



ASHBURTON CLUB & MSA

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THE ASHBURTON CLUB & MUTUAL SCHOOL OF ARTS CONSTITUTION

Effective

2024 and registered under The Friendly Societies and Credit Union Act 1982.

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1. NAME

The name of the club shall be Ashburton Club & Mutual School of Arts.

2. DEFINITIONS AND INTERPRETATION

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

“Act” means the Friendly Societies and Credit Unions Act 1982.

“Adjunct” means an adjunct or 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 Ashburton Club & Mutual School of Arts has an arrangement for reciprocal visiting rights for members, irrespective of whether the other club has an alcohol licence or a permanent chartered or not.

“Annual Subscription” is the amount payable annually by members in accordance with Rule 8.

“Auditor” means the Club’s auditor pursuant to Rule17.

“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of formation of the Club or at a later date, that do not form part of the Constitution and may be added or changed or rescinded by a majority vote at a Committee Meeting without reference to the Registrar of Friendly Societies

"Chairman" means the person who is chairman of a meeting pursuant to Rule 23.1.

"Club" means the Ashburton Club & Mutual School of Arts

"Committee" means the Club's committee of management as set out in Rule 13.

"Committee Meeting" means a meeting of the Committee.

"Committee Member" means one of the people comprising the Committee set out in Rule 13 and elected pursuant to Rule 13.3.

“Corporate Membership” means an association, club or other corporate body elected to become a Corporate Member of the Club in accordance with Rule7.6.

“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 AGM or Special General Meeting.

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

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

"General Manager" (or equivalent "CEO") means the person employed to manage the Club and all of its operations and undertaking.

"General Meeting" means an Annual General Meeting ('AGM') or Special General Meeting ('SGM') of the Club.

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

"Junior Member" means a person elected to junior membership of the Club pursuant to Rules 7.2.

"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 Rule 7.3.

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

"Member" means any Ordinary, Junior, Corporate, Introductory or Life Member of the Club as set out in Rule 7.

"Month" means calendar month.

"Officer" means a member of the committee and 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 7.1.

"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 13.3.

"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 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.

"Vice-President" means the Club's vice-president elected pursuant to Rule 13.3.

"Year" means the Club's financial year of 1 July to 30 June

3. REGISTERED OFFICE

3.1. The registered office of the Club shall be at 266 Havelock Street, Ashburton 7700 or such other place as the committee shall from time to time decide.

4. PURPOSE

4.1. The purposes for which the Club is established are as follows:

- a) To provide for social intercourse, mutual helpfulness, and recreation among its members.
- b) To conduct, administer and maintain a Club for its members, the community and for such persons as are authorised from time to time to attend and participate in the Club's activities.
- c) To provide amenities and cultural activities.
- d) To promote sports, and clubs where members have a particular and common interest.
- e) Generally, to provide an atmosphere where members may meet and enjoy companionship and camaraderie with one another.

5. MODEL CLUB MEMBER

5.1. The Model Club Member is one who, wishing to have their rights respected, respects those of others, and who understands they are a member, and not the proprietor. They recognise that they are not number one, but one of a number, and is prepared to abide by the rules that have been passed for the benefit of all. They have a feeling for those who do the hard work and is ready to reward with praise those who have contributed to their comfort and enjoyment. Also, they never try to degrade the bar staff by saying "they are only a servant", while the member is their master. They are courteous to all and in short, a respectable member, and the more there are of them, the more the Club will flourish.

6. POWERS

The Club has the power to do 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.
- 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.
- 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 for the discipline of members, which shall not be inconsistent with the provisions of the Act, the Incorporated Societies Act 2021, and any other current 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 keep an up-to-date register of members (name, contact address, date of admission).
- m) To enter into reciprocal rights agreements with other entities both within New Zealand and Internationally as it seems fit.
- n) To do anything incidental or conducive to the attainment of any of the objects of the Club.

7. MEMBERSHIP

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

Ordinary, Junior, Life, Corporate

- 7.1. **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:
- 7.1.1. Each applicant for Ordinary Membership shall complete the applicable application form.
 - 7.1.2. Each applicant shall deposit, at the time of application, a subscription of such sum as per Rule 9 of this constitution.
 - 7.1.3. An application for ordinary membership is deemed to be a declaration that the applicant consents to membership of the Club, acknowledges that their information will be entered into the Register of Members of the Club and agrees to be bound by this constitution and by-laws.
 - 7.1.4. Subject to the foregoing Ordinary Members shall be entitled to:
 - a. Enjoy the facilities of the Club during times that the Club is open.
 - b. Enter any Club with whom reciprocal visiting arrangements are in place, provided it is in accordance with that Club's rules; and
 - c. Hold office in accordance with this constitution and have an equal voice alongside other members who hold ordinary membership in all business of the Club.
 - 7.1.5. The Committee reserve the right to revoke Ordinary Membership within thirty (30) days of application if the Ordinary Member is found to have provided false information or is deemed to have breached the Club's constitution. In the event that Ordinary Membership is revoked pursuant to this Rule;

- a. The member shall be informed in writing of the decision; and
- b. The subscription fee will be refunded in full.

7.2. **Junior Membership:** 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 These Rules 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.

7.2.1. Individuals aged under the Legal Purchasing Age may apply to become Junior Members of the Club in accordance with the procedure for Ordinary Membership set out in Rule 7.2.

7.2.2. On reaching the legal purchasing age, Junior Members are eligible to apply for Ordinary Membership. Members shall automatically lose their Junior Membership status:

- a. One month after reaching the Legal Purchasing Age; or
- b. Upon admission as an Ordinary Member, whichever is earlier.

7.2.3. A Junior Member's rights are restricted by the following:

- a. No voting rights at any General Meeting.
- b. No right to hold office or be a member of the Executive Committee.
- c. 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.

7.2.4. A Junior Member may have the right of admission to an Affiliated Club with which the Club has reciprocal rights. In each such case the Junior Member will be responsible for checking whether the Affiliated Club permits Junior Members to enter the club with reciprocal rights.

7.3. **Life Membership:** Life Membership may be granted to any member for meritorious service rendered to or on behalf of the Club, in accordance with the following:

7.3.1. The Committee may elect to recommend a member for Life Membership.

7.3.2. 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.

7.3.3. No nomination for Life Membership shall be put to the AGM unless it has the approval of the Committee.

7.3.4. The Committee shall post notice of its intention to recommend a Life Member fourteen (14) clear days prior to AGM in any year.

7.3.5. The Club may elect a member recommended by the Committee to Life Membership, by simple majority at the AGM.

- 7.3.6. Life Members are eligible to vote, hold office and enjoy all the rights and privileges of membership.
- 7.3.7. Life Members shall not be charged an annual subscription but shall be deemed to be Financial Members.
- 7.4. **Corporate Membership:** An association, club or other corporate body may apply to become a Corporate Member of the Club and in such circumstances the applicant and their application will be dealt with individually by the Committee, in accordance with the following:
 - 7.4.1. Any association, club or corporate body wishing to apply for corporate membership under these rules shall complete the applicable application form.
 - 7.4.2. Each applicant shall deposit, at the time of application, a subscription of such sum as per Rule 9 of this constitution.
 - 7.4.3. An application for corporate 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 and by-laws.
 - 7.4.4. Each application for Corporate Membership shall be considered at the next meeting of the Executive Committee following the application having been made. The decision of the Committee shall be final and, in the event, that the application is not approved by the Committee, the candidate shall be informed in writing of the decision and receive a full refund of all money paid by way of subscription.
 - 7.4.5. For the purposes of voting, quorum or other count of financial members under these rules a Corporate Member shall be the equivalent of three (3) members of the Club and at all times the annual membership fee payable by the Corporate Member shall be not less than three (3) times the fee payable by an Ordinary Member.
 - 7.4.6. On applying to join the Club the applicant for Corporate Membership shall supply the Club with a list of corporate affiliates for the purposes of its Corporate Membership. It shall at all times keep that list updated and will provide those persons with a method of identifying themselves to the Club that is acceptable to the Club.
 - 7.4.7. Those persons who are on the list of corporate affiliates supplied to the Club by a Corporate Member and who do not otherwise hold membership of the Club shall be deemed to be members of and subject to the rules of the Club with the following limitations:
 - a. The right of entry to the Club premises is restricted to such times as the Corporate Member is using the premises for an agreed purpose.
 - b. The voting and speaking rights at meetings of the Club shall be limited to the rights extended to the Corporate Member.

- c. The Corporate Membership does not entitle a Corporate Affiliate to hold office in the Club, participate in any reciprocal visiting rights with other clubs, receive any membership badge of the Club, or to represent the Club at any sporting or other fixture.
 - d. All rights of membership shall cease upon the cessation of the Corporate Membership or upon the Corporate Affiliate ceasing to be affiliated with the Corporate Member.
 - e. A Corporate Affiliate may apply for Ordinary membership of the Club in accordance with Rule 7.1.
- 7.5. **Employees:** Members who are employees of the Club are entitled to the rights and privileges of membership excluding those concerned with the selection, election and holding office within the Club. The Committee and Management of the Club reserve the right to introduce policies excluding employees who are also Members of the Club from participating in promotions and other activities within the Club whilst on duty.
- 7.6. **Members Rights:** All Financial Members have the right to access the Financial Statements presented at an AGM and access to the minutes of previous AGM's within seven (7) working days of the scheduled AGM date. All Financial Members have the right to access minutes and Financial Statements as presented at Committee meetings once they have been confirmed, by applying for the information from the registered office allowing a reasonable and practical time frame and remain on the Club premises.
- 7.7. **Members Code of Conduct:** The Club shall maintain and post a code of conduct for members in relation to expected standard of behaviour of Club members.
- 7.8. **Unfinancial member:** Any member allowing their subscription to fall in arrears one month shall receive a reminder from the Club and if the subscription is not paid within fourteen (14) days of this, the Committee may instruct the General Manager to strike such unfinancial member's name from the Register of Members.
- 7.9. No member whose subscription is in arrears shall be entitled to take part in any meeting or election, neither shall they hold any office in the Club or be entitled to nominate or second any other member for office in the Club.

8. REGISTER OF MEMBERS

- 8.1. The Club will maintain a register of members (name, contact details, email address, date of acceptance to Club) in accordance with the Act.
- 8.2. The Register of Members will always be administered in accordance with the Privacy Act 2020 and the Clubs Privacy Policy.
- 8.3. The Club may disclose personal information (name, contact details, email address, date of acceptance to Club) within the Register of Members to:
- 8.3.1. Clubs New Zealand Incorporated and clubs that are members of Clubs New Zealand Incorporated.

- 8.3.2. Any business that supports the Clubs' services and products, including any person that hosts or maintains any underlying IT system or data centre that we use to provide the website or other services and products.
 - 8.3.3. Other third parties (for anonymised statistical information).
 - 8.3.4. A person who can require the Club as a matter of Law to supply a member's personal information (e.g. a regulatory authority).
 - 8.3.5. Any other person authorised by the Privacy Act or another law (e.g. a law enforcement agency).
 - 8.3.6. Any other person authorised by the member. In becoming a member, a member gives consent to the Club to maintain this information.
- 8.4. The Club will update the Register of Members as soon as practicable after becoming aware of changes to the information recorded on the register.
- 8.5. 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.

9. SUBSCRIPTIONS

- 9.1. The Annual Subscription relating to each category of membership shall be such sum as shall be determined by the Committee.
- 9.2. The Annual Subscription shall be payable yearly in advance on or before the last day of March in each year.
- 9.3. Any member whose subscription or other dues are not paid by the date referred to in Rule 8.2. shall:
- 9.3.1. Thereupon automatically cease to be a financial member and lose his or her associated rights and privileges.
 - 9.3.2. If within one calendar month the subscription remains in arrears, the member will be removed from the Register of Members and lose all entitlements.
 - 9.3.3. Not be relieved from payment of the Annual Subscription or of any other payment due or payable to the Club.
 - 9.3.4. Not be refunded any subscription or other payment already paid except as provided in Rules 7.1.5 and 7.4.4.
 - 9.3.5. Reapply for membership pursuant to the rules for the applicable category of membership if he or she wishes to be reinstated as a member;
- 9.4. A member incapacitated through illness, accident or distress may, on notice in writing given to the General Manager, have his or her subscription suspended or remitted.

10. RESIGNATION

- 10.1. Members may resign their membership by letter or electronic means (email, text message) addressed to the General Manager.
- 10.2. A resignation will not become effective until all subscriptions, levies or other payments owing at the date the resignation is received, are paid.
- 10.3. No such resignation shall relieve any Member from payment of any subscription, levy or other payment due or payable at the time of resignation.
- 10.4. No subscriptions, levies or other payments already received by the Club as at the date of resignation shall be refunded on resignation.
- 10.5. Loyalty points or other such may be utilised to pay any dues owing.
- 10.6. Loyalty points cannot be redeemed for cash.

11. DEATH OF MEMBER

- 11.1. If the spouse of a deceased Member is a Financial Member, any Loyalty points belonging to the deceased member can be used for a funeral function or other services at the Club facility by agreement with the General Manager.
- 11.2. Loyalty points belonging to a deceased member cannot be redeemed for cash.

12. DISPUTES

- 12.1. The Club shall deal with all disputes (as defined in the Act) utilising the Committee approved Judicial policy and procedures By-law, that is pursuant to current relevant legislation and follows the principles of Natural Justice.
- 12.2. The Judicial policy and procedures are to be posted with the members Code of Conduct policy.

13. COMMITTEE

The Committee Members of the club shall be:

- a. A President;
- b. A Vice-President;
- c. Up to 3 other Committee Members; and
- d. A Trustee.

13.1. **Eligibility:** Each Committee Member must:

- 13.1.1. Meet the eligibility criteria set out within the Act;
- 13.1.2. Be a Financial Member of the Club;
- 13.1.3. Not be a current employee/contractor of the Club;

- 13.1.4. Not be a close relation/partner of an employee of the Club, office holder or nominee for office;
- 13.1.5. Have been a Financial Member for at least one (1) year immediately before nomination;
- 13.1.6. If seeking election for the position of President, Vice-President or Trustee, have served at least twelve (12) months on the Committee within the 2 years prior to seeking election and been a Financial Member of the Club for two (2) years; and
- 13.1.7. Have completed and submitted to the Club the appropriate application form.

13.2. **Term Of The Office:** Committee Members shall:

- 13.2.1. Remain in office for a two-year term running from the time of election until the conclusion of the following second AGM unless sooner removed by death, resignation or otherwise.
- 13.2.2. Be eligible for re-election.
- 13.2.3. A maximum of 50% of Committee Members may retire each year and be eligible for re-election.

13.3. **Election:** The Committee shall be elected in the following manner:

13.3.1. Applications for Committee Members must be:

- a. In writing on the application form;
- b. Proposed, by a Financial Member, and Seconded by another Financial Member;
- c. Deposited with the General Manager at least twenty-one (21) days before the date set down for the Election as passed by the Committee.

13.3.2. The General Manager will at least fourteen (14) days prior to the date of the Election, display (within Club Premises and on electronic media formats) a list setting out the name of each applicant and the position in respect of which each application is made.

13.3.3. The count shall be taken immediately on end of ballot and the result posted on the notice board and announced by the General Manager that evening.

13.3.4. In the event of a tie, the Returning officer has a casting vote.

13.3.5. One person may only hold one office.

13.3.6. If a recount of votes is required, the following process will be adopted;

- a. The recount will be conducted by the Returning Officer and appointed scrutineers who were not involved with the original count.

- b. Candidates that have requested a recount may have a representative present at the recount but cannot participate in the actual counting of votes.

13.4. Resignation:

- a. A member of the Committee 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.
- b. Committee Members are deemed to have resigned if they are absent from 3 (three) meetings of the Committee in any twelve (12) month period without leave of the Committee.

13.5. Removal from Office: A member of the Committee may be removed from office for any reason which the Committee deems expedient in accordance with the following:

- 13.5.1 The Committee shall convene an Extraordinary Meeting of the Committee to consider the removal;
- 13.5.2 The Committee must give seven (7) 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;
- 13.5.3 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 seventy five percent (75%) majority vote of those Committee Members present at such meeting;
- 13.5.4 If the Meeting elects to remove the Committee Member, such removal shall be effective immediately.
- 13.5.5 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 fifty (50) Financial Members (whichever is greater), the Committee shall convene a SGM and proceed in accordance with Rule 19.
- 13.5.6 In the event that a notice of motion of no confidence is raised against more than one Committee Member or the entire Committee, the motion will be dealt with at a SGM convened for such purpose pursuant to this Constitution. If the motion is carried, the meeting will appoint 5 (five) members of the Club to assume the governance role until new elections can be conducted at a date set by the same SGM.
- 13.5.7 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 or is declared an undischarged bankrupt shall automatically and immediately be removed from office.
- 13.5.8 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.

- 13.5.9 No Committee Member who has been removed from office shall be eligible for re-election within a period of two (2) years from the date of removal.
- 13.6. **Vacancy:** Any vacancy in any Committee position that is not filled at an election or which occurs between elections shall be filled by the next highest polling candidate at the preceding election or not filled as the Committee see fit, providing a quorum for Committee Meetings can be maintained in the absence of the appointment of a replacement Committee Member.
- 13.7. **Powers:** The Committee shall, subject to any limitations imposed by this Constitution, have the power to:
- a. Exercise all the powers and authorities of the Club;
 - b. Do such other acts and things as it deems necessary or expedient for carrying on the business of the Club;
 - c. Form standing or ad hoc Committees for the purpose of exercising its duties, authorities or powers;
 - d. Delegate its duties, powers and authorities to the General Manager or to a committee formed under Rule 13.7(c); and
 - e. Co-opt any person to assist with its functions.
 - f. From time to time, as they see fit make By-Laws that are consistent with the Constitution of the Club for operational purposes. A register of these By Laws must be kept and members must have access to the register on request of the General Manager.
- 13.8. **Duties:** Committee Members shall at all times:
- 13.8.1. Render every assistance to the President, Vice-President 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.
 - 13.8.2. Use powers for the proper purpose, to comply with the Act and the Club's constitution, and
 - 13.8.3. Act in good faith and the best interests of the Club, and
 - 13.8.4. Exercise a degree of care and diligence of a reasonable person with such responsibilities, and
 - 13.8.5. Not allow the Club activities to be carried on in a reckless or in a way likely to create a substantial risk of serious loss to the Club's creditors, and
 - 13.8.6. Not to allow the Club to incur obligations that the officer does not reasonably believe will be fulfilled, and
 - 13.8.7. Abide by the Club's Code of Conduct
 - 13.8.8. Any other duties which the Committee of the Club may from time to time determine.

13.9. **Interests Register:** The Committee must keep and maintain a register of disclosures made by officers.

13.9.1. The interests register must be made available for inspection by the officers of the Club at any reasonable time.

13.9.2. An officer with a direct or indirect financial interest in a matter must disclose, as soon as practicable on becoming aware of such interest, details of the nature and extent of the interest.

13.9.3. A member of the Committee who is interested in a matter:

- a. Must not vote or take part in a decision of the Committee relating to the matter; and
- b. Must not sign any document relating to the entry into a transaction or the initiation of the matter; but
- c. May take part in any discussion of the committee relating to the matter and be present at the time of the decision.

14. PRESIDENT AND VICE-PRESIDENT

14.1. The President and Vice-President shall be ex officio members of all sub-committees, and Adjuncts.

14.2. The President shall preside over all meetings of the Committee and over all AGM and SGM meetings of the members of the Club, in the absence of the President the Vice-President shall preside over such meetings.

14.3. At all meetings the President shall be entitled to a casting vote.

14.4. The President shall be the Club's representative with the General Manager, in matters of Club business.

14.5. In the event of a Vacancy of the office of President, the Vice-President shall assume that role for the remainder of the then current term of such appointment. 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 then current term of such appointment.

15. TRUSTEE

15.1. There shall be at least 1 Trustee in accordance with the Act who shall be entitled to take part in any meeting of the Committee and shall have power to move, second and vote on all matters before the Committee.

15.2. The Trustee shall hold in Trust all the property of the Club and deposit with the Club's bankers or other safe place all documents and securities of the Club.

16. GENERAL MANAGER

16.1. It shall be the duty of the General Manager to carry out all such duties as are required to manage the affairs of the Club. The General Manager shall be accountable to the Committee being that body's only directly reporting employee. All other employees

shall be under the direct control of and report to the General Manager. The role and responsibilities of the General Manager shall be detailed in:

- a. A Position Description, which shall be kept up to date by the Committee;
- b. An Employment Agreement;

16.2. The General Manager shall attend and take part in all Committee and General Meetings except on occasions where the collective Committee decides otherwise.

16.2.1. The General Manager shall not be entitled to exercise a vote on any question.

16.2.2. The General 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.

17. AUDITOR / REVIEW

17.1. The Club's accounts shall be audited / reviewed annually by a chartered accountant appointed for a three (3) year term and ratified by the members at an AGM, and who shall:

- a. Be a member of the New Zealand Institute of Chartered Accountants; and
- b. Not be a Committee Member or hold any other office in the Club.

17.2. The auditor/ reviewer 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.

17.3. The auditor/ reviewer shall be paid such fees as may be determined by the Committee from time to time.

17.4. The auditor/ reviewer 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 available to be submitted to the AGM.

18. ANNUAL GENERAL MEETING

18.1. The AGM of the Club shall be held not later than six (6) months of the Club's balance date.

18.2. For the AGM of the Club to proceed in each year a quorum of fifty (50) Financial Members must be present at the commencement of such meeting. Participation in the meeting may be in person or via audio link, audio-visual link, or other electronic communication as determined by the Committee for the purpose of receiving:

- a. An annual report on the operations and affairs of the Club during the most recently completed accounting period;
- b. And adopting the Financial Statements of the Club for the most recently completed financial year for the Club;
- c. Providing notice of the disclosures of interests, including a brief summary of the matters, or types of matters, to which those disclosures relate.

- d. Considering, and if necessary, taking action on, any motion relating to the annual report or Financial Statements;
- e. Considering, and if necessary, taking action on, any other motion of which due notice pursuant to Rule 20.2 has been given;
- f. Election of Auditor; and Written General business.
- g. At least fourteen (14) days before the AGM, the following shall be posted on the Club's notice board and electronic media:
 - i. Notice of the AGM;
 - 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.

18.3 Notwithstanding Rule 18.1, an AGM shall not be a nullity simply because it was held later than 6 (six) months after the Club's balance date.

19. SPECIAL GENERAL MEETING

19.1. The Committee shall convene an SGM if at any time:

- a. The Committee considers such a Meeting necessary or desirable; or
- b. The Committee receives a written requisition to do so signed by not less than ten percent (10%) of the total membership or seventy-five (75) Financial Members whichever is the greater, stating the purpose of the Meeting requisitioned, in which case the meeting must be convened for that purpose only.
- c. Fourteen (14) days' notice specifying the time and place of an SGM, its purpose and an agenda shall be given by notice on the Club's notice board and electronic media.
- d. For an SGM to proceed, a quorum of seventy-five (75) Financial Members must be present at the commencement of such meeting.

20. CONDUCT OF GENERAL MEETINGS

20.1. At all General Meetings, the chairman shall be;

- a. The President; or
- b. In his or her absence, the Vice-President; or
- c. In the absence of both the President and the Vice-President, a Committee Member elected by those present at the AGM or SGM as the case may be; or
- d. An independent chairman, if the Committee deems it necessary to acquire the services of an independent Chair due to the nature of the business to be discussed at an AGM or SGM as the case may be.

20.1.1. Minutes of all General Meetings are required to be kept. A General Meeting shall be adjourned if;

- a. A quorum is not present within half an hour after the time fixed for the Meeting; or
- b. A quorum is present and the Chairman elects to adjourn.

20.1.2. If a Meeting is adjourned, the Committee shall:

- a. Fix a new date not more than fourteen (14) days later; and
- b. Give at least three (3) days' notice of the adjourned Meeting date by notice on the Club's notice board and social media platforms.

20.1.4 If a quorum is not present at an adjourned Meeting, the 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.

20.2. Resolutions:

20.2.1. 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 Committee at least twenty-one (21) days before the Meeting and such notice of motion shall be forwarded to each Member with the notice of the Meeting.

20.3. Procedure: The following rules of debate shall apply:

- a. Any member may speak only once to each motion or amendment, except the mover, who may reply to those speaking to the motion or amendment.
- b. The mover of any resolution or substantial amendment to a resolution shall be allowed five (5) minutes in which to introduce his proposition and ten (10) minutes for reply, or vice versa, and any other speaker will be allowed five (5) minutes.
- c. The Chairman shall decide whether any amendment proposed to a resolution is a substantial amendment or not.
- d. If freer discussion of any subject is desired, any Member may move that the Meeting go Into Committee on that subject and such motion shall be immediately put and decided by a show of hands.
- e. In Committee no Member shall speak for more than five (5) minutes at a time.
- f. When In Committee any Member may move that the ordinary meeting shall be resumed, and such motion shall be immediately put and decided by a show of hands.
- g. Except as otherwise provided by these Rules, all questions shall be decided by simple majority vote.

20.4. Voting: At any General Meeting:

- a. Each Ordinary and Life Member shall be entitled to be present and to cast one vote on all questions before the meeting.
- b. Voting shall be by way of a show of hands in the first instance.
- c. A declaration by the Chairman as to the result following a show of hands shall be conclusive unless a motion that the vote shall be taken by secret ballot is passed by a majority of Members present; and
- d. In the event of equal votes being cast, the Chairman shall have a casting vote.

21. COMMITTEE MEETINGS

21.1. The Committee shall meet regularly at a time and place to be determined by the Committee.

- 21.2. A date for a Committee Meeting must be set within four (4) days of the General manager receiving a requisition under this clause.
- 21.3. At all Committee Meetings, the Chairman shall be;
- a. The President; or
 - b. In his or her absence, the Vice-President; or
 - c. In the absence of both the President and the Vice-President, a Committee Member elected by the Meeting.
- 21.3.1. The quorum for a Committee Meeting shall be a majority of the total Committee members making up the Committee.
- 21.3.2. Minutes of all Committee Meetings are required to be kept.
- 21.3.3. Any Committee Meeting shall be adjourned if:
- a. A quorum is not present within half an hour after the time fixed for the Meeting; or
 - b. A quorum is present and the Meeting elects to adjourn.
 - c. If a Committee Meeting is adjourned, the Committee shall:
 - i) Fix a new date not more than fourteen (14) days later; and
 - ii) Give at least four (4) days' notice of the adjourned Meeting date to each Committee Member.
 - iii) If a quorum is not present at an adjourned Meeting, the Meeting shall lapse.
- 21.3.4. Except as otherwise provided by this Constitution, all questions raised at a Committee Meeting shall be decided by a simple majority of votes cast by those Committee Members present at a Committee Meeting.
- 21.3.5. In the event of equal votes being cast, the Chairman shall have a casting vote.

22. ACCOUNTS

- 22.1. **Financial Transactions:** All transactions shall be completed in accordance with the Club Financial Transaction Policy as approved by the Committee.
- 22.2. **Annual Returns:** 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

- 23.1. Request for information held by the Club of the latest audited financial reports and confirmed minutes must be in writing to the President of the Club.
- 23.2. Requests to access such information must be made in writing and must specify the information sought in sufficient detail to enable it to be identified.
- 23.3. The Club will, within a reasonable time after receiving a request:

- a. Provide the information with absolute discretion to pass onto the person requesting the same the direct costs of doing so; or
- b. Agree to provide the information within a specified period; or
- c. Refuse to provide the information, specifying the reasons for the refusal.

23.4. 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; or
- 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; or
- c. 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 society; or
- d. The information is not relevant to the operation or affairs of the society; or
- e. The request for the information is frivolous or vexatious.
- f. The request is not within current legislation.
- g. The person requesting the information is not a Financial Member of the Club.

24. ADJUNCTS (SECTIONS)

- 24.1. 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 the Rules and by-laws of the Club at all times.
- 24.2. 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, but such funds shall remain Club funds.
- 24.3. All accounting, taxation, financial reporting and legal compliance responsibilities of the Adjunct shall rest with the Club.
- 24.4. Adjuncts shall use the Club's accounting services in accordance with the Club's financial transaction policy.
- 24.5. 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.
- 24.6. 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.
- 24.7. Office holders of Adjuncts are not Committee members or Club officials by virtue of holding such office.
- 24.8. The Committee after consultation with the Adjunct office bearers may disband the Adjunct at their discretion.
- 24.9. All Adjuncts must abide by all their own Rules as well as Health & Safety requirements and all other policies of the Adjunct and the Club.

25. PROPERTY

- 25.1. 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.
- 25.2. 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.
- 25.3. 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 of the Club.
- 25.4. The Club may hold, purchase or take on lease, in the name of the Trustees, for the time being, any land or buildings, and may sell, exchange, mortgage, lease or build upon the same, with the power to alter and pull down buildings and rebuild, and no purchaser, assignee, mortgagee or tenant shall be bound to enquire of the Club as to the authority for sale, exchange, mortgage, or lease by the Trustees, and the receipt of the Trustees shall be sufficient discharge for all monies arising from or in connection with such sale or exchange, mortgage or lease.
- 25.5. The funds of the Club may from time to time be invested in accordance with the provision of the Act.

26. VISITORS – AUTHORISED CUSTOMERS, AUTHORISED VISITORS AND GUESTS

26.1. Authorised Customers:

- a. Any member of the Club can invite and accompany a guest/visitor(s) (Authorised Customer) to the Club.
- b. Any member introducing a guest/visitor(s) (Authorised Customer) is responsible for the good conduct and health & safety of that guest/visitor (Authorised Customer) whilst on the Club premises.
- c. Any guest/visitor(s) (Authorised Customer) of legal age who wishes to be sold or supplied alcohol must first complete the appropriate Authorised Customer requirements.
- d. Any guest/visitor(s) (Authorised Customer) of legal age may only be sold or supplied alcohol for consumption on the Club's premises while accompanied by a member of the Club.
- e. Any guest/visitor(s) (Authorised Customer) will lose all rights or privileges to purchase or consume alcohol if they remain on Club premises if/when the sponsoring member vacates the Club premises.

26.2. Authorised Visitors:

- a. Any affiliated member (Authorised Visitor) wishing to be sold or supplied alcohol for consumption on the Club's premises must be able to produce valid proof of membership to an affiliated club/association to Club staff at the point of service.
- b. Any affiliated member introducing a guest/visitor(s) (Authorised Visitor) is responsible for the good conduct of that guest/visitor(s) (Authorised Visitor)

whilst on Club premises. The guest/visitor(s) (Authorised Visitor) will lose all rights or privileges to purchase or consume alcohol if they remain in the Club premises if/when the sponsoring Authorised Visitor vacates the Club premises.

- c. Any guest/visitor(s) (Authorised 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 Visitor requirements required by the Club.
- d. Authorised Visitors and their guests are bound by all the rules and bylaws of the Club whilst they are on the Club's premises.

26.3. The Duty Manager shall have the power to refuse privileges for any intending guest/visitor(s) (Authorised 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(s) (Authorised Visitor) from the Club premises.

26.4. Definitions - for the purposes of this rule:

- a. "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;
- b. "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;
- c. "affiliated member" means the same as "Authorised Visitor" and includes:
 - i. 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
 - ii. 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;
- d. In this Rule, words in the singular include the plural.

27. ALTERATIONS OF CONSTITUTION RULES

27.1. This Constitution may be revised or amended by a resolution passed by a simple majority of the Financial Members present at a General Meeting.

27.2. All Financial Members and Officers shall have the right to submit a resolution for inclusion in the constitution at a General Meeting.

- a. Notice specifying the intention to propose such a resolution must be given in writing to the General Manager at least twenty-one (21) days before a General Meeting, and
- b. Such notice shall be provided to Financial Members in accordance with Rule 18 for an AGM and Rule 19 for an SGM.

27.3. **Minor and Technical Amendments:** The Committee may elect to amend this constitution if the amendment has no more than a minor effect or corrects errors or makes similar technical alterations. Amendments under this Rule must be made in accordance with the Act.

27.4. Any amendments to this Constitution made under this Rule take effect from the date of registration with the Registrar of Friendly Societies.

28. BY-LAWS

28.1. The Committee from time to time may adopt, amend, and rescind By-laws incidental to the operations of the Club, so long as they are in conformity with this Constitution and are conducive to the Club and its culture. A register of By-laws must be kept and displayed and such By-laws may cover matters including but not limited to a Technology Policy, Motor Vehicle Policy, Health and Safety matters, Fire and Evacuation procedures, Committee Nomination and Membership Application forms, Register of Members, Code of Conduct, an interests Register, Harm Minimisation and Gaming Procedures policies and the Terms and Conditions of venue hire for Club Premises, however, the Committee shall not be obliged to adopt any By-law/s to cover any or all of these matters if it decides they are not required.

29. WINDING UP AND/OR LIQUIDATION

29.1. The Club may be wound up, or liquidated, or removed from the Register of Friendly Societies in accordance with the provisions of the Act.

29.2. The President shall give notice to all members of the proposed motion to wind up the Club, or remove it from the Register of Friendly Societies and of the SGM 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.

29.3. Any resolution to wind up the Club or remove it from the Register of Friendly Societies must be passed by seventy five percent (75%) of all members present and voting.

29.4. The Club may be put into liquidation:
a. At an SGM called by the Committee for that purpose; or
b. As provided for in the Act.

29.5. If the Club is wound up, or liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any Member.

29.6. On the winding up or liquidation or removal from the Register of Friendly 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 SGM where the decision to wind up the Club and liquidate the Club's assets is made.

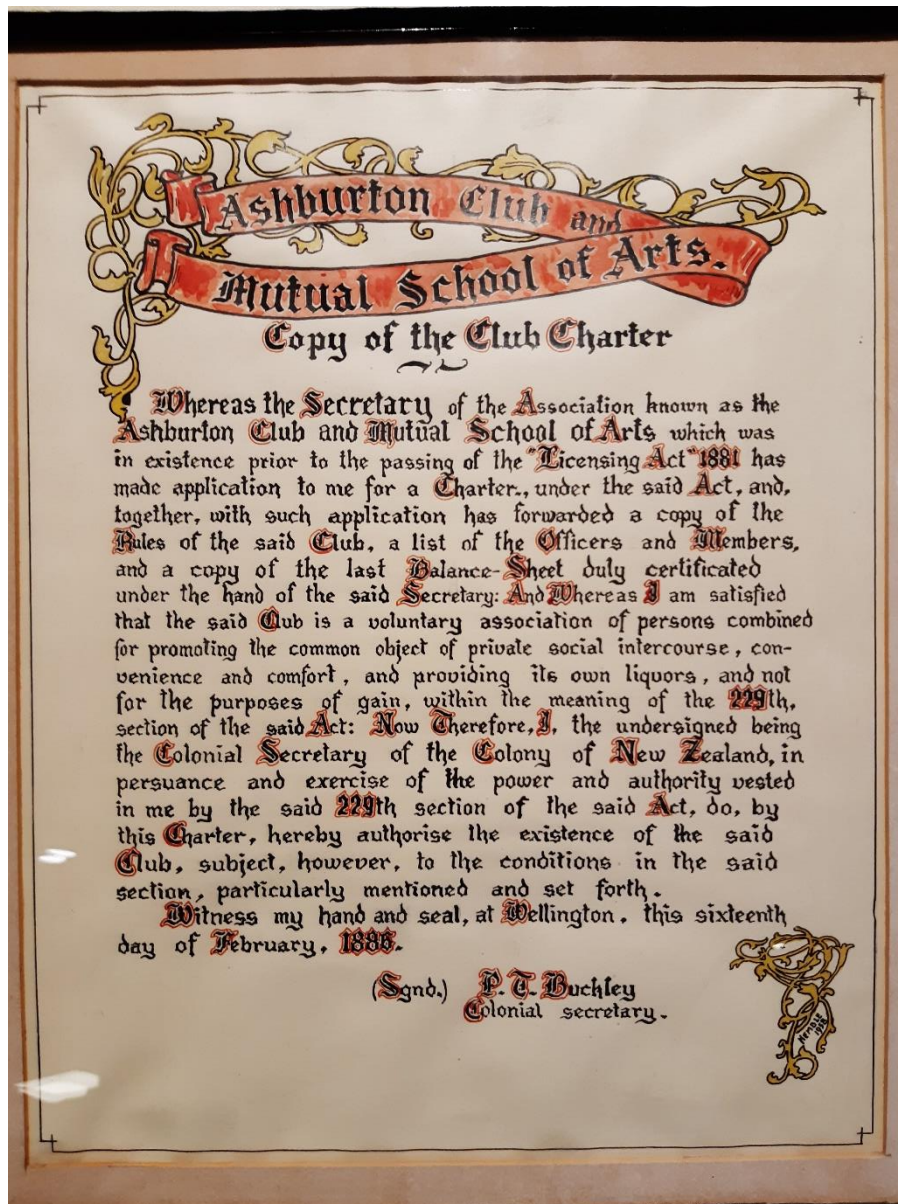
30. TAXATION (PERSONAL BENEFIT / EMPLOYMENT)

30.1. No addition to, deletion from or alteration of the Club's constitution shall be made which would allow personal pecuniary profit or gain to any individuals.

30.2. As a not-for-profit organisation, the officers and members of the Club may not receive any distributions of profit or income from the Club. This does not prevent officers or members receiving reimbursement of actual or reasonable expenses incurred or entering into any transactions with the organisation for goods or services supplied to

or from them to the Club, which are at arm's length, relative to what would occur between unrelated parties.

Appendix A: Queen's Charter



Appendix B: By-laws

The Club has the following documents that should be read in conjunction with the Constitution:

1. Technology Policy
2. Motor Vehicle Policy
3. Health & Safety Manual
4. Fire & evacuation Procedures
5. Committee Nomination Form
6. Membership Application Form
7. Register of Members
8. Code of Conduct
9. Interests Register
10. Harm Minimisation Policy

11. Gaming Procedures
12. Terms and Conditions of Venue Hire