- d) by resolution of the **Board** where—
  - i) The **Member** has failed to pay a subscription, levy or other amount due to the **Club** within 3 calendar months of the due date for payment,
  - ii) In the opinion of the **Board** the **Member** has brought the **Club** into disrepute, or
- e) on the date of receipt of the **Member's** notice of resignation by the **Board** (or any subsequent date stated in the notice of resignation), or
- f) on the date of termination of the **Member's** membership under this **Constitution**.

## 7.7 Obligations Once Membership has Ceased

A **Member** who has ceased to be a **Member** under this **Constitution**—

- a) remains liable to pay all subscriptions and other fees to the **Club's** next balance date,
- b) shall cease to hold himself or herself out as a **Member**,
- c) shall return to the **Club** any and all material provided to **Members** by the **Club**, and
- d) shall cease to be entitled to any of the rights of a **Member**.

## 7.8 Becoming a Member Again

Any former **Member** may apply for re-admission in the manner prescribed for new applicants and may be re-admitted only by resolution of the **Board**.

If a former **Member's** membership was terminated following a disciplinary or dispute resolution process, the applicant may be re-admitted only by a resolution passed at a **General Meeting** on the recommendation of the **Board**.

## 8. General Meetings

### 8.1 Procedures for all General Meetings

- a) The **Board** shall give all **Members** at least 1 calendar month's written **Notice** of any **General Meeting** and of the business to be conducted at that **General Meeting**.
- b) That **Notice** will be addressed to the **Member** at the contact address notified to the **Club** and recorded in the **Club's Register of Members**. The **General Meeting** and its business will not be invalidated simply because one or more **Members** do not receive the **Notice** of the **General Meeting**.
- c) Only **Members**, and non-Members with the express approval of the Board, may attend and speak at **General Meetings**.
- d) No **General Meeting** may be held unless at least 40 eligible **Members** attend throughout the meeting, either personally or by electronic means approved by the **Board**, and this will constitute a quorum.
- e) If, within half an hour after the time appointed for a meeting a quorum is not present, the meeting – if convened upon request of **Members** – shall be dissolved. In any other case it shall stand adjourned to a day, time and place determined by the **Chairperson** of the **Club**.
- f) A **Member** is entitled to exercise one vote personally on any motion at a **General Meeting** and voting at a **General Meeting** shall be by voices or by show of hands (whether electronic or in person) or, on demand of the **Chairperson** or of 2 or more **Members** present, by secret ballot.
- g) All **Members** are entitled to vote excepting:
  - i) Those under the age of 18 years at the date of the **General Meeting**,
  - ii) Honorary Members and Associate Members,
  - iii) **Members** who have not been a **Member** for 3 calendar months prior to the **General Meeting**,
  - iv) **Members** who are conflicted in the **Matter** being voted on as defined in this **Constitution**, and
  - v) Individuals using a Group Membership other than the single nominee who has the rights of a **Member**.
- h) Unless otherwise required by this **Constitution**, all questions shall be decided by a simple majority of those in attendance in person and voting at a **General Meeting** or voting by remote ballot.
- i) Any decisions made when a quorum is not present are not valid.
- j) The **Club** may pass a written resolution in lieu of a **General Meeting**, and a written resolution is as valid for the purposes of the **Act** and this **Constitution** as if it had been passed at a **General Meeting** if it is approved by no less than 75 percent of the **Members** entitled to vote on the resolution. A written resolution may consist of 1 or more documents in similar form (including letters, electronic mail, or other similar means of communication) each proposed by or on behalf of 1 or more **Members**. A **Member** may give their approval to a written resolution

- by signing the resolution or giving approval to the resolution in any other manner permitted by the **Constitution** (for example, by electronic means).
- k) **General Meetings** may be held at one or more venues by **Members** present in person and/or using any real-time audio, audio and visual, or electronic communication that gives each **Member** a reasonable opportunity to participate.
  - l) All **General Meetings** shall be chaired by the **Chairperson**. If the **Chairperson** is absent, an individual nominated by that meeting shall chair that meeting. The **Chairperson** does not have a casting vote in the event of a tied vote on any resolution.
  - m) Any person chairing a **General Meeting** may —
    - i) With the consent of a simple majority of **Members** present at any **General Meeting** adjourn the **General Meeting** from time to time and from place to place but no business shall be transacted at any adjourned **General Meeting** other than the business left unfinished at the meeting from which the adjournment took place, and
    - ii) Direct that any person not entitled to be present at the **General Meeting**, or obstructing the business of the **General Meeting**, or behaving in a disorderly manner, or being abusive, or failing to abide by the directions of the **Chairperson** be removed from the **General Meeting**, and
    - iii) In the absence of a quorum or in the case of emergency, adjourn the **General Meeting** or declare it closed.
  - n) The **Board** may propose motions for the **Club** to vote on, which shall be notified to **Members** with the notice of the **General Meeting**.
  - o) Any **Member** may request that a motion be voted on at a **General Meeting**, by giving notice to the **Board** at least 1 calendar month before that meeting. The **Member** may also provide information in support of the motion. If notice of the motion is given to the **Board** before written **Notice** of the **General Meeting** is given to **Members**, notice of the motion and supporting information shall be provided to **Members** with the written **Notice** of the **General Meeting**.

## 8.2 Minutes

The **Club** must keep minutes of all **General Meetings**.

## 8.3 Annual General Meetings: When They Will be Held

An **Annual General Meeting** shall be held once a year on a date and at a location and/or using any electronic communication determined by the **Board** and shall be consistent with any requirements in the **Act** and the **Constitution** relating to the procedure to be followed at **General Meetings**.

The **Annual General Meeting** must be held no later than the earlier of the following—

- a) 6 months after the balance date of the **Club**.
- b) 15 months after the previous **Annual General Meeting**.

## 8.4 Annual General Meetings: Business

The business of an **Annual General Meeting** shall be to—

- a) confirm the minutes of the last **Annual General Meeting** and any **Special General Meeting(s)** held since the last **Annual General Meeting**,
- b) adopt the **Annual Report** on the operations and affairs of the **Club**,
- c) adopt the **Board's** report on the finances of the **Club**, and the annual financial statements,
- d) approve a budget for the current financial year,
- e) consider any motions of which prior notice has been given to **Members** with the **Notice** of the **Meeting** including consideration of the results of the election of **Officers** in terms of this **Constitution**, and
- f) consider any general business.

The **Board** must, at least 14 days prior to each **Annual General Meeting**, send to all **Members** entitled to vote the following information—

- a) an **Annual Report** on the operation and affairs of the **Club** during the most recently completed accounting period,
- b) the financial statements for that period, and
- c) notice of any disclosures of conflicts of interest made by **Officers** during that period (including a summary of the matters, or types of matters, to which those disclosures relate).

## 8.5 Special General Meetings

**Special General Meetings** may be called at any time by the **Board** by resolution.

- a) The **Board** must call a **Special General Meeting** if it receives a written request signed by at least 3 members of the **Board** or 25 **Members**.
- b) Any resolution or written request must state the business that the **Special General Meeting** is to deal with and provide an agenda.
- c) The rules in this **Constitution** relating to the procedure to be followed at **General Meetings** shall apply to a **Special General Meeting**, and a **Special General Meeting** shall only consider and deal with the business specified in the **Board's** resolution or the written request by **Members** for the **Special General Meeting**.

## 9. Board

### 9.1 Board Composition

The **Board** will consist of at least 4 **Officers** and no more than 6 **Officers** and will include the **President**.

The **Officers** must be **Members** of the **Club** but shall exclude Associate Members and Honorary Members.

## 9.2 Functions of the Board

From the end of each **Annual General Meeting** until the end of the next, the **Club** shall be managed by, or under the direction or supervision of, the **Board**, in accordance with the **Act**, any regulations made under the **Act**, and this **Constitution**.

## 9.3 Powers of the Board

The **Board** has all the powers necessary for managing and for directing and supervising the management of the operation and affairs of the **Club**, subject to such modifications, exceptions, or limitations as are contained in the **Act** or in this **Constitution**.

The **Board** shall appoint a manager who shall be responsible for the day to day running of the **Club**, report to the **President** on behalf of the **Board** and perform all such duties as the **Board** shall from time to time decide.

## 9.4 Sub-committees

The **Board** may appoint sub-committees consisting of such persons (whether or not **Members** of the **Club**) and for such purposes and with such powers as the **Board** thinks fit, including the Awards and Life Membership Committee and the management of bequests, be it money or property. Unless otherwise resolved by the **Board** —

- a) the quorum of every sub-committee is half the members of the sub-committee but not less than 2,
- b) no sub-committee shall have power to co-opt additional members,
- c) a sub-committee must not commit the **Club** to any financial expenditure without express authority from the **Board**, and
- d) a sub-committee must not further delegate any of its powers.

## 9.5 General Matters: Committees

The **Board** and any sub-committee may act by resolution approved during a conference call using audio and/or audio-visual technology or through a written ballot conducted by email, electronic voting system, or post, and any such resolution shall be recorded in the minutes of the next **Board** or sub-committee meeting.

Other than as prescribed by the **Act** or this **Constitution**, the **Board** or any sub-committee may regulate its proceedings as it thinks fit.

## 10. Board Meetings

### 10.1 Procedure

- a) The quorum for **Board** meetings is at least two-thirds of the number of members of the **Board**.
- b) A meeting of the **Board** may be held either—
  - i) by a number of the members of the **Board** who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or
  - ii) by means of audio, or audio and visual, communication by which all members of the **Board** participating and constituting a quorum can simultaneously hear each other throughout the meeting.
- c) A resolution of the **Board** is passed at any meeting of the **Board** if a majority of the votes cast on it are in favour of the resolution. Every **Officer** on the **Board** shall have one vote.
- d) The members of the **Board** shall elect one of their number as **Chairperson** of the **Board**. This person may be the **President**. If at a meeting of the **Board**, the **Chairperson** is not present, the members of the **Board** present may choose one of their number to be **Chairperson** of the meeting. The **Chairperson** does not have a casting vote in the event of a tied vote on any resolution of the **Board**.

### 10.2 Frequency

The **Board** shall meet as required at such times and places and in such manner (including by audio, audio and visual, or electronic communication) as it may determine and otherwise where and as convened by the **Chairperson** or person nominated by the **Board**.

A person nominated by the **Board** shall give to all **Board** members not less than 5 **Working Days**' notice of **Board** meetings, but in cases of urgency a shorter period of notice shall suffice.

### 10.3 Presidents Council

The **Club** shall maintain a Council of all former **Presidents** of the **Club** who are resident in New Zealand, whether they are current **Members** or not.

The function of the Council is to give advice to the **Board** on any matter referred to it by the **Board**.

## 11. Officers

### 11.1 Qualifications of Officers

- a) Every **Officer** must be a natural person who—
  - i) is a **Member** (other than an Associate Member or Honorary Member), and

- ii) has consented in writing to be an **Officer** of the **Club**, and
- iii) certifies that they are not disqualified from being elected or appointed or otherwise holding office as an **Officer** of the **Club**.

## 11.2 Officers' Duties

- a) At all times each **Officer**:
  - i) shall act in good faith and in what he or she believes to be the best interests of the **Club**,
  - ii) must exercise all powers for a proper purpose,
  - iii) must not act, or agree to the **Club** acting, in a manner that contravenes the **Act** or this **Constitution**,
  - iv) when exercising powers or performing duties as an **Officer**, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances taking into account, but without limitation:
    - the nature of the **Club**,
    - the nature of the decision, and
    - the position of the **Officer** and the nature of the responsibilities undertaken by him or her,
  - v) must not agree to the activities of the **Club** being carried on in a manner likely to create a substantial risk of serious loss to the **Club** or to the **Club's** creditors, or cause or allow the activities of the **Club** to be carried on in a manner likely to create a substantial risk of serious loss to the **Club** or to the **Club's** creditors, and
  - vi) must not agree to the **Club** incurring an obligation unless he or she believes at that time on reasonable grounds that the **Club** will be able to perform the obligation when it is required to do so.

## 11.3 Election or Appointment of Officers

The election of **Officers** shall be conducted as follows.

- a) **Officers**, including the **President**, shall be elected in conjunction with **Annual General Meetings**. However, if a vacancy in the position of any **Officer** occurs between **Annual General Meetings**, that vacancy shall be filled by resolution of the **Board** and any such appointee must, before appointment, supply a signed consent to appointment and a certificate that the nominee is not disqualified from being appointed or holding office as an **Officer**. Any such appointee shall hold office for the remainder of the term of the resigned **Officer**.
- b) Any candidate nominated as an **Officer** must state in their nomination if they wish to be considered only as **President**, or only as an **Officer** other than **President**.

- c) A candidate's written nomination, accompanied by the written consent of the nominee with a certificate that the nominee is not disqualified from being appointed or holding office as a **Officer** (as described in the 'Qualifications of Officers' rule above) shall be received by the **Club** at least 35 **Working Days** before the date of the **Annual General Meeting**.
- d) Votes shall be cast by secret ballot prior to the **Annual General Meeting** in a manner as the **Board** determines, allowing for electronic voting.
- e) Two **Members** (who are not nominees) or non-members appointed by the **Chairperson** shall act as scrutineers for the counting of the votes and destruction of any voting papers.
- f) **Members**, including **Officers**, will be advised of the result of the election of **Officers** at the **Annual General Meeting**.
- g) In the event of any vote being tied, the tie shall be resolved by the incoming **Board** (excluding those in respect of whom the votes are tied).
- h) The failure for any reason of any **Member** to receive such **Notice** of the **General Meeting** shall not invalidate the election.

## 11.4 Term

The term of office for all **Officers** elected to the **Board** shall be 2 years, expiring at the end of the **Annual General Meeting** in the year corresponding with the last year of each **Officer's** term of office. Such **Officers** shall be eligible for re-election.

## 11.5 Removal of Officers

An **Officer** shall be removed as an **Officer** by resolution of the **Board** or the **Club** with effect from the date of that resolution, where in the opinion of the **Board** or the **Club** —

- a) The **Officer** elected to the **Board** has been absent from 4 **Board** meetings without leave of absence from the **Board**,
- b) The **Officer** has brought the **Club** into disrepute,
- c) The **Officer** has failed to disclose a conflict of interest, or
- d) The **Board** passes a vote of no confidence in the **Officer**.

## 11.6 Ceasing to Hold Office

An **Officer** ceases to hold office when they resign (by notice in writing to the **Board**), are removed, die, or otherwise vacate office in accordance with section 50(1) of the **Act**.

Each **Officer** shall within 10 **Working Days** of submitting a resignation or ceasing to hold office, deliver to the **Board** all books, papers and other property of the **Club** held by such former **Officer**.



## 11.7 Conflicts of Interest

- a) An **Officer** or **Member** of a sub-committee who is an **Interested Member** in respect of any **Matter** being considered by the **Club**, must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified)—
  - i) to the **Board** and or sub-committee, and
  - ii) in an **Interests Register** kept by the **Board**.
- b) Disclosure must be made as soon as practicable after the **Officer** or member of a sub-committee becomes aware that they are interested in the **Matter**.
- c) An **Officer** or member of a sub-committee who is an **Interested Member** regarding a **Matter**—
  - i) must not vote or take part in the decision of the **Board** and/or sub-committee relating to the **Matter** unless all members of the **Board** who are not interested in the **Matter** consent; and
  - ii) must not sign any document relating to the entry into a transaction or the initiation of the **Matter** unless all members of the **Board** who are not interested in the **Matter** consent; but
  - iii) may take part in any discussion of the **Board** and/or sub-committee relating to the **Matter** and be present at the time of the decision of the **Board** and/or sub-committee (unless the **Board** and/or sub-committee decides otherwise).
- d) However, an **Officer** or member of a sub-committee who is prevented from voting on a **Matter** may still be counted for the purpose of determining whether there is a quorum at any meeting at which the **Matter** is considered.
- e) Where 50 per cent or more of **Officers** are prevented from voting on a **Matter** because they are interested in that **Matter**, a **Special General Meeting** must be called to consider and determine the **Matter**, unless all non-interested **Officers** agree otherwise.
- f) Where 50 per cent or more of the members of a sub-committee are prevented from voting on a **Matter** because they are interested in that **Matter**, the **Board** shall consider and determine the **Matter**.

## 12. Records

### 12.1 Register of Members

- a) The **Club** shall keep an up-to-date **Register of Members**.
- b) For each current **Member**, the information contained in the **Register of Members** shall include —
  - i) Their name, and
  - ii) The date on which they became a **Member** (if there is no record of the date they joined, this date will be recorded as 'Unknown'), and
  - iii) Their contact details, including an electronic address, and a telephone number, and
  - iv) Whether the **Member** is financial or unfinancial.

- c) Every current **Member** shall promptly advise the **Club** of any change of the **Member's** contact details.
- d) The **Club** shall also keep a record of the former **Members** of the **Club** for seven years. For each **Member** who ceased to be a **Member**, the **Club** will record:
  - i) The former **Member's** name, and
  - ii) The date the former **Member** ceased to be a **Member**.

## 12.2 Interests Register

The **Board** shall at all times maintain an up-to-date **Interests Register** of **Matters** disclosed by **Officers** and by members of any sub-committee.

## 12.3 Access to Information for Members

- a) A **Member** may at any time make a written request to the **Club** for information held by the **Club**.
- b) The request must specify the information sought in sufficient detail to enable the information to be identified.
- c) The **Club** must, within a reasonable time after receiving a request —
  - i) provide the information, or
  - ii) agree to provide the information within a specified period, or
  - iii) agree to provide the information within a specified period if the **Member** pays a reasonable charge to the **Club** (which must be specified and explained) to meet the cost of providing the information, or
  - iv) refuse to provide the information, specifying the reasons for the refusal.
- d) Without limiting the reasons for which the **Club** may refuse to provide the information, the **Club** may refuse to provide the information if —
  - i) withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons, or
  - ii) the disclosure of the information would, or would be likely to, prejudice the commercial position of the **Club** or of any of its **Members**, or
  - iii) the disclosure of the information would, or would be likely to, prejudice the financial or commercial position of any other person, whether or not that person supplied the information to the **Club**, or
  - iv) the information is not relevant to the operation or affairs of the **Club**, or
  - v) withholding the information is necessary to maintain legal professional privilege, or
  - vi) the disclosure of the information would, or would be likely to, breach an enactment, or
  - vii) the burden to the **Club** in responding to the request is substantially disproportionate to any benefit that the **Member** (or any other person) will or may receive from the disclosure of the information, or
  - viii) the request for the information is frivolous or vexatious, or

- ix) the request seeks information about a dispute or complaint which is or has been the subject of the procedures for resolving such matters under this **Constitution** and the **Act**.
- e) If the **Club** requires the **Member** to pay a charge for the information, the **Member** may withdraw the request, and must be treated as having done so unless, within 10 **Working Days** after receiving notification of the charge, the **Member** informs the **Club** —
  - i) that the **Member** will pay the charge; or
  - ii) that the **Member** considers the charge to be unreasonable.
- f) Nothing in this rule limits Information Privacy Principle 6 of the Privacy Act 2020 relating to access to personal information.

## 13. Finances

### 13.1 Control and Management

- a) The funds and property of the **Club** shall be—
  - i) controlled, invested, and disposed of by the **Board**, subject to this **Constitution**, and
  - ii) devoted solely to the promotion of the purposes of the **Club**.
- b) The **Board** shall maintain a bank account or bank accounts in the name of the **Club**.
- c) All money received on account of the **Club** shall be banked within 5 **Working Days** of receipt.
- d) All accounts paid or for payment shall be submitted to the **Board** for approval of payment.
- e) The **Board** must ensure that there are kept at all times accounting records that—
  - i) correctly record the transactions of the **Club**, and
  - ii) allow the **Club** to produce financial statements that comply with the requirements of the **Act** and are filed with the Registrar of Incorporated Societies within 6 months of the balance date in accordance with section 102(3) of the Act, and
  - iii) would enable the financial statements to be readily and properly audited (if required under any legislation or the **Constitution**).
- f) The **Board** must establish and maintain a satisfactory system of control of the **Club's** accounting records.
- g) The accounting records must be kept in written form or in a form or manner that is easily accessible and convertible into written form. The accounting records must be kept for the current accounting period and for the last 7 completed accounting periods of the **Club**.

## 13.2 Balance Date

The **Club's** financial year shall commence on the first of March each year and end on the last day of February of the following year (the latter date being the **Club's** balance date).

## 13.3 Auditor

The Club must ensure that the financial statements that are required to be prepared under section 105(1) of the Act are audited by an appropriately qualified auditor.

# 14. Dispute Resolution

## 14.1 Meanings of Dispute and Complaint

A dispute is a disagreement or conflict involving the **Club** and/or its **Members** in relation to specific allegations.

## 14.2 Investigating and Determining Dispute

- a) The **Club** must, as soon as is reasonably practicable after receiving or becoming aware of a complaint made in accordance with its **Constitution**, ensure that the dispute is investigated and determined.
- b) Disputes must be dealt with under the **Constitution** in a fair, efficient, and effective manner and in accordance with the provisions of the **Act**.

## 14.3 Club May Decide Not to Proceed Further with Complaint

Despite the 'Investigating and Determining Dispute' rule above, the **Club** may decide not to proceed further with a complaint if—

- a) the complaint is considered to be trivial; or
- b) the complaint does not appear to disclose or involve any allegation of the following kind:
  - i) that a **Member** or an **Officer** has engaged in material misconduct;
  - ii) that a **Member**, an **Officer**, or the **Club** has materially breached, or is likely to materially breach, a duty under the **Club's Constitution** or rules or the **Act**;
  - iii) that a **Member's** rights or interests or **Members'** rights or interests generally have been materially damaged; or
- c) the complaint appears to be without foundation or there is no apparent evidence to support it; or

- d) the person who makes the complaint has an insignificant interest in the matter; or
- e) the conduct, incident, event, or issue giving rise to the complaint has already been investigated and dealt with under the **Constitution**; or
- f) there has been an undue delay in making the complaint.

#### 14.4 Club May Refer Complaint

- a) The **Club** may refer a complaint to—
  - i) a sub-committee or an external person to investigate and report; or
  - ii) a sub-committee, an arbitral tribunal, or an external person to investigate and make a decision.
- b) The **Club** may, with the consent of all parties to a complaint, refer the complaint to any type of consensual dispute resolution.

#### 14.5 Decision Makers

A person may not act as a decision maker in relation to a complaint if 2 or more members of the **Board** or a complaints sub-committee consider that there are reasonable grounds to believe that the person may not be—

- a) impartial; or
- b) able to consider the matter without a predetermined view.

### 15. Liquidation and Removal from the Register

#### 15.1 Resolving to Put Club into Liquidation

- a) The **Club** may be liquidated in accordance with the provisions of Part 5 of the **Act**.
- b) The **Board** shall give at least 1 calendar month's written **Notice** to all **Members** of the proposed resolution to put the **Club** into liquidation.
- c) The **Board** shall also give written **Notice** to all **Members** of the **General Meeting** at which any such proposed resolution is to be considered. The **Notice** shall include all information as required by section 228(4) of the **Act**.
- d) Any resolution to put the **Club** into liquidation must be passed by no less than 75 percent of all **Members** voting on the resolution.

#### 15.2 Resolving to Apply for Removal from the Register

- a) The **Club** may be removed from the Register of Incorporated Societies in accordance with the provisions of Part 5 of the **Act**.
- b) The **Board** shall give at least 1 calendar month's written **Notice** to all **Members** of the proposed resolution to remove the **Club** from the Register of Incorporated Societies.

- c) The **Board** shall also give written **Notice** to all **Members** of the **General Meeting** at which any such proposed resolution is to be considered. The **Notice** shall include all information as required by section 228(4) of the **Act**.
- d) Any resolution to remove the **Club** from the Register of Incorporated Societies must be passed by no less than 75 percent of all **Members** voting on the resolution.

### 15.3 Surplus Assets

- a) If the **Club** is liquidated or removed from the Register of Incorporated Societies, no distribution shall be made to any **Member**.
- b) On the liquidation or removal from the Register of Incorporated Societies of the **Club**, its surplus assets — after payment of all debts, costs and liabilities — shall be vested in a Charitable Trust. Initial Trustees shall be determined by the **Members**. The purpose of the Trust shall be in keeping with the primary purposes of the **Club** as described in clause 3 above.

## 16. Alterations to the Constitution

### 16.1 Amending this Constitution

- a) All amendments must be made in accordance with this **Constitution**. Any minor or technical amendments shall be notified to **Members** as required by section 31 of the **Act**.
- b) The **Club** may amend or replace this **Constitution** at a **General Meeting** by a resolution passed by no less than 75 percent of all **Members** voting on the resolution.
- c) That amendment may be approved by a resolution passed in lieu of a **General Meeting** but only if authorised by this **Constitution**.
- d) Any proposed resolution to amend or replace this **Constitution** shall be signed by at least 3 members of the **Board** or 25 **Members** entitled to vote on the resolution and given in writing to the **Board** at least 35 **Working Days** before the **General Meeting** at which the resolution is to be considered and accompanied by a written explanation of the reasons for the proposal.
- e) At least 1 calendar month before the **General Meeting** at which any amendment is to be considered the **Board** shall give to all **Members** notice of the proposed resolution, the reasons for the proposal, and any recommendations the **Board** has.
- f) When an amendment is approved by a **General Meeting** it shall be notified to the Registrar of Incorporated Societies in the form and manner specified in the **Act** for registration and shall take effect from the date of registration.

## 17. Other

### 17.1 Rules

The **Board** from time to time may make and amend rules and policies for the conduct and control of **Club** activities and codes of conduct applicable to **Members**, but no such rules, policies, or codes of conduct applicable to **Members** shall be inconsistent with this **Constitution**, the **Act**, regulations made under the **Act**, or any other legislation.