



WHANGAMATA CLUB INCORPORATED

CONSTITUTION

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1. NAME

The name of the club shall be the Whangamata Club Incorporated.

2. DEFINITIONS AND INTERPRETATION

Definitions: In this Constitution and the Standing Orders and By-laws, unless the context otherwise requires:

“Adjunct” means an adjunct or sub-section of the Club formed for sporting and special interest groups within the club.

“Affiliated Club” means a club which is a member of Clubs New Zealand Incorporated or some other club or association through whom the Whangamata Club has an arrangement for reciprocal visiting rights for members, irrespective of whether the other club has an alcohol licence or a permanent charter or not.

“Annual Subscription” is the amount payable annually by members in accordance with [Rule 8](#).

“Appeals Committee” means a committee of current financial members convened to hear appeals in relation to decisions of the Executive Committee on disciplinary matters (See [Rule 10](#)).

“Auditor” means the Club’s Auditor pursuant to [Rule 14](#).

“Authorised Customer” has the same meaning as defined in Section 60 of the Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof.

“Authorised Visitor” has the same meaning as defined in Section 60 of the Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof.

“By-laws” means the processes (rules) that are adopted at the time of formation of the Club or at a later date, that do not form part of the Constitution and may be added or changed or rescinded by a majority vote at an Executive Committee without reference to the Registrar of Incorporated Societies.

“Chairperson” means the person who is chairperson of a meeting pursuant to [Rule 20.a](#).

“Close Relation” means a current or former spouse or partner, parent, child, sibling, any person who regularly resides in the household or who within the prior 6 months regularly resided in the household.

“Club” means the Whangamata Club Incorporated.

“Committee” means the Club's governing body (Executive Committee) as set out in [Rule 12](#).

“Committee Meeting” means a meeting of the Committee.

"Committee Member" means one of the people comprising the Committee set out in [Rule 12.a](#) and elected pursuant to [Rule 12.d](#).

"Electoral Procedure" means a system for which the election of office bearers is utilised ranging from and not limited to, secret ballot, electronic voting system, postal ballot or any other properly conducted electoral process as approved by the Annual General Meeting or Special General Meeting.

"Employee Membership" means a person elected to Employee Membership of the Club in accordance with [Rule 6](#).

"Executive Management Committee" the President and two Vice Presidents form the Executive Management Committee.

"Financial Member" means an Ordinary, Junior Member, Life Member, Introductory Member, or Employee Member with no outstanding subscription or other payment to the Club overdue.

"Financial Statements" means the Club's balance sheet and statement of accounts made up to the last day of the Year.

"General Meeting" means an Annual General Meeting or Special General Meeting of the Club.

"In Committee" means that no minutes or record of debate is kept, but that any decision is recorded, and that the debate is confidential to those attending the meeting concerned and **"Into Committee"** has a corresponding meaning.

"Introductory Member" means a person elected to introductory membership of the Club pursuant to [Rule 6](#).

"Junior Member" means a person elected to Junior Membership of the Club pursuant to [Rule 6](#).

"Legal Purchasing Age" means the age at which a person may be sold or supplied with alcohol under current, relevant legislation for the Sale and Supply of Alcohol.

"Life Member" means a person elected to Life Membership of the Club pursuant to [Rules 6](#).

"Meeting" means a General Meeting or a Committee Meeting.

"Member" means any Ordinary, Junior, Introductory, Employee, or Life Member of the Club as set out in [Rule 6](#).

"Month" means calendar month.

"Officer" means a member of the Committee or a person occupying a position in the Club that allows the person to exercise significant influence over the management or administration of the Club.

"Ordinary Member" means a person elected to Ordinary Membership of the Club pursuant to [Rule 6](#), otherwise known as 'Full Financial Member'.

"Person" includes an individual, partnership, firm, company, body corporate, association, organisation or any other entity or organisation whether incorporated or not.

"Post" includes displaying information electronically and in prominent areas within the Club, including but not exclusively the Club Notice Board.

"President" means the Club's President elected pursuant to [Rule 12](#). In the absence of the President, a Vice President holds the power of the President.

"Returning Officer" shall be appointed by the Executive Committee for the purpose of undertaking the voting process for the positions to be elected to the Executive Committee.

"Rules" means individual regulations and/or by-laws that are set in place for guidance, in their various forms, for the efficient management and operation of the Club. Together all the rules form the Club's Constitution.

"Secret Ballot" means a method of voting where the count is not open to dispute and the identity of those voting for or against the motion can be kept secret.

"Working day" means a day of the week other than:

(a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, Labour Day, the Sovereign's birthday, Matariki, and Waitangi Day. If Waitangi Day or Anzac Day falls on a Saturday or a Sunday, then the following Monday;

(b) The day observed in the appropriate area as the anniversary of the province of which the area forms a part; and

(c) A day in the period commencing with 20 December in any year and ending with 10 January in the following year.

"Vice-President" means the Club's Vice-Presidents elected pursuant to [Rule 12](#).

"Year" means the Club's financial year of 1 April to 31 March.

3. REGISTERED OFFICE

The registered office of the Club shall be at 404 Port Road, Whangamata, 3620 or such other place as the Committee shall from time to time decide.

4. PURPOSE

The purposes for which the Club is established include:

- a) To conduct, administer and maintain a Club for its Members, the community and for such persons as are authorised from time to time, and
- b) To provide amenities and cultural activities, and
- c) To promote sports, and
- d) Generally, to provide an atmosphere where Members may meet and enjoy companionship and camaraderie with one another.

5. POWERS

The Club has the power to include the following in the pursuance of its purposes, subject to any limitation imposed by this Constitution:

- a) To fund its activities by subscriptions or payments from Members, fees, or other income.
- b) To borrow, raise or secure the payment of money in such manner as the Club shall think fit, with or without security. Any transaction to borrow, raise or secure money in excess of \$250,000 shall be approved at an Annual or Special General Meeting.
- c) To purchase, sell, lease, exchange, maintain, improve, hire, dispose of, manage, invest, lend, mortgage, charge, gift or otherwise deal with any real or personal property. Any transaction involving expenditure in excess of \$250,000 shall be approved at an Annual or Special General Meeting.
- d) To invest, lend or deal with any monies of the Club not required for immediate use in such investments as the Club may think fit.
- e) To employ and remunerate staff.
- f) To undertake legal action.
- g) To form and disband adjuncts.
- h) To enter into any contract, make any arrangements, or undertake any activity for the financial or other benefit of the Club.
- i) To make regulations and By-laws for the conduct of the Club and the discipline required of Members, which shall not be inconsistent with the provisions of the Incorporated Societies Act 2022, any other current and relevant legislation and follow the principles of Natural Justice.
- j) To conduct any other functions as outlined in this Constitution.
- k) To use any rights or privileges that the Club may deem necessary or convenient for carrying out its powers, or further its purpose under this constitution.

- l) To do anything incidental or conducive to the attainment of any of the objects of the Club.
- m) To enter into reciprocal rights agreements with other entities as it seems fit.
- n) To keep an up-to-date register of Members.
- o) Develop policies to cover all unforeseen and possible matters in order to operate its business.

6. MEMBERSHIP

On Acceptance as a Member (all classes), the Member acknowledges their acceptance of all Club policies, By- laws and Constitution.

Classes of Membership: The Members of the Club shall be divided into the following classes:

- a) Ordinary or also referred to as Full Financial;
- b) Junior;
- c) Life;
- d) Introductory;
- e) Employee.

Ordinary Membership: Individuals of at least the legal purchasing age may apply to become Ordinary Members of the Club in accordance with the following rules:

- a) Each applicant for Ordinary Membership shall complete the applicable application process.
- b) Each applicant shall deposit, at the time of application, a subscription of such sum as per Rule 8 of this Constitution.
- c) An application for Ordinary membership is deemed to be a declaration that the applicant consents to Membership, acknowledges that their information will be entered into the Register of Members and agrees to be bound by this Constitution, By-laws and policies.
- d) Subject to the foregoing Ordinary Members shall be entitled to;
 - I. Enjoy the facilities of the Club during times that the Club is open.
 - II. Enter any Club with whom reciprocal visiting arrangements are in place, provided it is in accordance with that Club's rules; and
 - III. Hold office in accordance with this constitution and have an equal voice in all business of the Club.

- e) The Committee reserve the right to revoke Ordinary Membership within 90 days of application if the Ordinary Member is found to have provided false information or is deemed to have breached the Club's Constitution or by-laws. In the event that Ordinary Membership is revoked;

- I. The Member shall be informed in writing of the decision; and

- II. The subscription fee will be refunded in full.

Junior Membership:

- a) Notwithstanding any other rules, the following rules set out provisions applying specifically to Junior Members. For the avoidance of doubt, where there is conflict or ambiguity between these rules and any other rule in this Constitution, then this rule relating to Junior Members shall prevail. Subject to the provision contained in these rules, all rules shall apply to Junior Members in the same way as they do to Ordinary Members.
- b) Individuals aged under the legal alcohol purchasing age may apply to become Junior Members of the Club in accordance with the procedure for Ordinary Membership set out in Rule 6.
- c) On reaching the legal alcohol purchasing age, Junior Members are eligible to apply for Ordinary Membership.
- d) Junior Members shall automatically lose their Junior Membership status:
 - i. One month after reaching the legal purchasing age; or
 - ii. Upon admission as an Ordinary Member, whichever is earlier.
- e) A Junior Member's rights are restricted by the following:
 - i. No voting rights at any General Meeting, or other meeting (e.g. Adjunct meetings).
 - ii. No right to hold office or be a Member of the Executive Committee or any other Committee.
 - iii. No right to participate in any alcohol promotions, accept alcohol as a prize in any Club activity, purchase alcohol or accept alcohol from any Member except their parent or legal guardian.
 - iv. No right to participate in promotions, marketing, Member draws, or cash sweeps.
- f) All Junior Members must join at least one Club Adjunct and pay an annual subscription to that Adjunct. They will abide by the Rules of that Adjunct and will be eligible to play in those Adjunct's Tournaments and any Club Tournaments.

- g) A Junior Member may not enter the Club unaccompanied by an adult Member except when participating in sanctioned Club tournaments or events.
- h) A Junior Member may have the right of admission to an Affiliated Club with which the Club has reciprocal rights provided that Club will allow Junior Members into their Club especially if a Junior Member is wishing to enter a Clubs New Zealand Sports Tournament.

Life Membership: Life Membership may be granted to any Member for exceptional and meritorious service rendered to or on behalf of the Club, in accordance with the following:

- a) The Committee may appoint a Member for Life Membership.
- b) A Financial Member may propose, and another Financial Member may second a Member for Life Membership in writing, and that nomination shall be forwarded to the Committee, no later than two calendar months before the Club's Annual General Meeting.
- c) The Committee shall decide whether the application is approved. If approved the decision will be announced at an Annual General Meeting.
- d) Life Members are eligible to vote, hold office and enjoy all the rights and privileges of Membership.
- e) Life Members shall not be charged an annual subscription but shall be deemed to be Financial Members.

Introductory Membership: Individuals of at least the legal alcohol purchasing age may apply to become Introductory Members of the Club accordance with the following rules;

- a) Each applicant for introductory membership shall complete the applicable application process.
- b) Each applicant shall deposit, at the time of application, a subscription of such sum as per Rule 8 of this Constitution.
- c) An application for Introductory Membership is deemed to be a declaration that the applicant consents to Membership, acknowledges that their information will be entered into the Register of Members and agrees to be bound by this Constitution, By-laws and policies.
- d) Introductory Membership shall be valid for a period of one month from the day of joining.
- e) Introductory Members shall automatically lose their Introductory Membership status:
 - I. At the conclusion of the one-month period from the date of joining; or
 - II. Upon admission as an Ordinary Member, whichever is earlier.
- f) Introductory Membership cannot be extended and is not renewable.

g) Introductory Member's rights are restricted to the following:

- I. No voting or speaking rights at any General Meeting.
- II. No right to hold office or be a member of the Executive Committee.
- III. Is not entitled to reciprocal visiting rights.
- IV. Are not entitled to participate in Member promotions.
- V. May be subject to other restrictions as determined from time to time by the Executive Committee.

h) Subject to the foregoing, Introductory Members may access and enjoy the facilities of the Club during times that the Club is open.

i) The Executive Committee reserves the right to revoke Introductory Membership at any time if the Introductory Member is found to have provided false information or is deemed to have breached the Club's Constitution.

Employee Membership: Individuals of at least the legal alcohol purchasing age who are Employees of the Club may apply to become Employee Members of the Club in accordance with the following rules:

a) Individuals who are employees of the Club may apply for Employee Membership of the Club in accordance with the procedure for Ordinary Membership set out in Rule 6.

b) In the event that an Employee Member is no longer employed by the Club they will be converted to an Ordinary Membership subject to approval by the Executive Committee.

c) An Employee Member's rights are restricted by the following:

- I. No voting or speaking rights at any General Meeting.
- II. No right to hold office, be a member of the Executive Committee, or partake in the election process of the Club.
- III. No right to nominate or second a person for nomination as a Member of the Executive Committee.

d) The Committee and Management reserves the right to introduce policies excluding Employee Members from participating in promotions and other activities within the Club including membership draws.

e) For the avoidance of doubt any matters relating to an Employee Member or Membership will be dealt with by the Manager in accordance with relevant Employment Law and the Employees Employment Agreement.

7. REGISTER OF MEMBERS

- a) The Club will maintain a Register of Members in accordance with the Incorporated Societies Act 2022.
- b) The Register of Members will at all times be administered in accordance with the Privacy Act 2020 and the Club's Privacy Policy.
- c) The Club will update the Register of Members as soon as practicable after becoming aware of changes to the information recorded on the Register of Members.
- d) Subject to certain grounds for refusal set out in the Privacy Act 2020, Members have the right to access the information held about them within the Register of Members and to request a correction at any time.

8. SUBSCRIPTIONS

- a) The Annual Subscription relating to each category of Membership shall be such sum as shall be determined by the Committee from time to time.
- b) The Annual Subscription shall be payable yearly in advance on or before 30 September in each year.
- c) Any Member whose Annual Subscription or other dues are not paid by the date referred to in [Rule 8.b.](#) shall:
 - I. Thereupon automatically cease to be a Financial Member and lose his or her associated rights and privileges;
 - II. If within one calendar month the Annual Subscription remains in arrears, the Member will be removed from the Register of Members and lose all entitlements.
 - III. Not be relieved from payment of the Annual Subscription or of any other payment due or payable to the Club;
 - IV. Not be refunded any Annual Subscription or other payment already paid except as provided in [Rule 6](#);
 - V. Reapply for Membership pursuant to the rules for the applicable category of Membership if he or she wishes to be reinstated as a Member.
- d) A Member incapacitated through illness, accident or distress may, on notice in writing given to the Secretary, have his or her Annual Subscription suspended or remitted.
- e) Failure to pay the Annual Subscription due will result in the Membership ceasing.

9 RESIGNATION

- a) Members wishing to resign their Membership must do so in writing to the Secretary of the Club via email, post or hand delivery.
- b) A resignation will not become effective until all Annual Subscriptions, levies or other payments owing at the date the resignation is received, are paid.
- c) No such resignation shall relieve any Member from payment of any Annual Subscription, levy, or other payment due or payable at the time of resignation.
- d) No Annual Subscriptions, levies or other payments already received by the Club as at the date of resignation shall be refunded to the resigning Member on resignation.
- e) On the death of a Member, Membership rights and privileges will cease and are not transferable.

10 DISPUTES AND APPEALS

- a) All Members of the Club will be covered by and may be subject to penalties, sanctions or orders imposed by the Executive Committee.
- b) If the conduct of any Member should be reported as objectionable, a Member, guest, visitor, staff member or any member of the public making the complaint shall do so in writing to the Manager, as soon as practical and no later than one calendar month after the incident, on the Complaint Form as prescribed by these By-Laws.
- c) The Complaint Form (Appendix 1) will include:
 - i. The name of the Complainant.
 - ii. Their Membership number or position held within the Club (if any).
 - iii. The name of the person complained about (Respondent).
 - iv. The date, time, and location of the incident.
 - v. The nature and details of the incident.
 - vi. The name of witnesses (if any).
 - vii. The remedy sought by the Complainant.
- d) The Executive Committee will deal with complaints referred to it.

- e) In the event of a complaint being made against a Member of the Executive Committee, or conflict exists with that Member, that Committee Member will stand aside from the Executive Committee when it is dealing with the complaint.
- f) Depending on the seriousness of the complaint and at the discretion of Management (including any staff delegated authority to do so in the absence of the Manager), the respondent may be immediately notified that they are temporarily suspended pending an investigation and/or until a hearing if any.
- g) Prior to any hearing, the Executive Committee will request that the Manager, or his/her representative, endeavour to obtain any witness statements as appropriate to the complaint, and any other relevant information. In all cases the witness statement(s) will be provided to the Respondent prior to the hearing and will be tabled at any mediation or hearing.
- h) Witnesses may or may not be called to, or requested to attend, any mediation or hearing in person as deemed appropriate.
- i) The Executive Committee may, where they deem appropriate, use Restorative Justice or Mediation in the first instance before taking the complaint to a Disciplinary Hearing. This will be at the discretion of the Executive Committee.
- j) The Respondent will be notified of the complaint against them in the Advice of Complaint Form (Appendix 2) as soon as practically possible taking into account potential sensitive issues and difficulties that may arise from the complaint.
 - l. Notification will be via email sent to the email address in the Club's Register of Members or, in the event the Respondent does not have an email address in the Club's Register of Members, to their mailing address in the Club's Register of Members.
- k) At the time of notification, the Respondent will be given a minimum of seven (7) working days' notice of the date and time of the mediation meeting or hearing. The Respondent may request a different date and/or time however any request to change is at the discretion of the Executive Committee.
 - l. In the event that the Respondent does not attend, the meeting or hearing will be heard in their absence.
- l) The Respondent shall be supplied with any statements relating to the complaint that are obtained after receipt of the complaint which have not previously been provided to the Respondent.
- m) Any video, photographic or audio evidence compiled by the Club will not be permitted to be copied or taken off the Club's premises by either party. The Respondent may request a viewing of such evidence (along with any support person or legal representative) at a time agreed upon with the Manager or his/her representative.

- i. The Respondent is entitled to be represented at the hearing by legal counsel, who holds a current practicing certificate, advocate or support person. Any legal counsel, advocate or support person attending will not be permitted to cross-examine any witnesses but can make submissions on their behalf. Any costs incurred by the Respondent are to be met by the Respondent.
 - ii. The Executive Committee may bring a Club legal representative to any meetings or hearing.
 - iii. The Disciplinary meeting or hearing may be audio recorded for accuracy which will be saved on the Club computer servers for a minimum of 12 months where possible but may be kept for a longer period. A copy may be provided to any party if requested.
- n) At any time during the hearing the Executive Committee may adjourn or halt proceedings to obtain any legal or other advice, information, witness statement/s or for any other reason it sees fit. The proceedings will be recommenced at a time set by the Executive Committee.
- o) At the conclusion of any meeting or hearing the Executive Committee may take up to seven (7) working days to deliberate and reach a decision unless there is a good reason to extend this time. Once a decision has been made the Executive Committee will notify both the Complainant and the Respondent of their decision in writing and the reasons for the decision within five (5) working days of making the decision. Notification will be sent as per [Rule 10](#).
 - I. The Respondent will have seven (7) working days to respond to the decision of the Executive Committee.
 - II. In the event of the Executive Committee finding a complaint proved they will convene at any time, but no more than seven (7) working days, after the period described in [Rule 10](#) to determine the imposition of any sanction or penalty if any, unless there is a good reason to extend this time. This does not preclude the Executive Committee imposing a sanction or penalty immediately after finding the complaint proved. The Respondent will be notified of the sanction or penalty, and the reasons for the sanction or penalty, within seven (7) working days of the decision, unless there is a good reason to extend this time.
- p) The Respondent will have seven (7) working days to notify the Club of any wish to appeal the decision. The notification must be in writing either in hard copy mailed to the Club or sent via email to the Manager at the email address displayed on the Club's website or other official publication of the Club.
 - I. The Respondent will have up to a further seven (7) working days to notify the grounds for their appeal on the Appeal Form (Appendix 3). Any costs incurred by the respondent are to be met by the Respondent.
 - II. If in the opinion of the Manager the sanction, penalty or order made by the Executive Committee is manifestly inadequate or inappropriate, the Manager may file an appeal within seven (7) working days of receiving the Executive Committee's

decision. A copy of the appeal must be served within a further seven (7) working days to the Respondent.

- q) The Appeals Committee will be drawn from a pool appointed by the Executive Committee. The pool will comprise a membership of between five (5) and ten (10) Members. The pool will be appointed for a term of up to three years. All proceedings and evidence or other material of the Appeals Committee will remain confidential.
- r) On receipt of an appeal notice an Appeals Committee will be convened. The President will appoint members to the Appeals Committee. The quorum shall be three. The Appeals Committee cannot include any of the Members of the Executive Committee.
- s) The Appeals Committee will be given any and all information, statements, recordings, video, transcripts and any other evidence as gathered during the investigation of the complaint and/or the disciplinary proceedings. They may at their discretion request further information, witness statements or advice they deem necessary.
- t) The Appeals Committee will set a meeting date as per [Rule 10](#) and will inform the Respondent as per [Rule 10](#) and the process will follow the same process as the Executive Committee. The Appeals Committee can ask questions of any party. The Committee can adjourn its meeting to enable further information to be obtained.
- u) The Appeals Committee can confirm, amend or overturn the decision of the Executive Committee.
- v) The Appeals Committee decision will be final, and no further appeal will be permitted.
- w) At all times during the process the privacy of all parties must be respected by all parties. Personal details of the Appeals Committee Members will not be provided.
- x) All hearings will be private. No members of the public or Members shall be entitled to attend. Representatives of the media are not entitled to attend.
- y) The Executive Committee may or may not disseminate to the Club Members any penalty, sanction or order given in any manner as it sees fit.
- z) These rules apply to all Club Members within the Club and its' grounds, and Club Members when they are representing the Club in any official capacity outside the Club Premises.
- aa) In the matter of complaints involving members of any Club Adjunct, the Club has the power to delegate disciplinary matters that are minor in nature to the Adjunct.

11 IMMEDIATE SUSPENSION

- a) Management has the right to temporarily suspend a Member where it is the view of Management that a Member's behaviour has been serious enough to justify that Member being temporarily suspended.

- b) After consultation with the President, the Manager may serve a trespass notice to any Member who breaches current relevant legislation in relation to the Sale & Supply of Alcohol and Class 4 Gambling. Such trespass notice must be conveyed to all Committee Members at earliest notice.

12 COMMITTEE

- a) The Committee Members of the club shall be:

- I. A President.
- II. Two Vice-Presidents.
- III. Six other Committee Members.
- IV. Treasurer. The Treasurer can be one of the six (6) Committee Members but cannot be the President or a Vice President.

- b) Eligibility: Each Committee Member described in Rule 12 must:

- I. Meet the eligibility criteria set out within the Incorporated Societies Act 2022.
- II. Be a Financial Member of the Club.
- III. Not be an Employee of the Club or a Contractor holding a position of an Employee.
- IV. Committee members can be third-party contractors to the Club, but they cannot engage in any actions considered a conflict of interest by the Committee and may be excluded from relevant discussions. Payments made to an Committee contractor must be disclosed at each meeting and included in the Annual General Meeting financial records following third-party declaration rules.
- V. Have been a Financial Member for at least one year immediately before nomination.
- VI. For the position of President and Vice-Presidents; have served at least 12 months on the Committee within the last 2 years and been a Financial Member of the Club for 2 years.
- VII. Have completed the Appropriate Nomination form.

- c) Term of Office:

- I. President
The President shall hold office for a term of two (2) years and shall be available for selection.
- II. Vice Presidents

Each Vice President will hold office for a term of two (2) years and shall be available for selection. One Vice President shall be elected on alternate years.

III. Committee Members

1. Three Committee Member positions will be elected each year for a term of office of two (2) years. The other three positions will be elected the following year to maintain continuity. If a Committee Member is replaced during the term, the replacement Committee Member will serve the remainder of the term of the Committee Member they replaced.

2. Committee Members are eligible for re-election.

d) Election: The Committee shall be elected in the following manner:

i. Nominations for Committee Members must be:

1. In writing on the Appropriate Nomination form.

2. Proposed, by a Financial Member, and Seconded by another Financial Member who have been Full Financial Members for at least one year.

3. Deposited with the Secretary at least twenty-one (21) days before the date set down for voting to commence as passed by the Committee.

ii. The Secretary will at least fourteen (14) days prior to the date for voting to commence, display (within the Club's premises and on electronic media formats) a list setting out the name of each nominee and the position in respect of which each nomination is made.

iii. If there are not sufficient nominations pursuant to [Rule 12](#), to fill a vacant Committee role, the Committee may elect to co-opt an eligible person to fill the vacant role(s) or leave the position vacant providing a quorum required by [Rule 21](#) is maintained.

iv. A ballot box will be available in the Club's premises for Members unable to cast an electronic vote.

v. Voting closes at 5.00pm the day before the Annual General Meeting.

vi. The Executive Committee will appoint the Returning Officer and Scrutineers.

vii. In the event of a tie for any Committee Member position, a coin shall be tossed at the Annual General Meeting to enable a result to be announced.

viii. One person may only hold one office being either the President, Vice President or Committee Member.

ix. If a recount of votes is required, the following process will be adopted:

1. The recount will be conducted by the Returning Officer and appointed scrutineers who were not involved with the original count.
2. Candidates that have requested a recount may have a representative present at the recount but cannot participate in the actual counting of votes.

e) Resignation:

- i. A Committee Member may resign by signing a written Notice of Resignation and giving it to the Committee. The notice of resignation is effective when it is received by the Committee or at a later time specified in the notice.
- ii. Committee Members are deemed to have resigned if they are absent from (3) consecutive meetings of the Committee without leave of the Committee.

f) Removal from Office

- I. A member of the Committee may be removed from office for any reason which the Committee deems appropriate in accordance with the following:
 1. The Committee shall convene an Extraordinary Meeting of the Executive Committee to consider the removal.
 2. The Committee must give seven (7) working days' notice in writing to the Committee Member in question, informing him or her of his or her right to appear and be heard at that Meeting.
 3. After the Committee Member in question has had the opportunity to be heard, the Meeting may elect to remove him or her from office by 75% majority vote of the full membership of the Committee excluding the Committee Member being considered for removal from the Committee.
 4. If the Meeting elects to remove the Committee Member, such removal shall be effective immediately.
- II. On receipt of a notice of motion of no confidence in one or more Committee Member(s) signed by ten percent (10%) of the total membership or two hundred and fifty (250) Financial Members (whichever is greater), the Committee shall convene a Special General Meeting and proceed in accordance with [Rule 19](#).
 1. In the event that a Notice of Motion of No Confidence is raised against a majority of the Committee Members or the entire Committee, the Motion will be discussed at the Special General Meeting referred to in [Rule 19](#). If the Motion is carried, the meeting will appoint three (3) members of the Club to assume the governance role until new elections can be conducted at a date set by the General meeting.

- III. A Committee Member, who has been convicted of any offence which in the opinion of a majority of the Committee brings the Club into disrepute shall automatically and immediately be removed from office.
 - IV. A Committee Member, who becomes disqualified from holding office in accordance with Section 47(3) of the Incorporated Societies Act 2022 shall automatically and immediately be removed from office.
 - V. The Committee may elect to remove a Committee Member who becomes physically or mentally incapacitated to the extent that he or she cannot carry out his or her duties as a Committee Member.
 - VI. No Committee Member who has been removed from office shall be eligible for re-election without the consent of a General Meeting.
- g) Vacancy: Any vacancy in any Committee position that is not filled at an election, or which occurs between elections may be co-opted by the Committee, or not filled as the Committee see fit, providing a quorum remains.
- h) Powers: The Committee shall, subject to any limitations imposed by this Constitution, have the power to:
- I. Exercise all the powers and authorities of the Club.
 - II. Do such other acts and things as it deems necessary or expedient for carrying on the business of the Club.
 - III. Form standing or ad hoc committees for the purpose of exercising its duties, authorities, or powers.
 - IV. Delegate its duties, powers, and authorities to the Manager or to a Committee formed under [Rule 12](#).
 - V. Co-opt any person to assist with its functions; and
 - VI. From time to time, as they see fit make By-Laws that are consistent with this Constitution for operational purposes. A register of these By-Laws must be kept and Members must have access to the register on request.
 - VII. Consider and develop policies pertaining to the operation of the Club or as required by law.
- i) Duties: Committee Members shall at all times:
- I. Render every assistance to the President, Vice-Presidents and staff of the Club to maintain order and to prevent infringement of the Rules, Regulations or By-Laws or the terms of any charter or licence which may from time to time be granted to the Club.

- II. Use powers for the proper purpose, to comply with the Act and the Club's Constitution.
 - III. Act in good faith and the best interests of the Club.
 - IV. Exercise a degree of care and diligence of a reasonable person with such responsibilities.
 - V. Not allow the Club's activities to be carried on in a reckless manner or in a way likely to create a substantial risk of serious loss to the Club's creditors.
 - VI. Not to allow the Club to incur obligations that the Officer does not reasonably believe will be fulfilled.
 - VII. Abide by the Club's Committee Code of Practice and Conduct.
 - VIII. Perform any other duties which the Committee of the Club may from time to time determine.
- h) Interests Register: The Committee must keep and maintain a Register of Disclosures (Interests Register) made by its Officers under Section 73 of the Incorporated Societies Act 2022.
- I. The Interests Register must be made available for inspection by the Officers of the Club at any reasonable time.
 - II. An Officer with a direct or indirect financial interest in a matter must disclose, as soon as practicable details of the nature and extent of the interest.
 - III. A Committee Member who is interested in a matter:
 - 1. Must not vote or take part in the discussion and decision of the Committee relating to the matter; and
 - 2. Must not sign any document relating to the entry into a transaction or the initiation of the matter; but
 - 3. May take part in any discussion of the Committee relating to the matter and be present at the time of the decision.

13 PRESIDENT AND VICE PRESIDENTS

- a) The President and Vice-Presidents shall be ex officio members of all Sub-Committees, and Adjuncts.

- b) The President shall preside over all meetings of the Executive Committee and over all Annual and Special General meetings of the Members. In the absence of the President one of the Vice-Presidents shall preside.
- c) At all meetings the President shall be entitled to a casting vote to be used in whatever manner they choose.
- d) The President shall be the contact person with whom the Registrar can contact when needed.
- e) The President shall be the Club's key point of contact with the Manager.
- f) In the event of a vacancy of the office of President, one of the Vice-Presidents shall be appointed by the Executive Committee to assume that role for the remainder of the term. In the event of a vacancy in the role of Vice-President, the Committee shall elect a Committee Member to that role for the remainder of the term.

14 AUDITOR

- a) The Club's accounts shall be audited annually by a chartered accountant appointed by the members at the Annual General Meeting, who shall:
 - I. Be a member of the Institute of Chartered Accountants of New Zealand; and
 - II. Not be a Committee Member or hold any other office in the Club.
- a) The auditor shall have the right to attend any meeting of the Club at which the Club's financial affairs are under discussion but shall not be entitled to exercise a vote on any question.
- b) The auditor shall be paid such fees as are applicable.
- c) The auditor shall have the power to call for the production of all books, papers and documents (including electronic documents) relating to the affairs of the Club. The financial statements shall be audited by him or her and, if correct, certified under his or her hand before they are submitted to the Annual General Meeting.

15 TREASURER

- a) The Treasurer shall:
 - I. Ensure that all monies received by the Club are paid into the Bank for the credit of the Club.
 - II. Ensure a detailed report is prepared for the previous month's receipts and payments for each monthly Committee Meeting and present it to that meeting.
 - III. Ensure that all taxes, levies, duties, and other payments required by statute are made before the due date.

- IV. Ensure that all taxation and other financial returns required by statute are accurately completed and lodged by the due date.
 - V. Prepare the Club's Financial Statements and present them to the Annual General Meeting each year.
- b) The Treasurer shall immediately bring to the attention of the Committee, any financial irregularity or suspicion of financial irregularity, or any concern regarding the financial performance of the Club.

16 SECRETARY (MAY BE INCORPORATED WITH MANAGER)

- a) The Club shall appoint a Secretary whose duties shall be to:
- I. Attend to the accounting and clerical duties of the Club.
 - II. Take minutes of Committee and General Meetings.
 - III. Generally, conform to such regulations as shall from time to time be made by the Committee.
- b) The Secretary's remuneration shall be determined by the Committee.
- c) Nothing in this Rule shall preclude the engaging of outside professional services in the performance of any of the above duties or from combining the office of Secretary with that of Manager (Secretary/Manager).

17 MANAGER

- a) It shall be the duty of the Manager to carry out all such duties as are required to manage the operational affairs of the Club. The Manager shall be accountable to the Executive Committee being that body's only direct employee. All other employees shall be under the direct control of the Manager.
- b) The role and responsibilities of the Manager shall be detailed in:
- I. A Position Description, which shall be kept up to date by the Committee; and
 - II. An Employment Agreement.
- c) The Manager shall attend and take part in all Committee and General Meetings except on occasions where the Executive Committee decides otherwise. The Manager shall not be entitled to exercise a vote on any question.
- d) The Manager shall be the Club's representative in respect to both legislative provisions and legal requirements and shall act as the Secretary of the Club.
- e) The Manager shall have at least an annual performance and development review with the Executive Management Committee. The Executive Management Committee will report to the Committee on the outcome of the annual performance and development review.

18 ANNUAL GENERAL MEETING

- a) The Annual General Meeting of the Club shall be held no later than six months after the balance date in accordance with Section 84 of the Incorporated Societies Act 2022.
- b) The Annual General Meeting of the Club must be held by a quorum of Members.
Participation in the meeting may be in person or via participation by means of audio link, audio-visual link, or other electronic communication as determined by the Committee for the purpose of receiving:
 - I. An annual report on the operations and affairs of the Club during the most recently completed accounting period.
 - II. And adopting the Financial Statements of the Club.
 - III. Providing notice of the disclosures of interests, including a brief summary of the matters, or types of matters, to which those disclosures relate.
 - IV. Considering, and if necessary, taking action on, any motion relating to the annual report or Financial Statements.
 - V. Considering, and if necessary, taking action on, any other motion of which due notice pursuant to [Rule 27](#) has been given.
 - VI. Notification of the appointment of Auditor; and
 - VII. Written general business.
- c) At least fourteen (14) days before the Annual General Meeting, the following shall be posted on the Club's notice board and electronic media:
 - I. Notice of the Annual General Meeting.
 - II. The Annual Report.
 - III. The Financial Statements.
 - IV. Notice of Disclosures; and
 - V. Notice of any other business to be transacted at the Meeting.

19 SPECIAL GENERAL MEETING

- a) The Committee shall convene a Special General Meeting if at any time:
 - I. The Committee considers such a meeting necessary or desirable; or

- II. The Secretary receives a written requisition to do so signed by not less than ten percent (10%) of the total membership or two hundred and fifty (250) Financial Members, stating the purpose of the Meeting requisitioned, in which case the meeting must be convened for that purpose only.
- b) Seven (7) working days' notice specifying the time and place of a Special General Meeting, its purpose and an agenda shall be given by notice on the Club's notice board and electronic media.

20 CONDUCT OF GENERAL MEETINGS

- a) At all General Meetings, the chairperson shall be.
 - I. The President; or
 - II. In his or her absence, one of the Vice-Presidents; or
 - III. In the absence of both the President and the Vice-Presidents, a Committee Member elected by the Meeting; or
 - IV. If the Committee deem it necessary to acquire the services of an independent Chair due to the nature of the business to be discussed at a Special General Meeting.
- b) The quorum for a General Meeting shall be 50 members.
- c) Minutes of all General Meetings are required to be kept.
- d) A General Meeting shall be adjourned if:
 - I. A quorum is not present within half an hour after the time fixed for the General Meeting; or
 - II. A quorum is present and the General Meeting elects to adjourn.
- e) If a General Meeting is adjourned, the Committee shall:
 - I. Fix a new date not more than fourteen (14) days later; and
 - II. Give at least three (3) days' notice of the adjourned General Meeting by notice on the Club's notice board and social media platforms.
- f) If a quorum is not present at an adjourned General Meeting, the General Meeting shall lapse. If a quorum is not present for a General Meeting, the agenda as displayed on the Notice Board shall automatically revert to the Committee to adjudicate on.
- g) Resolutions:

- I. A Member may without notice ask any question or move any resolution relative to the Annual Report or Balance Sheet.
 - II. Any Member intending to move a resolution bearing on any other matter must give notice of the proposed motion, seconded by another Member, to the Secretary at least twenty-one (21) days before the General Meeting and such notice of motion shall be forwarded to each Member with the notice of the General Meeting.
- h) Procedure: The following rules of debate shall apply:
- I. Each Member may speak only once to each motion or amendment, except the Mover, who may reply.
 - II. The Mover of any resolution or substantial amendment to a resolution shall be allowed five (5) minutes in which to introduce his proposition and five (5) minutes for reply, any other speaker will be allowed three (3) minutes.
 - III. The Chairperson shall decide whether any amendment proposed to a resolution is a substantial amendment or not.
- i) Except as otherwise provided by these Rules, all questions shall be decided by simple majority vote.
- j) Voting: At any General Meeting:
- I. Each Ordinary and Life Member shall be entitled to be present and to give one vote on all questions.
 - II. Voting shall be on show of hands in the first instance.
 - III. A declaration by the Chairman as to the result shall be conclusive unless a motion that the vote shall be taken by secret ballot is passed by a majority of Members present; and
 - IV. In the event of equal votes being cast, the Chairperson shall have a casting vote to use in whatever manner they determine.

21 COMMITTEE MEETINGS

- a) The Committee shall meet regularly at a time and place to be determined by the Committee, or on a requisition in writing to the Secretary, setting out the purpose for which the Meeting is required. A date for a Committee Meeting must be set within four (4) days of the Secretary receiving a requisition under this clause. Committee Members may attend any meetings via video conferencing and count towards the quorum.
- b) The agenda and associated reports will be provided to the Committee Members two clear working days before the Committee Meeting.

- c) At all Committee Meetings, the Chairperson shall be:
 - I. The President; or
 - II. In his or her absence, one of the Vice-Presidents; or
 - III. In the absence of both the President and the Vice-Presidents, a Committee Member elected by the Meeting.
- d) The quorum for a Committee Meeting shall be five (5) of its members. Committee Members participating using audio or audio visual means will count towards the quorum.
- e) Minutes of all Committee Meetings are required to be kept. The confirmed minutes excluding the “in committee” items will be made available to the general membership.
- f) Any Committee Meeting shall be adjourned if:
 - I. A quorum is not present within fifteen (15) minutes after the time fixed for the Committee Meeting; or
 - II. A quorum is present and the Committee Meeting elects to adjourn.
- g) If a Committee Meeting is adjourned, the Committee shall:
 - I. Fix a new date not more than fourteen (14) days later or adjourn to the next meeting; and
 - II. Give at least three (3) days' notice of the adjourned Committee Meeting to each Committee Member.
- h) If a quorum is not present at an adjourned Committee Meeting, the Committee Meeting shall lapse.
- i) Except as otherwise provided by this Constitution, all questions raised at a Committee Meeting shall be decided by a simple majority of votes cast.
- j) In the event of equal votes being cast, the Chairman shall have a casting vote to use in whatever manner they determine.

22 ACCOUNTS

- a) Financial Transactions: All transactions shall be completed in accordance with the Club's Financial Transaction Policy as approved by the Committee.
- b) The Club shall make returns required by the relevant New Zealand legislation and comply with all the relevant requirements of those Acts.

23 ACCESS TO INFORMATION

- a) Members have the right to request information held by the Club, including but not limited to copies of financial reports and minutes of confirmed General and/or Committee Meetings.
- b) Requests to access information must be made in writing and must specify the information sought in sufficient detail to enable it to be identified.
- c) The Club will, within a reasonable time after receiving a request, and in accordance with the Principles of the Privacy Act 2020;
 - I. Provide the information; or
 - II. Agree to provide the information within a specified period; or
 - III. Refuse to provide the information, specifying the reasons for the refusal.
- d) 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 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. The request for the information is frivolous or vexatious.

24 ADJUNCTS

- a) An Adjunct may be formed within the Club for sporting or special interest groups, subject to approval from the Committee, such Adjuncts are bound by this Constitution, Rules and By-Laws of the Club at all times.
- b) All Adjuncts must have a set of rules that is consistent with this Constitution and must be approved by its Adjunct Members and the Executive Committee. If an Adjunct's rules are inconsistent with the Club's Constitution, then the Club Constitution will prevail.
- c) The Executive Committee shall have the power to suspend or dissolve any Adjunct it believes is acting inappropriately or to the detriment of the Club.

- d) Any assets of the Adjunct are the assets of the Club. All monies received for Adjuncts shall be paid into the Adjunct's bank account in accordance with the Club's Financial Transaction Policy.
- e) All accounting, taxation, financial reporting and legal compliance responsibilities of the Adjunct shall rest with the Club.
- f) Adjuncts shall use the Club's accounting services in accordance with the Club's Financial Transaction Policy.
- g) The Committee of the Adjunct shall not do, or omit to do, anything that is likely to prejudice or not be in the best interests of the Club. Any contentious correspondence must come through the office prior to delivery.
- h) Members of an Adjunct involved in any activity of or related to the Adjunct shall indemnify the Club and its representatives from any problem, direct or indirect loss or damage, claim or proceedings (including in negligence) caused or contributed to by that activity.
- i) Office holders of Adjuncts are not Club Officers by virtue of holding such office.

25 PROPERTY

- a) Membership of the Club does not give any Member any transmissible or assignable interest by operation of law or otherwise, in any of the property or funds of the Club.
- b) If a person ceases to be a member for any reason, any interest he or she may nevertheless possess in any of the effects, property or funds of the Club will vest in the Club.
- c) Any information which the Club provides for Members remains the property of the Club. Members must not pass any such information on to any non-member without the written consent of the Club.

26 VISITORS – AUTHORISED CUSTOMERS, AUTHORISED VISITORS AND GUESTS

- a) Authorised Customers
 - I. Any member of the Whangamata Club can invite and accompany a guest/visitor(s) (Authorised Customer) to the Club.
 - II. Any member introducing a guest/visitor(s) is responsible for the good conduct of that guest/visitor whilst on the Club premises.
 - III. Any guest/visitor who wishes to be sold or supplied alcohol must first complete the appropriate *authorised customer* requirements.
 - IV. Any Guest/visitor(s) may only be sold or supplied alcohol for consumption on the premises while accompanied by a Member of the Club.

- b) Any Guest/visitor(s) will lose all rights or privileges to purchase or consume alcohol if they remain in the Club if/when the sponsoring Member vacates the Club premises.
- c) Authorised Visitors
 - I. Any Affiliated Member (Authorised Visitor) wishing to be sold or supplied alcohol for consumption on the premises must be able to produce valid proof of membership to an Affiliated Club/Association to Club staff at the point of service.
 - II. Any Affiliated Member introducing a guest/visitor(s) is responsible for the good conduct of that guest/visitor whilst on Club premises. The guest/visitor will lose all rights or privileges to purchase or consume alcohol if they remain in the Club if/when the sponsoring Authorised Visitor vacates the Club premises.
- d) Any guest/visitor of a Member of either the Club or affiliated Clubs, that wishes to be sold or supplied alcohol must first complete the appropriate authorised customer and/or authorised visitor requirements required by the Club.
- e) Authorised Customers, Authorised Visitors and their guests are bound by the rules of this Club whilst they are on the Club premises.
- f) The Duty Manager shall have the power to refuse privileges for any intending guest/visitor or revoke privileges without any reason being supplied, this includes the right of the Duty Manager to refuse entry to the Club premises or removal of a guest/visitor from the Club premises.
- g) Definitions - for the purposes of this [Rule 26](#):
 - I. **“club”** has the same meaning as defined for the time being in section 5 of the Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof.
 - II. **“member”, “authorised customer” and “authorised visitor”** have the same meanings given to them for the time being in section 60 Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof.
 - III. **“affiliated member”** means the same as **“authorised visitor”** and includes:
 - 1. A member of any other club which is a member of Clubs New Zealand Incorporated through whom the Club has arrangements for reciprocal visiting rights for members, irrespective of whether the other club has an alcohol licence or a permanent charter or not; and
 - 2. A member of any other club with which the club has an arrangement for reciprocal visiting rights for members, irrespective of whether the other club has an alcohol licence or a permanent charter or not.
- a) In this [Rule 26](#), words in the singular (such as guest/visitor) include the plural.

27 ALTERATIONS OF CONSTITUTION RULES

- a) This Constitution may be revised or amended by a resolution passed by a simple majority of the Financial Members present at a General Meeting.
- b) All Financial Members and Officers shall have the right to submit a resolution for inclusion at the General Meeting.
 - I. Notice specifying the intention to propose such a resolution must be given in writing to the Secretary at least twenty-one (21) days before a General Meeting, and
 - II. Such notice shall be provided to Financial Members in accordance with [Rule 18](#).
- c) Minor and Technical Amendments: The Committee may elect to amend the Constitution if the amendment has no more than a minor effect or corrects errors or makes similar technical alterations. Amendments under this section must be made in accordance with Section 31 of the Incorporated Societies Act 2022.
- d) Resolution in lieu of meeting: A written resolution may be passed via this method in accordance with Sections 89 to 92 of the Incorporated Societies Act 2022.
- e) Any amendments to the Constitution made under this section take effect from the date of registration with the Registrar of Incorporated Societies.

28 BY-LAWS AND STANDING ORDERS

- a) The Committee from time to time may make, alter, and rescind By-Law's incidental to the operations of the Club, so long as they are in conformity with these rules. A register of By-Laws must be kept and displayed.
- b) The Committee may approve standing orders (rules) for meetings of the Executive Committee.

29 WINDING UP AND/OR LIQUIDATION

- a) The Club may be wound up, or liquidated, or removed from the Register of Incorporated Societies in accordance with the provisions of the Act.
- b) The Secretary shall give notice to all Members of the proposed motion to wind up the Club or remove it from the Register of Incorporated Societies and of the Special General Meeting at which any such proposal is to be considered, of the reasons for the proposal, and of any recommendations from the Committee in respect to such notice of motion.
- c) Any resolution to wind up the Club or remove it from the Register of Incorporated Societies must be passed by seventy five percent (75%) of all members present and voting.
- d) The Club may be put into liquidation:

- i. At a Special General Meeting called by the Committee for that purpose; or
 - ii. As provided for in the Incorporated Societies Act 2022.
- e) If the Club is wound up, or liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any Member.
- f) On the winding up or 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 not-for-profit organisation or institution to be determined by the Special General Meeting.

BY-LAWS

By-laws are rules and regulations that are agreed upon by the Committee and do not form part of the constitution.