

**CONSTITUTION
OF
WANAKA SNOWSPORTS CLUB INCORPORATED**

We certify that this document is the Wanaka Snowsports Club Incorporated's Constitution

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Dated:

Wanaka Snowsports Club Incorporated Constitution

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Wanaka Snowsports Club Incorporated Constitution

1. Definitions and interpretation

1.1 **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, including any amendments, and any regulations made under that Act.

AGM or **Annual General Meeting** means a meeting of the Members held once a year convened under this Constitution.

Bylaws means any bylaws, policies, regulations and codes of the Club made under clause 15.

Casual Vacancy is a vacancy which arises when a Committee Member does not serve their full term of office.

Committee means the Club's governing body.

Committee Member means a member of the Committee.

Constitution means this Constitution, including any amendments and any schedules to this Constitution.

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

General Manager means the person in the highest-ranking management position in the Club.

General Meeting means an AGM or SGM of the Club.

Interested has the meaning given in section 62 of the Act.

Matter has the meaning given in section 62(4) of the Act.

Member means each person who for the time being is a member of the Club and includes all classes of members described in clause 4.3.

Officer means a Committee Member and any natural person occupying a position in the Club that allows the person to exercise significant influence over the management or administration of the Club.

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

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

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

Working Day has the meaning given to that term under the Legislation Act 2019 and excludes the day observed as the anniversary in Otago.

- 1.2 **Interpretation:** Unless the context otherwise requires:
- (a) Words referring to the singular include the plural and vice versa.
 - (b) Clause headings are for reference only.
 - (c) Expressions referring to writing include references to words visibly represented, copied, or reproduced, including by email.
 - (d) 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.
 - (e) 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 of, or replacement of, that legislation.
 - (f) All periods of time or notice exclude the days on which they are given.
- 1.3 **Notices:** Subject to any other notice requirements in this Constitution, any notice or other communication given under this Constitution must be in writing and will be given to:
- (a) a Member if delivered by hand to the Member or sent to the address set out in their Contact Details;
 - (b) the Club if sent to info@wanakasnowsports.co.nz or by post to the Club's registered office set out on the Register of Incorporated Societies.
- 1.4 **Receipt of notices:** A notice is deemed to have been received:
- (a) if delivered by hand, at the time of delivery;
 - (b) if given by post, when left at the address of that party or five Working Days after being put in the post; or
 - (c) if given by email, upon production of a physical copy of the email detailing the time and the date the email was sent (provided that the sender does not receive any "out of office" auto-reply or other indication of non-receipt),
- provided that any notice or communication received or deemed received after 5pm on a Working Day, or on a day which is not a Working Day, will be deemed not to have been received until the next Working Day.

2. **Club details**

- 2.1 **Name:** The name of the society is Wanaka Snowsports Club Incorporated (**Club**).
- 2.2 **Registered office:** The registered office of the Club is at the place the Committee decides.
- 2.3 **Contact person:** At its first Committee meeting following an AGM, 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.

3. Purpose and powers

3.1 Purpose: The purposes of the Club are to:

- (a) organise, promote, develop and co-ordinate ski and other snowsport competitions and events;
- (b) promote, develop, foster and administer competitive and recreational ski and snowsports for the well-being, benefit and recreation of the general public in New Zealand/Aotearoa;
- (c) provide information and support for Members, promote opportunities and facilities to enable, assist and enhance the participation, enjoyment and performance of all aspects of ski and snowsports;
- (d) promote good fellowship amongst Members, protect the integrity of ski and snowsports and the Club by developing and enforcing standards of conduct, ethical behaviour and implementing good governance;
- (e) support the development of Members, including the relevant training, education and development of the Members, including officials and volunteers;
- (f) to preserve, protect and respect all real and personal property, whether owned by the Club or others, and the flora and fauna in the countryside used by the Club;
- (g) to further the interests of skiers and snowsport participants in general; and
- (h) be a member of Snowsports New Zealand Incorporated.

3.2 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. In particular the Club may (without limitation):

- (a) receive money on deposit or loan;
- (b) have headquarters, rooms and other facilities;
- (c) purchase, take on lease or otherwise acquire any real and personal property, and any rights and privileges for the purposes of the Club;
- (d) erect, maintain, improve or alter any building, premises or works;
- (e) sell, lease, exchange, mortgage or otherwise deal with the real and personal property of the Club;
- (f) print and publish materials in all forms of media for the promotion of the Club's objects;
- (g) employ staff and contractors for such purposes as the Committee thinks fit;
- (h) subject to the approval of Members at a General Meeting:
 - (i) borrow money;
 - (ii) mortgage and charge its undertaking and property and issue security for any debt or other liability of or of the Club; and

- (iii) give guarantees or indemnities for the payment of money or the performance of obligations.

3.3 **Payments to Members:** The Club must not operate for the purpose of, or with the effect of:

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

3.4 The Club will not operate for the financial gain of Members simply if the Club:

- (a) engages in trade;
- (b) pays a Member for matters that are incidental to the purposes of the Club, and the Member is a not-for-profit entity;
- (c) distributes funds to a Member to further the purposes of the Club, and the Member:
 - (i) is a not-for-profit entity,
 - (ii) is affiliated or closely related to the Club, and
 - (iii) has the same, or substantially the same, purposes as those of the Club,
- (d) reimburses a Member for reasonable expenses legitimately incurred on behalf of the Club or while pursuing the Club's purposes;
- (e) provides benefits to members of the public or of a class of the public and those persons include Members or their families;
- (f) provides benefits to Members or their families to alleviate hardship;
- (g) provides educational scholarships or grants to Members or their families;
- (h) pays a Member a salary or wages or other payments for services to the Club on arm's length terms (terms reasonable in the circumstances if the parties were connected or related only by the transaction in question, each acting independently, and each acting in its own best interests; or are terms less favourable to the Member than those terms and the payment for services, or other transaction, does not include any share of a gain, profit, or surplus, percentage of revenue, or other reward in connection with any gain, profit, surplus, or revenue of the Club);
- (i) provides a Member with incidental benefits (for example, trophies, prizes, or discounts on products or services) in accordance with the purposes of the Club;
- (j) on removal of the Club from the Register of Incorporated Societies having its surplus assets distributed under subpart 5 of Part 5 of the Act to a Member that is a not-for-profit entity.

4. **Members**

- 4.1 **Application:** An application to become a Member (**Application**) must be in the form required by the Committee. All Applications are decided by the Committee which may accept or decline an Application in its absolute discretion. A person becomes a Member when their Application has been accepted and they have paid the required membership fees and satisfied any other preconditions.
- 4.2 **Member consent:** A person or entity consents to become a Member by submitting an Application to the Club, unless otherwise specified in this Constitution.
- 4.3 **Members:** The Members of the Club are:
- (a) **Ordinary Member:** being any individual age 18 and over (any individual under the age of 18 as at May 1st annually must join with their family);
 - (b) **Family Member:** a family comprising of up to two adults and any number of children under the age of 18;
 - (c) **Life Members:** Life Membership may be granted in recognition and appreciation of outstanding service by an individual to the Club. Any Member may nominate an individual to become a Life Member by giving notice to the Committee setting out the grounds for the nomination. The Committee must then determine whether the nomination should be forwarded to a General Meeting for determination by the Members. A person may only be elected as a Life Member by an Ordinary Resolution at a General Meeting. A person consents to becoming a Life Member on acceptance of their life membership. Life Members have such rights and benefits as determined by the Committee.
- 4.4 **Member rights and obligations:** Members acknowledge and agree that:
- (a) they are bound by, and will comply with, this Constitution and the Bylaws, and to the extent they apply, the rules, procedures or policies of Snow Sports New Zealand Incorporated;
 - (b) they are entitled to all rights and entitlements granted by this Constitution or as determined by the Committee;
 - (c) to receive, or continue to receive or exercise member rights, they must meet all the member requirements set out in this Constitution and the Bylaws or as otherwise set by the Committee, including payment of any membership or other fees within the required time period;
 - (d) if they fail to comply with sub-clause (c) the Committee may terminate their membership, but the Member continues to be bound by this Constitution;
 - (e) they do not have any rights of ownership of, or the automatic right to use, the Club's property; and
 - (f) they will promote the interests and purposes of the Club and must not do anything to bring the Club into disrepute.
- 4.5 **Suspension of Member:** If a Member is, or may be, in breach under clause 4.4, and the Committee believes it is in the best interests of the Club to do so, the Committee may

suspend the Member until final determination of the matter under the dispute resolution process applicable to the matter. Before imposing any suspension, the Member must be given notice of the suspension.

- 4.6 **Suspension of Member rights:** Unless otherwise determined by the Committee, while a Member is suspended the Member is not entitled to attend, speak or vote at a General Meeting or to any other rights or entitlements as a Member and is not entitled to continue to hold office in any position within the Club, until such time as the alleged breach is resolved or determined.
- 4.7 **Ceasing to be Member:** A Member ceases to be a Member:
- (a) on death;
 - (b) by giving notice to the Committee of their resignation;
 - (c) by resolution of the Committee where:
 - (i) the Member's membership is terminated under clause 4.4(d);
 - (ii) in the opinion of the Committee, the Member has brought the Club into disrepute;
 - (d) if their membership is terminated following a dispute resolution process or such other process set out or referred to in this Constitution.
- 4.8 **Liability:** A Member who has ceased to be a Member, will not be released from liability to the Club for anything arising before the end of the membership period. No Member will be entitled to a refund of any membership fee or other fee paid before such cessation date.
- 4.9 **Consequences of ceasing to be a Member:** A Member who ceases to be a Member:
- (a) remains responsible to pay all their outstanding membership and other fees to the Club;
 - (b) must cease to hold himself or herself out as a Member of the Club;
 - (c) must return all the Club's property if required; and
 - (d) ceases to be entitled to any rights of a Member.
- 4.10 **Membership fees:** The membership fee for each membership category may be imposed following a recommendation made by the Committee and approved by Members at an AGM. Every Member will pay to the Club the membership fee recommended by the Committee. Any Member failing to pay the membership fee or any other fees, within three calendar month(s) of the date the same was due for payment shall be considered as unfinancial and shall (without being released from the obligation of payment) have no membership rights and shall not be entitled to participate in any Club activity or to access or use the Club's premises, facilities, equipment and other property until all the arrears are paid. In addition, the Committee may terminate the Member's membership (without being required to give prior notice to that Member).
- 4.11 **Members and Member register:** The Club shall maintain the minimum number of members required by the Act. The Committee will keep an up-to-date Member register, which includes each Member's name, Contact Details and the date they became a Member. A Member must provide notice to the Club of any change to their Contact Details. The Member register will be updated as soon as practicable after the Committee becomes aware of changes of the information recorded in the Member register. The Committee will keep a record of those who

have ceased to be a Club member within the previous seven years and the date on which they ceased to be a member.

5. General Meetings

- 5.1 **AGM:** An AGM must be held once a year at the time, date and place as the Committee decides, but not more than 6 months after the balance date of the Club and not more than 15 months after the previous AGM.
- 5.2 **Notice of AGM:** The Members must be given at least 30 days' notice of the AGM. Notice to Members of an AGM may be given by posting on the Club's website.
- 5.3 **Business of AGM:** The following business will be discussed at the AGM:
- (a) confirmation of the minutes of the previous AGM (and any SGM);
 - (b) the Committee's presentation of the following information during the most recently completed accounting period:
 - (i) the annual report on the operations and affairs of the Club;
 - (ii) the annual financial statements;
 - (iii) 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);
 - (c) set any levies or other fees for the current financial year;
 - (d) the election of any Committee Members;
 - (e) consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM;
 - (f) consideration of any other general items of business that have been properly submitted for consideration at the AGM.
- 5.4 **Notice of proposed motions:** Members must give notice of any proposed motions and other items of business to the Club at least 14 days before the date of the AGM.
- 5.5 **Notice of agenda:** Notice of the agenda containing the business to be discussed at the AGM must be sent to all persons entitled to attend the AGM at least seven days before the date of the AGM. No additional items of business can be voted on other than those set out in the agenda, but the Members present may agree Special Resolution to discuss any other items.
- 5.6 **Calling of SGM:** The Committee must call a SGM if it receives a written request stating the purpose of the SGM from the Committee itself or by at least 10 Members.
- 5.7 **Notice of SGM:** Members must be given at least 30 days notice of the SGM, unless the Committee, in its discretion, decides that the nature of the SGM business is of such urgency that a shorter period of notice is to be given to Members. A SGM may only consider and deal with the business specified in the request for the SGM.

- 5.8 **Method of holding meeting:** A General Meeting may be held by a quorum of people being assembled at the time and place appointed for the meeting, participating by audio link, audio-visual link or other electronic communication or by a combination of those methods.
- 5.9 **Quorum:** No business may occur at any General Meeting unless a quorum is present at the meeting's start time. The quorum for a General Meeting will be the lesser of 20 Members or 25% of the total number of Members who are entitled to vote, present in person (including by electronic means or by proxy). The quorum must always be present during the General Meeting.
- 5.10 **No quorum at AGM:** If a quorum is not met within 30 minutes of the AGM's scheduled start time, the AGM is adjourned to a day, time and place set by the chair of the AGM. If no quorum is met at the further AGM, the Members present, in person or through audio, audio visual link or other electronic communication, 15 minutes after the further AGM's scheduled start time are deemed to constitute a valid quorum.
- 5.11 **No quorum at SGM:** If a quorum is not met within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled.
- 5.12 **Control of General Meetings:** The President will chair all General Meetings. If that person is unavailable, a Committee Member (appointed by the Committee) will preside. In the absence of both of those persons, the Members present will elect a person to chair the General Meeting. The President or chairperson may adjourn a General Meeting but no business will be transacted at any adjourned meeting other than business left unfinished at the original meeting. When a General Meeting is adjourned for 30 days or more, notice of the adjourned meeting will be given as in the case of the original meeting. Except as aforesaid, it will not be necessary to give notice of an adjournment or of the business to be transacted at any adjourned General Meeting.
- 5.13 **Omissions and irregularities:** The General Meeting and its business will not be invalidated if one or more Members do not receive notice of the meeting. The General Meeting and its business will not be invalidated by an irregularity, error or omission in notices, agendas and papers of the meeting or notice within the required time frame or the omission to give notice to all Members and any other error in the organisation of the meeting if:
- (1) the chair of the meeting in their discretion determines that it is still appropriate for the meeting to proceed despite the irregularity, error, or omission; and
 - (2) a motion to proceed is put to the meeting and a majority, of two-thirds of votes cast, is obtained in favour of the motion to proceed.
- 5.14 **Attendance:** Members and any other persons invited by the Committee are eligible to attend and speak at General Meetings.
- 5.15 **Voting:** At every General Meeting either in person or by proxy:
- (1) each Ordinary Member over the age of 16 and each Life Member will be entitled to one vote on any motion; and
 - (2) each Family will be entitled to two votes on any motion, to be exercised by Family members over the age of 16.
- 5.16 **Casting Vote:** In the event of equality of votes, any person chairing a General Meeting shall have a casting vote.

- 5.17 **Voting by electronic means:** Voting by electronic means is permitted.
- 5.18 **Voting by proxy:** Proxy voting is permitted. The chair of the General Meeting must receive notice of the proxy signed by the Member prior to the start of the meeting. The form of the proxy is: *I [insert name] of [insert address] being a member of the Club appoint [insert name of proxy] as my proxy to speak [and vote] for me at the General Meeting to be held on [insert date] and at any adjournment of that General Meeting. I direct my proxy to vote in the following manner [insert resolutions and whether the proxy is to vote for or against].*
- 5.19 **Conduct of voting:** Voting is conducted by voices or a show of hands as determined by the chair of the meeting, unless a secret ballot is called for and approved by the chair or three Members or as otherwise required under this Constitution.
- 5.20 **Minutes:** Minutes must be kept of all General Meetings.
- 5.21 **Resolution:** An Ordinary Resolution of Members at a General Meeting is sufficient to pass a resolution, except as specified in the Act or this Constitution.
- 5.22 **Resolution passed in lieu of meeting:** A resolution in writing signed or consented to by email or other electronic means by a 75% majority of Members is valid as if it had been passed at a General Meeting provided the requirements under sections 89 to 92 of the Act are complied with. Any resolution may consist of several documents in the same form each signed by one or more Members.

6. **Committee**

- 6.1 **Functions and powers:** Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution the Committee must manage, direct or supervise the operation and affairs of the Club and has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of the Club.
- 6.2 **Composition:** The Committee consists of a president, secretary and treasurer (or combined secretary/treasurer) and at least three additional committee members all of whom are to be elected by a majority of Members at the AGM.
- 6.3 **Election of Committee Members:** Committee Members are elected as follows:
- (a) the Committee must call for nominations for any Committee Member positions that are to be vacated at an AGM at least 30 days before the AGM;
 - (b) nominations are made in the form decided by the Committee and must be received by the date set by the Committee and if no date is set, at least 10 days before the AGM;
 - (c) the Committee must give notice of the nominations to all Members at least seven days before the AGM;
 - (d) notwithstanding the above, the Committee may accept oral nominations from the floor at the AGM for Committee members (with the consent of the persons nominated) if there is insufficient nominations received;
 - (e) at the AGM, if there are more nominees than number of positions available, the election is by secret ballot, unless otherwise decided by the Chair of the General Meeting and

approved by a Special Resolution of Members. If a secret ballot is held, two scrutineers must be appointed at the General Meeting to count the votes;

- (f) those nominees who have the highest number of votes in their favour to fit the number of vacant positions are declared elected;
- (g) if the number of votes for one or more nominees is equal to another nominee, a further vote will be held between the tied nominees;
- (h) if there is only one nominee for a vacant position, that person is declared to be elected without the need for a vote.

The failure for any reason of any Member to receive notice of the AGM or the nominations, shall not invalidate the election.

6.4 **Qualification:** Every Committee Member must:

- (a) consent in writing to be a Committee Member; and
- (b) be a Member of the Club;
- (c) certify that they are not disqualified from being elected or holding office as a Committee Member by this Constitution or under section 47 of the Act.

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

- (a) A person who is an employee of, or independent contractor to, the Club (unless this conflict of interest is declared by the committee member and waived by the members at the AGM);
- (b) A person who is disqualified from being elected or holding office as a Committee Member under section 47 of Act;
- (c) A person who has been 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 (a) above then upon their appointment to such a position, they are deemed to have vacated their office as a Committee Member. If any of the circumstances listed in (b) 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.

6.6 **Term of office:** The term of office for all Committee Members is one year, expiring at the end of the relevant AGM. A Committee Member may be re-elected to the Committee annually. The term of any period served to fill a Casual Vacancy is disregarded for the purposes of calculating the total term served.

6.7 **Casual Vacancy:** If a Casual Vacancy arises, the remaining Committee Members may:

- (a) appoint a person of their choice to fill the Casual Vacancy until the expiry of the term of the person they replace; or
- (b) appoint a person of their choice to fill the Casual Vacancy only until the next AGM, at which a person is elected to fill the remainder of the term of the Casual Vacancy; or

- (c) may leave the Casual Vacancy unfilled until the next AGM, at which a person is elected to fill the remainder of the term of the Casual Vacancy.

6.8 **Suspension of Committee Member:** If any Committee Member is or may be the subject of an allegation, notice or charge described under clause 6.5 or any circumstances arise in relation to a Committee Member which are or may be of concern to the Committee, the remaining Committee Members may by Special Resolution suspend the Committee Member from the Committee and set conditions as it requires pending the final determination of the allegation, notice, charge or circumstances. Before imposing any suspension, the Committee Member must be given notice of the suspension.

6.9 **Removal of Committee Member:**

- (a) A Committee Member may be removed as a Committee Member before the expiry of their term of office, by resolution of the Committee or the Club where in the opinion of the Committee or the Club, the Committee Member concerned:
 - (i) has seriously breached duties under this Constitution or the Act;
 - (ii) is no longer a suitable person to be a Committee Member;
 - (iii) has brought the Club into disrepute;
 - (iv) has failed to disclose a conflict of interest; or
 - (v) has had a vote of no confidence passed by the Committee in the Committee Member.
- (b) The Committee Member who is the subject of the motion is counted for the purpose of reaching a quorum but will not participate in the vote on the motion.
- (c) Before considering a motion for removal, the Committee Member who is the subject of the motion must be given:
 - (i) notice that a Committee meeting is to be held to discuss the motion to remove the Committee Member;
 - (ii) adequate time to prepare a response;
 - (iii) the opportunity prior to the Committee meeting to make written submissions; and
 - (iv) the opportunity to be heard at the Committee meeting.

6.10 **Committee Member ceasing to hold office:** A person ceases to be a Committee Member if:

- (1) their term expires;
- (2) the person resigns by delivering a signed notice of resignation to the Committee;
- (3) the person is removed from office under this Constitution;
- (4) the person becomes disqualified from being an officer under section 47(3) of the Act;
- (5) the person dies.

Each Committee Member shall within five 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 Committee Member.

7. **Committee meetings**

- 7.1 **Calling meetings:** Committee meetings may be called at any time by the Chair or by three Committee Members, but generally the Committee meets monthly.
- 7.2 **Meeting procedure:** Except to the extent specified in the Act or this Constitution, the Committee may regulate its own procedure.
- 7.3 **Quorum:** The quorum for a Committee meeting is five Committee Members. Any Committee Member may be counted for the purposes of a quorum, participate in any and vote on any proposed resolution at a Committee meeting without being physically present. This may only occur at Committee meetings by audio or audio-visual link or other electronic communication provided that all persons participating in the Committee meeting can hear each other effectively and simultaneously.
- 7.4 **Chair:** The Chair will be the President. will elect the Chair from amongst the Committee Members. The Chair will chair Committee meetings and General Meetings. If the Chair is unavailable, another Committee Member must be appointed by the Committee to undertake the Chair's role during the period of unavailability.
- 7.5 **Voting:** Each Committee Member has one vote. Voting is by voices or on request of any Committee Member by a show of hands or by a ballot. Proxy and postal votes are not permitted. Voting by electronic means is permitted. If there is an equality of votes, the Chair has a casting vote.
- 7.6 **Resolution in writing:** A resolution in writing signed or consented to by email or other electronic means by a majority of Committee Members is valid as if it had been passed at a Committee meeting. Any resolution may consist of several documents in the same form each signed by one or more Committee Members.

8. **Officers' Duties**

An Officer:

- (a) when exercising powers or performing duties as an Officer, must act in good faith and in what the Officer believes to be the best interests of the Club;
- (b) must exercise a power as an Officer for a proper purpose;
- (c) must not act, or agree to the Club acting, in a manner that contravenes the Act or this Constitution;
- (d) 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 them;
- (e) 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'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's creditors;

- (f) must not agree to the Club incurring an obligation unless the Officer believes at that time on reasonable grounds that the Club will be able to perform the obligation when it is required to do so; and
- (g) when exercising powers or performing duties as an Officer, may rely on reports, statements, and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:
 - (i) an employee whom the Officer believes on reasonable grounds to be reliable and competent in relation to the matters concerned;
 - (ii) 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
 - (iii) any other Officer or subcommittee of Officers on which the Officer did not serve in relation to matters within the Officer's or subcommittee's designated authority,
 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.

9. Interests

- 9.1 **Register of interests:** The Committee must keep a register of interest disclosures made by Officers.
- 9.2 **Duty to disclose interest:** An Officer who is Interested in a Matter relating to 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) to the Committee, as soon as practicable after the officer becomes aware that they are interested in the Matter and include it in the register of interests.
- 9.3 **Consequences of being Interested:** A Committee Member who is Interested in a Matter:
 - (a) must not vote or take part in a decision of the Committee relating to the Matter, unless all non-interested Committee Members consent;
 - (b) must not sign any document relating to the entry into a transaction or the initiation of the Matter, unless all non-interested Committee Members consent;
 - (c) must not take part in any Committee discussion relating to the Matter or be present at the time of the Committee decision, unless all non-interested Committee Members consent;
 - (d) may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.
- 9.4 **Calling of SGM:** Despite clause 9.3, if 50% or more Committee Members are Interested in a Matter, an SGM must be called to consider and determine the Matter.
- 9.5 **Notice of failure to comply:** The Committee must notify Members of a failure to comply with section 63 or 64 of the Act, and of any transactions affected, as soon as practicable after becoming aware of the failure.

10. Patrons

A person may be invited by the Committee to be a Patron to show their support for the Club and to help establish or maintain public credibility of the Club. A Patron is entitled to attend and speak at General Meetings but has no right to vote.

11. General Manager

- 11.1 **Role of General Manager:** A Committee may engage a General Manager. The General Manager is under the direction of the Committee and is responsible for the day-to-day management of the Club under this Constitution and the Bylaws and within any delegated authority from the Committee.
- 11.2 **Committee involvement:** The General Manager may attend Committee meetings when required by the Committee but has no voting rights.

12. Sub-Committees

- 12.1 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:
- (a) the quorum of every sub-committee is half the members of the sub-committee but not less than two;
 - (b) no sub-committee shall have the power to co-opt additional members;
 - (c) a sub-committee must not commit the Club to any financial expenditure without express authority from the Committee, and
 - (d) a sub-committee must not further delegate any of its powers.
- 12.2 The Committee and any sub-committee may act by resolution approved during a conference call using audio and/or audio-visual technology or through a written ballot conducted by email, electronic voting system, or post and any such resolution shall be recorded in the minutes of the next Committee or sub-committee meeting.
- 12.3 Other than as prescribed by the Act or this Constitution, the Committee or any sub-committee may regulate its proceedings as it thinks fit.

13. Finances and Records

- 13.1 **Control and management of finances:** The funds and property of the Club are controlled, invested and disposed of by the Committee, subject to this Constitution and devoted solely to the promotion of the purposes of the Club set out in clause 3.
- 13.2 **Balance date:** The Club's balance date is 31 March or on the date as the Committee decides.
- 13.3 **Audit or Review of financial statements:** The Club's financial statements will be examined each year by a suitable qualified accountant. The Members or the Committee may at any

time, by a majority vote, require a specific set of financial statements to be audited or reviewed by an accountant who is not associated with a Member.

13.4 **Accounting Records:** The Committee must ensure that there are kept at all times accounting records that:

- (a) correctly record the transactions of the Club;
- (b) allow the Club to produce financial statements that comply with the requirements of the Act; and
- (c) would enable the financial statements to be readily and properly audited (if required under any legislation or the Club's Constitution).

The accounting records must be kept in written form or in a form or manner that is easily accessible and convertible into written form. And the accounting records must be kept for the current accounting period and for the last seven completed accounting periods of the Club.

13.5 **Other Records:** The Committee must as required by law:

- (a) keep property records of all Committee meetings and General Meetings;
- (b) keep all other documents, records, reports and communications connected with the Club;

13.6 **No personal benefit:** Subject to clause 3.4, no Officers and Members may receive any distributions of profit or income from the Club. 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.

14. **Access of information for Members**

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

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

14.3 The Club must, within a reasonable time after receiving a request:

- (a) provide the information;
- (b) agree to provide the information within a specified period;
- (c) 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
- (d) refuse to provide the information, specifying the reasons for the refusal.

14.4 Without limiting the reasons for which the Club may refuse to provide the information, the Club may refuse to provide the information if:

- (a) withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons;

- (b) the disclosure of the information would, or would be likely to, prejudice the commercial position of the Club or of any of its Members;
- (c) 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;
- (d) the information is not relevant to the operation or affairs of the Club;
- (e) withholding the information is necessary to maintain legal professional privilege;
- (f) the disclosure of the information would, or would be likely to, breach an enactment;
- (g) 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;
- (h) the request for the information is frivolous or vexatious; or
- (i) 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.

14.5 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:

- (a) that the Member will pay the charge; or
- (b) that the Member considers the charge to be unreasonable.

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

15. **Bylaws and Integrity**

15.1 **Bylaws:** The Committee may make and amend Bylaws for the conduct and control of the Club's activities and codes of conduct applicable to Members. Any Bylaw must be consistent with this Constitution, the Club's purposes set out in clause 3, the Act and any other laws. All Bylaws are binding on the Club and the Members. The making, amendment, revocation, or replacement of a Bylaw is not an amendment of this Constitution.

16. **Indemnity and Insurance**

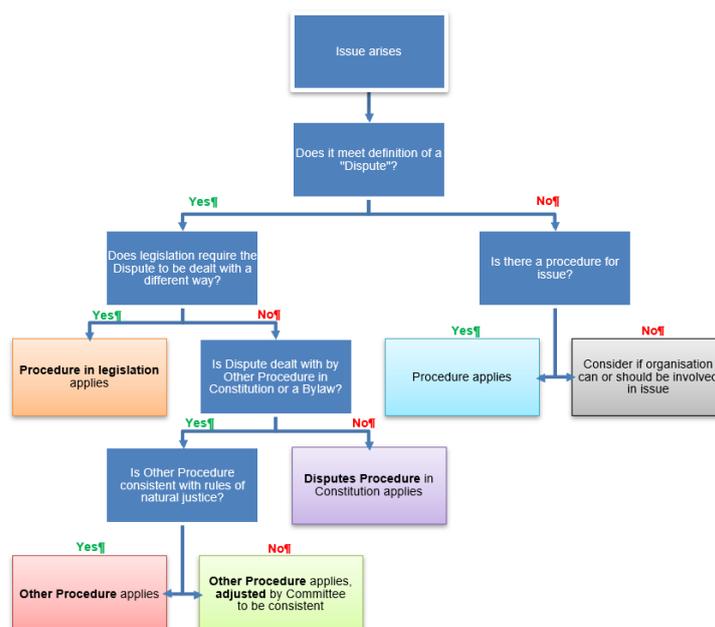
16.1 In accordance with section 98 of the Act, the Club:

- (a) authorises and indemnifies the Officers of the Club to the maximum extent permitted by the Act;
- (b) authorises the Committee to arrange and maintain insurance on such terms as the Committee consider desirable, for any Officer, against any liability or costs for which the Society may lawfully effect insurance in accordance with the Act.

17. Matters not provided for

- 17.1 If any matter arises that, in the opinion of the Committee, is not provided for in this Constitution or any Bylaws, or if any dispute arises out of the interpretation of this Constitution or the Bylaws, the matter or dispute will be determined by the Committee.

18. Dispute resolution



- 18.1 **Definitions:** In this clause 18:

- (a) **Dispute** means a disagreement or conflict between and among any one or more Members, any one or more Officers and the Club, that relates to an allegation that:
- (i) a Member or an Officer has engaged in misconduct; or
 - (ii) a Member or an Officer has breached, or is likely to breach, a duty under this Constitution or the Act; or
 - (iii) the Club has breached, or is likely to breach, a duty under this Constitution or the Act; or
 - (iv) a Member's rights or interests as a member have been damaged or Members' rights or interests generally have been damaged;
- (b) **Disputes Procedure** means the procedure for resolving a Dispute set out in clauses 18.5 to 18.13;
- (c) a **Member** is a reference to a Member acting in their capacity as a Member;
- (d) an **Officer** is a reference to an Officer acting in their capacity as an Officer.

- 18.2 **Application of other legislation to a Dispute:** The Disputes Procedure will not apply to a Dispute to the extent that other legislation requires the Dispute to be dealt with in a different way. The Disputes Procedure will have no effect to the extent that it contravenes, or is inconsistent with, that legislation.
- 18.3 **Application of other procedures under this Constitution or in a Bylaw:**
- (a) If the Dispute is dealt with by a separate procedure under this Constitution or in a Bylaw (**Other Procedure**), that Other Procedure applies to the exclusion of the Disputes Procedure. If any part of the Other Procedure is inconsistent with the rules of natural justice, that part will not apply, but the remainder of the Other Procedure will continue to apply together with adjustments as determined by the Committee in its discretion so that the Other Procedure is consistent with the rules of natural justice.
 - (b) If the conduct, incident, event or issue does not meet the definition of a Dispute and is managed by any Other Procedure, that Other Procedure applies to the exclusion of the Disputes Procedure.
- 18.4 **Application of the Disputes Procedure:** If the Dispute is not required by other legislation to be dealt with in a different way and it is not dealt with by any Other Procedure, the Disputes Procedure applies to the Dispute.

Disputes Procedure

- 18.5 **Raising a complaint:**
- (a) A Member or an Officer may start the Disputes Procedure (a **Complaint**) by giving written notice to the Committee setting out:
 - (i) the allegation to which the dispute relates and who the allegation is against; and
 - (ii) any other information reasonably required by the Club.
 - (b) The Club may make a Complaint involving an allegation against a Member or an Officer by giving notice to the person concerned setting out the allegation to which the Dispute relates.
 - (c) The information given must be enough to ensure a person against whom the Complaint is made is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.
- 18.6 **Investigating and determining Disputes:** Unless otherwise provided, the Club must as soon as is reasonably practicable after receiving or becoming aware of a Complaint, ensure the Dispute is investigated and determined. Disputes must be dealt with in a fair, efficient, and effective manner.
- 18.7 **Decision to not proceed with a matter:** Despite the contents of the Disputes Procedure, the Club may decide not to proceed with a matter if:
- (a) the Complaint is trivial; or
 - (b) the Complaint does not appear to disclose or involve any allegation of the following kind:
 - (i) any material misconduct; or

- (ii) any material breach or likelihood of material breach of a duty under this Constitution or the Act; or
- (iii) any material damage to a Member's rights or interests or Members' rights or interests generally; or
- (c) the Complaint appears to be without foundation or there is no apparent evidence to support it; or
- (d) the person who makes the Complaint has an insignificant interest in the matter; or
- (e) the conduct, incident, event, or issue giving rise to the Complaint has already been investigated and dealt with under this Constitution; or
- (f) there has been an undue delay in making the Complaint.

18.8 **Complaint may be referred:** The Club may refer a Complaint to:

- (a) a hearing body or person authorised, delegated or appointed by the Committee to hear and resolve Disputes, and includes an arbitral tribunal (**Hearing Body**); or
- (b) a subcommittee or an external person to investigate and report; or
- (c) any type of consensual dispute resolution with the consent of all parties to the Complaint.

18.9 **Hearing Body:** The Committee may determine the composition, jurisdiction, functions and procedures of, and any sanctions which can be imposed by, any Hearing Body. Each Hearing Body has delegated authority by the Committee to resolve, or assist to resolve, Complaints.

18.10 **Bias:** An individual may not be part of a Hearing Body in relation to a Complaint if two or more members of the Committee or of the Hearing Body consider there are reasonable grounds to believe that the individual may not be:

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

18.11 **Complainant's right to be heard:**

- (a) The Member or Officer has a right to be heard before the Complaint is resolved or any outcome is determined. If the Club makes a Complaint, the Club has a right to be heard before the Complaint is resolved or any outcome is determined, and a Committee Member may exercise that right on behalf of the Club.
- (b) A Member or Officer or the Club must be taken to have been given the right if:
 - (i) the Member or Officer or the Club has a reasonable opportunity to be heard in writing or at an oral hearing, if one is held; and
 - (ii) an oral hearing is held if the Hearing Body considers that an oral hearing is needed to ensure an adequate hearing; and
 - (iii) an oral hearing, if any, is held before the Hearing Body; and

- (iv) the Member's or Officer's or the Club's written statement or submission, if any, are considered by the Hearing Body.

18.12 **Respondent's right to be heard:** The Member or Officer who, or the Club which, is the subject of the Complaint (**Respondent**) has a right to be heard before the Complaint is resolved or any outcome is determined. If the Respondent is the Club, a Committee Member may exercise the right on behalf of the Club. A Respondent must be taken to have been given the right if:

- (a) the Respondent is fairly advised of all allegations concerning the Respondent, with sufficient details and time given to enable the Respondent to prepare a response; and
- (b) the Respondent has a reasonable opportunity to be heard in writing or at an oral hearing, if one is to be held; and
- (c) an oral hearing is held if the Hearing Body considers that an oral hearing is needed to ensure an adequate hearing; and
- (d) an oral hearing, if any, is held before the Hearing Body; and
- (e) the Respondent's written statement or submissions, if any, are considered by the Hearing Body.

18.13 **Appeals:** There is no right of appeal or right of review of a decision unless specified.

19. Liquidation and removal

19.1 **Notice:** The Committee must give notice to all Members at least 20 Working Days of a proposed motion:

- (a) to appoint a liquidator;
- (b) to remove the Club from the Register of Incorporated Societies; or
- (c) for the distribution of the Club's surplus assets.

The notice must comply with section 228 of the Act and include details of the General Meeting at which the proposed motion is to be considered.

19.2 **Special Resolution:** Any resolution for a motion set out in clauses 19.1(a) to (c) must be passed by a two-thirds majority vote of Members.

19.3 **Surplus assets:** The surplus assets of the Club, after the payment of all costs, debts and liabilities, must be disposed of to any not-for-profit entity which has purposes and objectives similar to the Club.

20. Amendments

20.1 **Amendments:** This Constitution may only be amended or replaced by two-thirds majority vote of Members at a General Meeting.

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

