
CONSTITUTION OF ROTORUA BRIDGE CLUB INCOPORATED

This Constitution and Rules were confirmed at the Annual General Meeting held at Rotorua on November 28, 2024, and supersedes all previous notifications.

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1. CLUB DETAILS

1.1. NAME

The name of the Society shall be "ROTORUA BRIDGE CLUB (INCORPORATED)" (referred to as the '**Club**' within this Constitution).

1.2. REGISTERED OFFICE

The **Club's** registered office shall be in such a place as the **Committee** may determine from time to time, and the Registrar of Incorporated Societies shall be given due notice of any change.

1.3. 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, during which, among other things, the Members will receive and consider reports on the **Club's** activities and finances.

'**Committee**' means the **Club's** governing body.

'**Committee Member**' means a Member of the **Committee**.

'**Constitution**' means the rules in this document.

'**Contact Details**' means a physical or an electronic address and a telephone number.

'**Club**' means and includes the meaning of the word 'Society'.

'**Diversity, Equity and Inclusion**' means ensuring fair and equitable opportunities are available to everyone in Bridge irrespective of age, ability, ethnicity, gender, national origin, race, religion, sexual orientation, beliefs, or socio-economic status.

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

'**Interested Member**' means a **Member** interested in a **matter** for any reason 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 the **Club's** performance of its activities or exercise of its powers or an arrangement, agreement, or contract (a transaction) made, 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**, has been properly admitted to the **Club** and has not ceased to be a Member of the **Club**.

‘Notice’ to Members includes any notice given by email, post, text or courier.

‘Officer’ means a natural person who is a **Member** of the **Committee** or any natural person occupying a position in the **Club** that allows them to exercise significant influence over the management or administration of the **Club**, including any Chief Executive or Treasurer.

‘Ordinary Resolution’ means a resolution passed by a majority of votes cast.

‘President’ means the **Officer responsible** for chairing General Meetings and committee meetings and who provides leadership for the Club.

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

‘Secretary’ means the **Officer** responsible for the **matters** specifically noted in this **Constitution**.

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

Special Resolution means a resolution passed by a 75% majority of votes cast.

‘Vice President’ means the Officer elected or appointed to deputise in the absence of the President.

‘Working Days’ is defined in the Legislation Act 2019. Examples of days that are not Working Days include but are not limited to, the following — a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign’s birthday, Te Rā Aro ki a Matariki/Matariki Observance Day and Labour Day. Days between the last session of the Summer Bridge series in December and the first session in January are also not Working Days for our **Club**.

1.4. INTERPRETATION

Unless the context otherwise requires:

Words referring to the singular include the plural and vice versa.

Clause headings are for reference only.

Expressions referring to writing include references to words visibly represented, copied, or reproduced, including by email.

Reference to a person includes any other entity or association recognised by law and vice versa, and any reference to a particular entity includes a reference to that entity’s successors.

A reference to any legislation includes any secondary legislation, statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendment to, re-enactment, or replacement of that legislation.

All periods of time or notice exclude the days on which they are given.

1.5. PURPOSE

The purposes of the **Club** are:

- (i) To carry on a bridge **club** that promotes, fosters, and teaches the game of bridge in the amateur sports space through bridge matches and social gatherings without the intention of undue pecuniary gain.
- (ii) Commitment to leading, promoting, and **enabling diversity, equity, and inclusion** across the **Club**. This includes governance of the **Club** and participation in Bridge, ensuring everyone feels respected and appreciated.
- (iii) Commitment to protecting the integrity of Bridge and the **Club** by developing and enforcing standards of conduct and ethical behaviour, implementing good governance, and ensuring a secure and confident environment for all.
- (iv) To continue being a New Zealand Bridge Incorporated member.

1.6. CULTURE AND TIKANGA

The **Club's** culture and tikanga embrace respect for diversity and accept each Member's playing abilities. Our Club prides itself on being friendly, welcoming, supportive, and encouraging. We strive to create an environment where potential new Members feel comfortable and excited to join our community. Our **Members** willingly volunteer in the day-to-day club operations, embodying our values in their actions.

This **Constitution** is a testament to our unwavering commitment to our Culture and Tikanga, which guides all our club endeavours. This commitment gives our Members a sense of security and confidence, ensuring that our **Club's** direction is always clear and aligned with our values.

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

1.8. CAPACITY AND POWERS

The **Club** has, both within and outside New Zealand, full capacity, rights, powers and privileges to carry on or undertake any activity, do any act or enter into any transaction subject to this Constitution, the Act, any other legislation, and the general law.

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

- (i) The **Club** must not be carried on for the financial gain of any of its **Members**.
- (ii) No loan shall be granted to any person who is a **Member** of the **Committee** or any of the **Members** of the **Club**.

1.9. CONTACT PERSON

The **Committee** must appoint or reappoint at least one, and a maximum of three, persons to be the contact person, subject to those persons meeting the eligibility criteria set out in the **Act**. The **Committee** must advise the Registrar of Incorporated Societies of any change in the contact person or their **Contact Details**.

2. MEMBERS AND VISITORS

2.1. MINIMUM NUMBER OF MEMBERS

The **Club** shall maintain at least 10 Members as required by the **Act**.

2.2. CLASSES OF MEMBERSHIP

There shall be four (4) classes of Membership, namely:

- (i) **Associate Members** - Any person living outside of the Rotorua District who is a current **Member** of another Bridge Club affiliated with the New Zealand Contract Bridge Association (Incorporated) may be classified as an "Associate Member" for **club** sessions.
- (ii) **Life Members** - "Life Members" are full **Members** appointed as life Members on the recommendation of the **Committee** at a general meeting of **Members** by a simple majority vote and shall not be required to pay an annual subscription from and after the date of their election.
- (iii) **Youth Members** – are 24 years of age or less at the start of the calendar year.
- (iv) **Full Members** - All other people admitted to Membership shall be classified as "Full **Members**".

All types of **Members** shall be entitled to all rights and privileges of Membership and shall be eligible as per the **Act**, to hold any office of the **Club** and vote at any **Club** meetings.

2.3. BECOMING A MEMBER: CONSENT

Consent to become a **Member** is determined when an individual completes a Membership application form.

2.4. BECOMING A MEMBER: PROCESS

An applicant for Membership must complete "The form of application for Membership" available from the **Secretary**, which the applicant shall sign in person and become a **Member** upon the **Committee's** acceptance of that application.

The **Committee** may accept or decline an application for Membership at its sole discretion.

The **Committee** must advise the applicant of its decision.

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

2.5. 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.

All **Members** shall promote the interests and purposes of the **Club** and shall do nothing to bring the **Club** into disrepute.

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. Still, no **Member** or Life Member is liable for an obligation of the **Club** by reason only of being a **Member**.

The **Committee** may decide what access or use **Members** may have of or to any premises, facilities, equipment or other property owned, occupied or otherwise used by the **Club** and to participate in **Club** activities, including any conditions and fees for such access, use or involvement.

Any **Member** is bound by and will comply with this **Constitution** and, to the extent they apply, the rules, procedures or policies of New Zealand Bridge.

2.6. SUBSCRIPTIONS AND FEES

The annual rate of subscription and entrance fee for Membership shall be fixed and determined at each Annual General Meeting.

Each Annual General Meeting shall fix and determine a table fee per play session.

Any **Member** whose subscription is unpaid as of the 30th day of April in any year shall not be entitled to vote at any subsequent meeting of the **Club** or to enjoy any of the privileges or participate in any of the **Club's** activities until payment thereof has been made, except that new Members admitted after the 1st day of April shall be allowed a period of grace of one (1) month commencing on the date on which the **Committee** accepted the Member's application for Membership.

Notwithstanding the preceding, the **Committee** shall have the power in its absolute discretion to refund, dispense with, or reduce any subscriptions or other monies payable by any **Member**.

2.7. CESSATION OF MEMBERSHIP

A **Member** may resign from the **Club** at any time upon giving **Notice** in writing to the **Secretary**. A **Member** who shall not have delivered a **Notice** of Resignation to the **Secretary** on or before the 31st day of January in any year shall be deemed to have elected to remain a **Member** for the ensuing year.

Any **Member** whose annual subscription is unpaid as of the 30 day of April in any year shall thereupon cease to be a **Member** of the **Club** and shall be struck off the **Register of Members** by resolution of the **Committee** PROVIDED that in the discretion of the **Committee**, such person may be reinstated as a **Member** upon payment on or before the 31st day of January of the following year of all arrears of subscriptions and other money due by such person.

Membership ceases on the death of the **Member**.

The **Committee** for Sufficient Cause may, by simple majority, vote to

- (i) Remove from Membership any **Member** or
- (ii) from time to time and at any time, suspend any **Member** from participation in any specified part or parts of the activities of the **Club**.

2.8. OBLIGATIONS ONCE MEMBERSHIP HAS CEASED

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

- (i) remains liable to pay any outstanding fees to the **Club**
- (ii) shall cease to hold himself or herself out as a **Member** of the **Club**, and
- (iii) shall return to the **Club** all material provided to **Members** (including any Membership certificate, badges, handbooks and manuals).
- (iv) shall cease to be entitled to any of the rights of a **Club Member**.

2.9. 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 **Committee**.

But, 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 **Committee**.

2.10. VISITORS AND INVITEES

The **Club** welcomes visitors to play alongside and with **Members** at **Club** and tournament sessions, subject to payment of the Table Fee and adherence to the provisions of these rules generally.

Persons may be invited by a **Member** to play as a visitor at any ordinary session of play of the **Club** not more than four (4) times in any one financial year but subject to the payment of the Table Fee and adherence always to the provisions of these rules generally.

3. GENERAL MEETINGS

3.1. PROCEDURES FOR ALL GENERAL MEETINGS

Notice Annual General Meeting

- (i) The **Committee** shall give all **Members** at least 10 **Working Days'** written **Notice** of any **General Meeting** and the business to be conducted at that **General Meeting**.
- (ii) 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**.

Notice of Proposed Motions

- (i) The **Committee** may propose motions for the **Club** to vote on ('Committee Motions'), which shall be notified to **Members** with the **Notice** of the **General Meeting**.
- (ii) Any **Member** may request that a motion be voted on ('Member's Motion') at a **General Meeting** by giving notice to the Secretary or Committee at least seven **working days** before that meeting. The **Member** may also provide information in support of the motion ('Member's Information'). If **notice** of the motion is given to the **Secretary** or **Committee** before written **Notice** of the **General Meeting** is given to **Members**, **Notice** of the motion shall be provided to **Members** with the written **Notice** of the **General Meeting**.

3.2. PARTICIPATION

- (i) Only financial **Members** (including Life Members and those within the payment grace period) and other persons invited by the **Committee** may attend and speak at **General Meetings**
- (ii) in person, or
- (iii) by a signed original written proxy (an email or copy not being acceptable) in favour of some individual entitled to be present at the meeting and received by, or handed to, the **Committee** preferably before the commencement of the **General Meeting**, and
- (iv) every appointment by proxy shall be upon the form available from the **Secretary** or, to like effect, and a person acting as a proxy for more than one **Member** shall be entitled to vote separately for each **Member** for whom he or she acts, and
- (v) any **Member** purporting to act as a proxy for any other **Member** or **Members** shall make this fact known as soon as practicable after the start of any Meeting and have the legitimacy or otherwise of their appointment to act as proxy established at that time.
- (vi) no other proxy voting shall be permitted.

3.3. QUORUM

- (i) No **General Meeting** may be held unless at least 10 percent of Members attend. This will constitute a quorum.
- (ii) If a quorum is not present within half an hour after the time appointed for a meeting, 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 **President** of the **Club**. If at such adjourned meeting a quorum is not present, those **Members** present in person or by proxy shall be deemed to constitute a sufficient quorum.

3.4. VOTING

Life **Members** shall have the same voting rights as Full, Youth and Associate **Members**.

A **Member** is entitled to exercise one vote on any motion at a **General Meeting** in person or by proxy, and voting at a General Meeting shall be by voice or by show of hands or, on demand of the chairperson or five or more Members present, by secret ballot.

Unless otherwise required by this **Constitution**, all questions shall be decided by a simple majority of those in attendance in person or by proxy and voting at a **General Meeting** or voting by remote ballot.

Any decisions made when a quorum is absent are invalid.

General Meetings may be held at one or more venues by **Members** present in person and/or using any real-time audio, audio-visual, or electronic communication that gives each Member a reasonable opportunity to participate.

Chairperson

The President or Vice President, or in their absence, a committee person elected by the Members present shall be Chairperson ex officio at all meetings of the Club. In the event of the absence of a committee Member from any meeting, a Chairperson shall be elected from those Members present. The Chairperson or Acting Chairperson shall have a deliberative and a casting vote on any matter put to a vote.

Chairperson Powers

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.
- (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.

3.5. WRITTEN RESOLUTIONS

Written resolutions may not be passed in lieu of a **General Meeting**.

3.6. MINUTES

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

3.7. DATE FOR ANNUAL GENERAL MEETING

The **Annual General Meeting** shall be held no later than the 20th day of December in each year at such time and place as the Committee shall appoint.

3.8. BUSINESS OF ANNUAL GENERAL MEETINGS

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

Confirm the minutes of the previous **Club** meeting or meetings;

- (i) Adopt the annual report on **Club** business;
- (ii) Adopt the annual financial statements, including the reviewer's report;
- (iii) Set any subscriptions and table fees for the current financial year;
- (iv) Elect the **Officers** and **Members** of the **Committee**;
- (v) Consider any motions proposing to amend this **Constitution** that have been properly submitted for consideration at **the Annual General Meeting**;
- (vi) Consider any other business items that have been properly submitted for consideration at **the Annual General Meeting**;
- (vii) Provide **Notice** of any disclosures of conflicts of interest made by **Committee Members** during that period (including a summary of the matters or types of matters to which those disclosures relate).

The Rules relating to the procedure to be followed at **General Meetings** shall apply to the **Annual General Meeting**. While general business may be discussed and issues raised by **Members** present at the **Annual General Meeting**, no discussion of such matters or issues will result in a binding resolution.

3.9. SPECIAL GENERAL MEETINGS

The Secretary shall convene **Special General Meetings** of the **Club** on the direction of the **President** and/or upon the written request of any five (5) **Members** specifying the business to be dealt with at such Meetings.

The Rules 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 **Committee's** resolution or the written request by **Members** for the Meeting.

4. COMMITTEE

4.1. FUNCTIONS OF THE COMMITTEE

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 **Committee**, in accordance with the Incorporated Societies Act 2022, any Regulations made under that **Act**, and this **Constitution**.

4.2. POWERS OF THE COMMITTEE

The **Committee** has all the powers necessary for managing, 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 this **Constitution** and PROVIDED that the **Committee** shall comply with the terms and conditions of any restriction relating to the powers and functions of the **Club** passed at a General Meeting of the **Club Members**.

4.3. COMMITTEE COMPOSITION

The **Officers** of the **Club** shall be those persons who comprise the **Committee** of the **Club** as hereinafter constituted. The **Club's** general management shall be vested in a Committee of Management (hereinafter referred to as "the **Committee**"), which shall comprise the **President**, **Secretary**, Treasurer and up to six (6) other Members appointed at the Annual General Meeting

The remaining **Committee Members** may fill any vacancies occurring on the **Committee** between two **Annual General Meetings**.

Nominations for the above **Offices** must be received ten (10) working days before the **Annual General Meeting** and be displayed on the **Club** Notice Board.

If insufficient nominations have been received, nominations may be received from the floor at the **Annual General Meeting**, and if vacancies still remain on the **Committee**, such vacancies may be filled by the **Committee** co-opting person/s, if deemed necessary, from **Club Members**.

The same person may hold the office of the **Secretary** and the Treasurer.

4.4. SUB-COMMITTEES

The **Committee** may appoint sub-committees consisting of such persons (whether or not **Members** of the **Club**) and for such purposes as it thinks fit. Unless otherwise resolved by the **Committee**:

- (i) the quorum of every sub-committee is half the Members of the sub-committee but not less than two;
- (ii) no sub-committee shall have the power to co-opt additional **Members**, this being the responsibility of the **Committee**;
- (iii) a sub-committee must not commit the **Club** to any financial expenditure without express authority; and
- (iv) a sub-committee must not further delegate any of its powers.

5. COMMITTEE MEETINGS

5.1. COMMITTEE PROCEDURE

(i) Calling Meetings

The **Secretary** shall convene all meetings of the **Committee** at the request of the **President** or three (3) **Committee Members**.

(ii) Notice

Reasonable notice of such meetings shall be given to the Members of the **Committee** by the **Secretary**.

(iii) Quorum

50% of **Committee Members** personally present shall form a quorum at **Committee Meetings**.

(iv) Participation

A meeting of the **Committee** may be held either by a number of **Committee Members** who constitute a quorum, being assembled together at the place, date and time appointed for the meeting or utilising audio, or audio and visual, communication by which all **Committee Members** participating and constituting a quorum can simultaneously hear each other throughout the meeting.

(v) Voting

A resolution of the **Committee** is passed at any meeting of the **Committee** if a majority of the votes cast on it are in favour of the resolution. Every **Officer** on the **Committee** shall have one vote.

The **President** does have a casting vote in the event of a tied vote on any resolution of the **Committee**.

Except as otherwise provided in this **Constitution**, the **Committee** may regulate its own procedure.

5.2. FREQUENCY

The **Committee** shall endeavour to meet at least every month except over the summer break at such times and places and in such manner (including by audio, audio-visual, or electronic communication) as it may determine and otherwise where and as convened by the **President** or **Secretary**.

5.3. INDEMNITY

The **Committee** and its **Members** shall be indemnified and kept safe in performing their respective functions to the extent provided in the Incorporated Societies Act 2022.

6. OFFICERS

6.1. QUALIFICATIONS OF OFFICERS

Every **Officer** must be a natural person who—

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

The following persons are disqualified from being elected or holding office as a **Committee Member**:

- (i) A person who is an employee of, or independent contractor to, the **Club**.
- (ii) A person disqualified from being elected or holding office as a **Committee Member** under section 47 of the Act.
- (iii) A person removed as a **Committee Member** following a process under this **Constitution** or any Bylaw.

If an existing **Committee Member** becomes or holds any position in (i) above, they are deemed to have vacated their office as a **Committee Member** upon their appointment to such a position. If any of the circumstances listed in (ii) above occur to an existing **Committee Member**, they are deemed to have vacated their office upon the relevant authority making an order or finding against them of any of those circumstances.

Prior to election or appointment as an **Officer**, a person must—

- (i) consent in writing to be an **Officer**, and
- (ii) certify in writing that they are not disqualified from being elected or appointed as an **Officer** either by this **Constitution** or the **Act**.

Only a natural person may be an **Officer**, and each certificate shall be retained in the **Club's** records.

6.2. OFFICERS DUTIES

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 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 the **Club's** creditors, and must not agree to the **Club** incurring an obligation unless they believe at that time on reasonable grounds that the **Club** will be able to perform the obligation when it is required to do so.

6.3. ELECTION OF OFFICERS

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

- (i) **Officers** shall be elected during **Annual General Meetings**; however, if a vacancy in the position of any **Officer** occurs between **Annual General Meetings**, in that case, that vacancy shall be filled by resolution of the **Committee** (and any such appointee must, before the 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** (as described in the 'Qualification of Officers' rule above). Any such appointment must be ratified at the next **Annual General Meeting**.
- (ii) 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 an **Officer** (as described in the 'Qualification of Officers' rule above) shall be received by the **Club** at least ten (10) **Working Days** before the date of the **Annual General Meeting** and displayed on the club notice board. If insufficient valid nominations are received, further nominations may be received from the floor at the **Annual General Meeting**.
- (iii) Votes shall be cast in such a manner as the person chairing the meeting determines. If any vote is tied, the incoming **Committee** shall resolve the tie (excluding those in respect of whom the votes are tied).
- (iv) Two **Members** (who are not nominees) or non-Members appointed by the **President** shall act as scrutineers for counting the votes and destroying any voting papers.
- (v) The failure for any reason of any financial **Member** to receive such **Notice** of the **Annual General Meeting** shall not invalidate the election.
- (vi) In addition to **Officers** elected under the foregoing provisions of this rule, the **Committee** may appoint other **Officers** for a specific purpose, a limited period, or generally until the next **Annual General Meeting**. Unless otherwise specified by the **Committee**, any person so appointed shall have full speaking and voting rights as an **Officer** of the **Club**. Any such appointee must, before the 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** (as described in the 'Qualification of Officers' rule above).

6.4. TERM

The term of office for all **Officers** elected to the **Committee** shall be one year, expiring at the end of the Annual General Meeting in the year corresponding with the last year of each **Officer's** term of office.

No **President** shall serve for more than two consecutive years as President.

6.5. REMOVAL OF OFFICERS

An **Officer** shall be removed as an **Officer** by resolution of the **Committee** or the **Club** where, in the opinion of the **Committee** or the **Club** —

- (i) The **Officer** elected to the **Committee** has been absent from five (5) committee meetings without leave of absence from the **Committee**.
- (ii) The **Officer** has brought the **Club** into disrepute.
- (iii) The **Officer** has failed to disclose a conflict of interest.
- (iv) The **Committee** passes a vote of no confidence in the **Officer**.

6.6. CEASING TO HOLD OFFICE

An **Officer** ceases to hold office

- (i) their term expires.
- (ii) the person resigns by delivering a signed **notice** of the resignation to the **Committee**.
- (iii) the person is removed from office under this Constitution.
- (iv) the person becomes disqualified from being an officer under section 47(3) of the Act.
- (v) the person dies.

Each **Officer** shall, within Seven (7) **working days** of submitting a resignation or ceasing to hold office, deliver to the **Committee** all books, papers and other property of the **Club** held by such former **Officer**.

6.7. CONFLICTS OF INTEREST

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 **Committee** and/or sub-committee, and
- (ii) in an **Interests Register** kept by the **Committee**.

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**.

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 **Committee** and/or sub-committee relating to the **matter** unless all **Committee Members** 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 **Committee Members** who are not interested in the **matter** consent, but
- (iii) may take part in any discussion of the **Committee** and/or sub-committee relating to the **matter** and be present at the time of the decision of the **Committee** and/or sub-committee (unless the **Committee** and/or sub-committee decides otherwise).
- (iv) when exercising powers or performing duties as an **Officer**, may rely on reports, statements, financial data and other information prepared or supplied and on professional or expert advice given by any of the following persons:
 - a. an employee whom the **Officer** believes on reasonable grounds to be reliable and competent in relation to the matters concerned;
 - b. a professional adviser or expert in relation to matters that the officer believes on reasonable grounds to be within the person's professional or expert competence; or
 - c. any other **Officer** or subcommittee of **Officers** on which the **Officer** did not serve about matters within the Officer's or subcommittee's designated authority,
 - d. if the **Officer** acts in good faith, makes proper inquiry where the need for inquiry is indicated by the circumstances, and has no knowledge that the reliance is unwarranted.

However, an **Officer** or Member of a sub-committee who is prevented from voting on a **matter** may still be counted to determine whether there is a quorum at any meeting at which the **matter** is considered.

Where 50 percent or more officers are prevented from voting on a **matter** because they are interested in it, a special general meeting must be held to consider and determine the **matter** unless all non-interested **Officers** agree otherwise.

Where 50 percent or more of the **Members** of a sub-committee are prevented from voting on a **matter** because they are interested in that **matter**, the **Committee** shall consider and determine the **matter**.

7. RECORDS

7.1. REGISTER OF MEMBERS

The **Club** shall keep an up-to-date **Register of Members**.

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**.
 - a. The **Register of Members** will be updated as soon as practicable after the **Committee** becomes aware of changes in the information recorded in the **Register of Members**.
 - b. The **Club** shall also keep a record of the former **Members** of the **Club**. For each **Member** who ceased to be a **Member** within the previous seven years, the **Club** will record:
 - a. The former **Member's** name and
 - b. The date the former **Member** ceased to be a **Member**.

7.2. INTERESTS REGISTER

The **Club** shall maintain an up-to-date register of the interests disclosed by **Officers**.

7.3. ACCESS TO INFORMATION FOR MEMBERS

A **Member** may at any time make a written request to the **Club** for information held by the **Club**.

The request must specify the information sought in sufficient detail to enable the information to be identified.

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 refuse to provide the information, specifying the reasons for the refusal.

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 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**.

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** —

- (iii) that the **Member** will pay the charge; or
- (iv) that the **Member** considers the charge to be unreasonable.

Nothing in this rule limits Information Privacy Principle 6 of the Privacy Act 2020 relating to access to personal information.

8. FINANCES

8.1. FINANCIAL BALANCE DATE

The **Club's** financial year commences on November 1st and ends on October 31st of the following year.

8.2. CONTROL AND MANAGEMENT

The funds and property of the **Club** shall be—

- (i) controlled, invested and disposed of by the **Committee**, subject to this **Constitution**, and
- (ii) devoted solely to the promotion of the purposes of the **Club**.

The **Committee** shall maintain bank accounts in the name of the Club, which require two bank signatories approved by the **Committee** to authorise the release of funds.

All money received on account of the **Club** shall be banked within 10 **Working Days** of receipt.

All accounts paid or for payment shall be submitted to the **Committee** for payment approval.

The **Committee** must ensure that there are kept at all times accounting records that—

- (i) correctly record the Club transactions and
- (ii) allow the **Club** to produce financial statements that comply with the **Act**, and
- (iii) would enable the financial statements to be readily and properly reviewed or audited (if required under any legislation or the **Club's Constitution**).

The **Committee** must maintain a satisfactory system of control of the Club's accounting records.

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 **Club's** current and last seven completed accounting periods.

The **Officers** and **Members** may not receive any distributions of profit or income from the Club. This does not prevent **Officers** or **Members** from obtaining reimbursement of actual and reasonable expenses incurred or entering into any transactions with the **Club** for goods or services supplied to or from them, which are at arms' length, relative to what would occur between unrelated parties, provided no **Officer** or **Member** is allowed to influence any such decision made by the **Club** in respect of payments or transactions between it and them, their direct family or any associated entity.

8.3. REVIEW OF FINANCIAL STATEMENTS

The **Club's** financial statements must be reviewed each year, and the reviewed financial statements must be submitted to the **Annual General Meeting**.

The **Committee** shall appoint an appropriately qualified person or organisation to undertake any review.

9. DISPUTES RESOLUTION

9.1. RAISING DISPUTES

Any grievance by a **Member**, and any complaint by anyone, is to be lodged by the complainant with the **Club Secretary** in writing and must provide such details as are necessary to identify the details of the grievance or complaint. All **Members** (including the **Committee**) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the **Club's** activities.

The complainant raising a grievance or complaint, and the **Committee** must consider and discuss whether the grievance or complaint may best be resolved through informal discussions, mediation, arbitration, or a tikanga-based practice. Where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement.

All disputes must be resolved in a manner consistent with natural justice. Both parties are entitled to a support person present.

9.2. INVESTIGATING DISPUTES

This rule concerns members' grievances relating to their rights and interests as **Members** and any complaints pertaining to the alleged conduct or discipline of **Members**, collectively referred to as "disputes."

These dispute procedures are designed to enable and facilitate the fair, prompt and efficient resolution of grievances and complaints. The **Club** must ensure that the dispute is investigated and determined as soon as it is reasonably practicable after receiving or becoming aware of a complaint made in accordance with its **Constitution**.

Rather than investigate and deal with any grievance or complaint, the **Committee** may:

- (i) appoint a **Member** or a sub-committee to deal with the same; or
- (ii) with the consent of all parties to a complaint, the **Club** may refer the complaint to any consensual dispute resolution (for example, mediation, facilitation, or a tikanga-based practice).

The **Committee**, any subcommittee, or person considering any grievance or complaint is referred to hereafter as the "decision-maker."

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

- (i) impartial; or
- (ii) able to consider the matter without a predetermined view.

9.3. THE CLUB MAY DECIDE NOT TO PROCEED FURTHER WITH COMPLAINT

Despite the 'Investigating Dispute' rule above, the decision-maker may decide not to proceed further with a complaint if

- (i) the complaint is considered to be trivial or
- (ii) the complaint does not appear to disclose or involve any allegation of the following kind:
 - a. that a **Member** or an **Officer** has engaged in material misconduct;
 - b. 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 bylaws or the **Act**;
 - c. that a **Member's** rights or interests or **Members' rights** or interests generally have been materially damaged;
- (iii) the complaint appears to be without foundation or lacks evidence to support it; or
- (iv) the person who makes the complaint has an insignificant interest in the matter; or
- (v) the conduct, incident, event, or issue giving rise to the complaint has already been investigated and dealt with under the **Constitution**; or
- (vi) there has been an undue delay in making the complaint.

9.4. BOTH PARTIES HAVE A RIGHT TO BE HEARD

Where the decision-maker decides to investigate and deal with a grievance, the following steps shall be taken:

- (i) The complainant and the **Member**, who is the subject of the grievance, must be advised of all details of the grievance;
- (ii) The **Member**, or the **Club**, which is the subject of the grievance, must be given an adequate time to prepare a response;
- (iii) The complainant and the **Member**, or the **Club**, which is the subject of the grievance, must be given an adequate opportunity to be heard, either in writing or at an oral hearing if the decision-maker considers that an oral hearing is required;
- (iv) The decision-maker will hold and consider any oral hearing and/or written statement or submissions.

9.5. RESOLVING DISPUTES

The decision-maker may

- (i) dismiss a grievance or complaint or
- (ii) uphold a grievance and make such directions as the decision-maker thinks appropriate (with which the **Club** and **Members** shall comply);
- (iii) uphold a complaint and reprimand or admonish the **Member**; and/or
 - a. suspend the **Member** from Membership for a specified period, or terminate the **Member's** Membership; and/or
 - b. order the complainant (if a **Member**) or the **Member** complained against to meet any of the **Club's** reasonable costs in dealing with a complaint.

10. LIQUIDATION AND REMOVAL FROM THE REGISTER

10.1. RESOLVING TO PUT THE CLUB INTO LIQUIDATION

The **Club** may be wound up or liquidated in accordance with the provisions of the **Act**.

The **Committee** shall give Twenty (20) **Working Days'** written **Notice** to all **Members** of the proposed resolution to put The Club into liquidation.

The **Committee** 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 required by section 228(4) of the **Act**.

A **Special Resolution** to put the **Club** into liquidation of all **Members** present and voting.

10.2. RESOLVING TO APPLY FOR REMOVAL FROM THE REGISTER

The **Club** may be removed from the Register of Incorporated Societies in accordance with the provisions of the **Act**.

The **Club** shall give Twenty (20) **Working Days'** written **Notice** to all **Members** of the proposed resolution to remove the **Club** from the Register of Incorporated Societies.

The **Club** 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 required by section 228(4) of the **Act**.

A **Special Resolution** of **Members** present and voting must pass any resolution to remove the **Club** from the Register of Incorporated Societies.

10.3. SURPLUS ASSETS

No distribution shall be made to any **Member** if the **Club** is liquidated or removed from the Register of Incorporated Societies.

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 to such other **Club** or **Body**, whether incorporated or not, having similar objects to those of the **Club**, as may have been specified in that confirmed resolution for dissolution.

However, in any resolution under this rule, the **Club** may approve a different distribution to a different not-for-profit entity from that specified above, so long as the **Club** complies with this **Constitution** and the **Act** in all other respects.

11. ALTERATIONS TO THE CONSTITUTION

11.1. AMENDING THIS CONSTITUTION

The **Club** may amend or replace this **Constitution** at a **General Meeting** by a **Special Resolution** of those **Members** present and voting. **Members** shall be notified of any minor or technical amendments as section 31 of the Act requires.

When a **General Meeting** approves an amendment, the Registrar of Incorporated Societies shall be notified in the form and manner specified in the Act for registration and shall take effect from the registration date.

No addition to, deletion from or alteration of this **Constitution** may be made which would allow personal pecuniary profits to any individuals.

11.2. MATTERS NOT PROVIDED FOR

The **Committee** shall be the sole authority for the interpretation of these rules and of the by-laws and regulations made hereunder, and the decision of the **Committee** upon any questions of interpretation or upon any matters affecting the **Club** and not provided for by these rules or by the by-laws and regulations made hereunder shall be final and binding on the **Members**.