

Constitution of
Hibiscus Coast
Association Football & Sports Club
Incorporated

2nd October 2024
Amended (15th January 2025)



1. NAME AND STATUS

- 1.1. The name of the incorporated society is: Hibiscus Coast Association Football and Sports Club Incorporated.
- 1.2. The Club may be trading as: Hibiscus Coast AFC (HBCAFC), Hibiscus Coast AFSC (HBCAFSC), Hibiscus Coast Football Club, or Hibiscus Coast Football & Sports Club.
- 1.3. The Club is not registered as a charitable entity under the Charities Act 2005.

2. DEFINITIONS AND INTERPRETATIONS

- 2.1. Unless the context requires otherwise, the following words and phrases have the following meanings:
 - 2.1.1. 'Act' means the Incorporated Societies Act 1908 (or the Incorporated Societies Act 2022, subject to application), including amendments thereto and/or substituting legislation, and any regulations made thereunder.
 - 2.1.2. 'Board' means the Club's governing body (otherwise referred to as the 'Committee').
 - 2.1.3. 'Chairperson' or President is the Board Member responsible for, among other things, overseeing the governance of the Club. The Chairperson also chairs Board Meetings unless otherwise delegated.
 - 2.1.4. 'Clear Days' means complete days, excluding the first and last-named days (i.e., excluding the date, a notice of meeting is posted or sent to Members and the date of the meeting).
 - 2.1.5. A Financial Member is defined as a Member who has paid by the relevant due date the Membership Fees and all other sums owed by that Member to the organisation. For the purposes of participating in voting procedures and/or Member Motions, Associate Members of the Club are not financial Members.
 - 2.1.6. 'Unfinancial' means anyone owing any money to the Club, not just membership fees.
 - 2.1.7. 'General Meeting' means either an Annual General Meeting or a Special General Meeting of the Club.
 - 2.1.8. 'Notice' to Members includes any notice given by post, courier, email, newspaper advertisement, message/publication on the Club's website or social media facilities, and/or any other communication technologies; and the failure for any reason of any Member to receive such Notice or information will not invalidate any meeting or its proceedings or any election.
 - 2.1.9. The Club Patron: The club patron is the titular and honorary head person of the Club, and is someone who protects, supports or countenances, a defender, an advocate or a person of distinction under whom a club places itself. The patron shall be entitled to attend and speak at executive meetings, annual general meetings and special general meetings but shall have no voting rights.

3. REGISTERED OFFICE

- 3.1. The Registered Office of the Club will be at such place as the Board from time to time determines, and changes to the Registered Office will immediately be

notified to the Registrar of Incorporated Societies in a form and as required by the Act.

- 3.2.** The Club's Physical Address is 162 Brightside Road, Stanmore Bay, Whangaparaoa, Auckland, New Zealand.

4. PURPOSES AND POWERS OF THE CLUB

The purposes of the Club are to:

- 4.1.1.** To deliver quality football and sporting experiences on and off the field.
- 4.1.2.** To be a community-based Centre of Excellence Club that is respected, supported and proactive in its community engagement
- 4.1.3.** Promote, develop, foster, and participate in the sport of association football (and potentially other sports) as an amateur sport in Auckland for the health, recreation, wellbeing, entertainment, and overall benefit of the Club's Members and the general public;
- 4.1.4.** Attract, coach, develop and support Members of all ages, genders, ethnic and religious backgrounds, and develop and maintain pathways for Members to participate in competitive football and/or community/social football (and potentially other sports) on all levels to achieve their maximum potential as players, coaches, referees and administrators.
- 4.1.5.** Help Members to build and develop their character as resourceful and responsible Members of their community by providing opportunities, through the game of football (and potentially other sports the Club may engage in), for their mental, physical, social and leadership development.
- 4.1.6.** Actively foster, promote, and support good sportsmanship, respect, diversity, inclusiveness, and fair play (including supporting the relevant codes of football and any other relevant sport disciplines, including but not limited to the FIFA Fair Play Code);
- 4.1.7.** Be affiliated to New Zealand Football ("NZF") and Northern Region Football (NRF") or its successor entities (and any other associations of other sports), and to cooperate with those relevant associations in promoting and providing facilities for the sport of football, and/or any other sports.
- 4.1.8.** Foster relations and potentially collaborate with other Clubs and bodies that have similar purposes.
- 4.1.9.** Aims to promote and foster diversity and the principles of the Treaty of Waitangi / Te Tiriti o Waitangi within the Club and the community within the Hibiscus Coast area as well as the Rodney District.
- 4.1.10.** Further the interests and welfare of the Club and to promote social functions for Members of the Club; and
- 4.1.11.** Carry on and do such other lawful things as are incidental or conducive to the attainment of the Club's purposes.
- 4.2.** Subject to the Act and in accordance with the purposes of the Club, the Club has the power to:
 - 4.2.1.** Purchase, lease, hire or otherwise acquire, hold, manage, provide, maintain, insure, sell, or otherwise deal with real and/or personal property and other rights, privileges, and licenses.
 - 4.2.2.** Control and raise money, including borrow, invest (subject to section 8, below), loan or advance monies and secure the payment of such money by way of mortgage or charge over all or part of any of its property and enter into guarantees.

- 4.2.3. Sell, lease, mortgage, charge or otherwise dispose of any property of the Club and grant such rights and privileges over such property as it considers appropriate.
- 4.2.4. Produce, develop, create, license, and otherwise exploit, use, and protect the intellectual property of the Club.
- 4.2.5. Receive and make gifts.
- 4.2.6. Any other powers that are lawful and incidental or conducive to the attainment of the Club's purposes, including but not limited to those further powers set out in section 8.1 of this Constitution.
- 4.3. The Club does not purport to achieve pecuniary gain and/or to confer any kind of ownership in the Club's assets on any Member.
- 4.4. Nothing in this Constitution authorises the Club to do anything which contravenes or is inconsistent with the Act or any other applicable legislation.

5. TIKANGA / CULTURE

- 5.1. The Club and its Board strives to uphold and instil the following tikanga or culture:
 - 5.1.1. Professional: In all we do on/off the field including being disciplined and respectful.
 - 5.1.2. Loyal: To all Club Members; to all teams.
 - 5.1.3. Ambitious: Determined and committed to being competitive; moving forward with continuous improvement.
 - 5.1.4. Community: Being an accessible hub for all players, Members, volunteers, schools, businesses.
 - 5.1.5. Enjoyment: To ensure all Members enjoy being involved with the Club in whatever aspect they choose.
 - 5.1.6. Diverse: To be respectful and inclusive of all genders, races, cultures, beliefs as well as views and opinions.
- 5.2. These Rules shall be interpreted having regard to that tikanga or culture.

6. MEMBERSHIP

- 6.1. The Club will maintain the minimum number of Members, as required by the Act.

6.2. BECOMING A MEMBER:

- 6.2.1. Any person wishing to apply to be a Member of the Club must:
 - i) Consent to becoming a Member, using the application method, and providing the information required by the Club at the time of application; and
 - ii) Pay any applicable Membership fees if and when due.
- 6.2.2. The Club reserves the right not to admit new Members if and as it thinks fit, without having to provide any reason for such a decision.

6.3. MEMBERSHIP CATEGORIES:

- 6.3.1. Ordinary Members: Ordinary Members are individuals admitted to Membership in accordance with this Constitution, who are involved and participate in the Club, its activities and/or administration. Provided that they are not indebted to the Club, ordinary Members are entitled to accessing or using the Club's premises, facilities, equipment and/or services; and participating in the Club's sports programs, competitions, and activities; and

attending, speaking and voting (if over 18 years of age) at General Meetings (Annual General Meetings and Special General Meetings; (If over 18 years of age) in Member Motions; and/or being elected (If over 18 years of age) to the Board as an Officer.

Ordinary Members include:

- i) Registered Playing Members, whose Membership subscription/fees are fully paid (unless waived by the Board), and who are not indebted to another Club at the time of admission to Membership.
- ii) Non-Playing Members (i.e., coaches, referees, other team officials, etc., as far as admitted to Membership and connected to a team at the Club and registered for the Club in the national database);
- iii) Office Holders/Board Members.
- iv) Parents/Guardians of players who are under the age of 18 whose Membership subscription/fees are fully paid (unless waived by the Board), and who are not indebted to this Club or another Club at the time of admission to Membership.

6.3.2. Associate Members:

Associated Members are individuals and/or body corporates, who are admitted to Membership in accordance with this Constitution, and who have an interest in the Club, its purposes and activities who join the Club without being actively involved in the Club like ordinary Members (for example, supporters, sponsors who may wish to join the Membership, etc.).

i) The rules under section 6.2, above, apply. Where the Associate Member is a body corporate, it must provide the Club with the name and contact details (postal and email address) of the person who is the body corporate's authorised representative (and promptly advise the Club of any changes to those details).

ii) Associate Members enjoy limited Membership privileges (namely, accessing the Club's premises, facilities, participating in Club functions and/or attending and speaking at General Meetings), however they have no voting rights, and they may not bring and/or participate in Member Motions, and/or request Special General Meetings.

6.3.3. Life Members:

Life Members are individuals who are recognised and honoured for outstanding services to the Club. Life Membership is granted for the lifetime of the Life Member. Life Members will have all the rights of ordinary Members and will be subject to all the same duties as a Member as set out below, except for the duty to pay subscriptions/Membership fees.

i) Any nomination for Life Membership considered by the Board will need to be submitted to the next Annual General Meeting for approval by way of resolution.

6.4. OBLIGATIONS AND RIGHTS OF MEMBERS:

- 6.4.1.** Every Member must provide the Club with their name, current contact details (Postal address, telephone number/s, and email address), and other details lawfully and reasonably required in relation to their Membership, and promptly advise the Club of any changes to those details.

- 6.4.2. Every Member must observe the Constitution of the Club (and of any association to which the Club is affiliated), as well as all rules, policies, and bylaws of the Club, and must not bring the Club into disrepute. Members must report to the Officers or the Board of the Club any irregularities affecting the Club or its Members.
- 6.4.3. Every Member must pay the applicable joining/subscription/Membership fees, levies, and/or fines to the Club at the time they are due or requested. The Board may set different Membership/subscription fees for different Membership categories and/or within such categories, and the Board may, in its sole discretion, exempt Members from the obligation to pay such fees.
- 6.4.4. Every Member has the Membership rights associated with their Membership category, as set out in section 6.3.
- 6.4.5. The Board may from time to time decide what access or use Members may have of and/or to any premises, facilities, equipment or other property owned, occupied or otherwise used by the Club, including any conditions of and fees for such access or use.
- 6.4.6. No Member is liable for an obligation of the Club by reason only of being a Member. However, nothing removes the liability of a Club Member in the event of a breach of fiduciary duty or other actionable wrongdoing by that Member.
- 6.4.7. Members may be fined, suspended, or expelled from Membership with the Club for cause and in accordance with this Constitution and the Club's relevant policies.

6.5. CESSATION OF MEMBERSHIP:

- 6.5.1. A Member ceases to be a member:
 - i) On death (or in case of a body corporate on liquidation/dissolution); or ii) On expiry of a Membership subscription; or
 - iii) By giving notice of resignation to the Board.
- 6.5.2. Further, the Club may terminate a Member's Membership with or without notice if:
 - i) A Member fails to pay due subscription/Membership fees and/or levies (in which case the Club also has the right to 'red-flag' the Member); or
 - ii) Subsequent a Member's admission to the Club's Membership, the Board receives information that that Member is still indebted to another Club; or
 - iii) A Member's conduct is in breach of the Constitution, any applicable code of conduct or requirements set out in the Club's regulations, bylaws, or policies, and/or a Member's conduct has the potential to bring the Club into disrepute, and the Board resolves to terminate the Member's Membership in accordance with the Club's applicable policy.
- 6.5.3. A Member who resigns or whose Membership is terminated in accordance with this Constitution;
 - i) Ceases to be entitled to any of the rights and privileges of a Member.
 - ii) Must not hold himself or herself out as a Member of the Club.
 - iii) Must return all property belonging to the Club; and
 - iv) Remains fully liable to pay all due subscription/Membership fees and/or levies or other fees or debts to the Club; and

v) Is not entitled to a refund of already paid subscription/Membership fees, unless the Board, in its sole discretion, agrees to a refund.

6.6. RE-ADMISSION OF FORMER MEMBERS:

6.6.1. Any former Member may apply for re-admission in the manner prescribed for new applicants for Membership. However, if a former Member's Membership was terminated for any of the reasons set out in section 6.5.2, above, the applicant may be re-admitted only by resolution of the Board.

6.7. MEMBER REGISTER:

6.7.1. The Club will maintain an up-to-date Membership register.

7. CLUB PRESIDENT:

- 7.1.** The president (may also be known as the chairperson) shall:
- i)** Support the representation of the Club to the Board and the wider community.
 - ii)** Is a conduit of supportive communication between the Board, sub committees, all Members, sponsors, key stakeholders, and the community.
 - iii)** Works to support positive relationships between the Board, sub committees, all Members, sponsors, key stakeholders, and the community.
 - iv)** Must perform all duties and operate in accordance with all Club policies and protocols, and always act in the best interests of the Club.
- 7.2.** The President is elected by Club Members during an Annual General Meeting.
- 7.3.** The term of presidency is one (1) year. A President may be re-elected without limitation to the number of terms.
- 7.4.** A President's tenure automatically ends at the end of their term, unless re elected. During the President's tenure, presidency may end if the President resigns, or in the event of a Special General Meeting that is called for this purpose.
- 7.5.** If presidency ends during the President's term, the position of presidency may remain vacant until the Club's next Annual General Meeting. Alternatively, the Board may initiate a Special General Meeting to elect and appoint a new President in accordance with the procedures that apply to General Meetings.
- 7.6.** For any person to be eligible for nomination of Club President, they must:
- i)** Be natural persons.
 - ii)** Be either Ordinary Members or Life Members or Associate Members.
 - iii)** Not disqualified by this Constitution or by law.

8. CLUB GOVERNANCE:

8.1. Role and Powers of the Board

- 8.1.1.** The Board is accountable to the Members of the Club for overseeing the advancement of the Club's purposes and the implementation of the Club's strategic plans and resolutions approved by any General Meeting.
- 8.1.2.** Unless expressly required to be undertaken by the Club at a General Meeting, the governance of the Club will be vested in the Board, which may exercise all the powers of the Club referred to in Clause 4.2, above, as well as the following:
- i)** Carrying out and/or delegating activities for the purposes of the Club and using monies or other property to do so.
 - ii)** Dealing with all matters related to Club Membership, Governance, and roles defined in this Constitution, including (without limitation) the resolution of complaints, Member grievances, or disputes.
 - iii)** Overseeing the Club's budget and financial affairs (including approving the annual financial statements for presentation to the Members at Annual General Meetings);
 - iv)** Determine, raise, and receive money by subscription/Membership fees, donations, fees, levies, entry or usage charges, sponsorship, government funding, community funding or otherwise. Joining/Membership/subscription fees, the due date and the manner for payment should be determined annually. The Board may determine different levels of Membership fees and other fees for different types of Members.
 - v)** Withholding agreement for transfers or requests for transfers until any debt owed by the relevant Member to the Club has been settled (Including fees, fines, levies, Club property, etc.), and notifying the relevant sport's governing body, as the case may be.
 - vi)** Making, amending, or revoking any regulations, bylaws, or policies in relation to the conduct and/or control of the Club's activities and purposes as it sees fit from time to time. Any such regulations, bylaws or policies are binding on all Members, provided they are not inconsistent with the Act or this Constitution or are otherwise unlawful.
 - vii)** Entering into contracts on behalf of the Club or delegate such power to a Board Member, employee, contractor, or other person.
 - viii)** Appointing employees and/or engaging contractors (including the power to determine terms of employment/engagement, and to amend or terminate such arrangements in accordance with the law), and/or volunteers, as it sees fit in order to achieve the Club's purposes. The Board may, at its sole discretion, delegate the Board's authorities and powers to duly appointed employees, contractors and/or volunteers, as it sees fit in order to achieve the Club's purposes. Any such delegations may be temporary or permanent and may be revocable by the Board at any time.
 - ix)** Establishing and appointing to committees and/or sub-committees for any purposes within this Constitution (including the promotion of other sporting and/or community groups within the Club), determining the scope of such committees' functions, and delegating authorities and powers to such

committees, as it sees fit to achieve the Club's purposes. The Board may revoke any such appointments and delegations at any time.

- 8.1.3.** Decisions of the Board bind the Club unless the Board's power is limited by this Constitution or by a majority decision of the Club.

8.2. BOARD COMPOSITION:

- 8.2.1.** The Board will consist of a minimum of five (5) and a maximum of seven (7) Members, who all must:

- i)** Be natural persons; and
- ii)** Be either Ordinary Members or Life Members of the Club; and
- iii)** Not disqualified by this Constitution or by law.
- iv)** Without this being a formal requirement, the Club will endeavour to achieve diversity within the board (for example, including but not limited to reflection of genders, ethnicity, etc.).

- 8.2.2.** At the AGM the following officers will be elected:

- i)** President.
- ii)** Treasurer (can be the same person as the Secretary);
- iii)** Secretary (can be the same person as the Treasurer).

- 8.2.3.** The Secretary will be the Club's Contact Officer and the Board will advise the Registrar of Incorporated Societies of the name and contact details of the Secretary, or any changes thereto.

8.3. DUTIES OF BOARD MEMBERS:

- 8.3.1.** Every Board Member must:

- i)** Regularly attend Board meetings and General Meetings and provide good governance for the Club.
- ii)** Act in accordance with the Act, this Constitution and any policies, bylaws, and procedures of the Club.
- iii)** Act in good faith and the best interests of the Club, having regard to the purposes of the Club.
- iv)** 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, the position of the Board Member, and the nature of the responsibilities undertaken by the Board Member.
- v)** Not agree to the activities of the Club being carried on in a manner likely to create a substantial risk of serious loss to the Club or to the Club's creditors, or cause or allow the activities of the Club to be carried on in a manner likely to create a substantial risk of serious loss to the Club or to the Club's creditors.
- vi)** Not agree to the Club incurring an obligation unless he/she genuinely believes (and has genuine grounds to believe) at the relevant time on reasonable grounds that the Club will be able to perform the obligation when it is required to do so.

- 8.3.2.** All Board Members will be subject to and must abide by the Club's policies managing conflicts of interest. The Board must keep a register of Board Members' disclosures (of conflicts of interest) which will be available at all reasonable times for inspection by Members of the Club.

8.3.3. The Club will indemnify its Board Members in relation to all authorised and reasonable expenses, costs and/or other liabilities they may incur in the course of the reasonable performance of their duties and responsibilities, except where expenses, costs or liabilities are the result of a Board Member's willful or negligent actions, breaches of (express or implied) duties, or other unlawful and/or unauthorised acts.

8.4. NOMINATION AND APPOINTMENT OF BOARD MEMBERS:

8.4.1. The Club's Board on date of the inception of this Constitution will be the existing Board elected at the previous Annual General Meeting or appointed in accordance with Rule 2 of the previous Constitution of the Club without the need for the process set out in this Constitution.

8.4.2. Prior to the adoption of this Constitution, every Board Member (including those who may be appointed between Annual General Meetings in the event of a vacancy) must consent to being a Board Member and must confirm in writing that they are not disqualified from being appointed or holding office as a Board Member by this Constitution or the Act. The following persons are disqualified from being appointed an Officer and/or holding office as a Board Member:

i) Under 18 years: a person who is under 18 years of age.

ii) Bankrupt: a person who is an undischarged bankrupt.

iii) Disqualified Director: a person who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Financial Markets Conduct Act 2013, or the Takeovers Act 1993;

iv) Disqualified Officer: a person who is disqualified from being a Member of the Committee of a charitable entity under section 31(4)(b) of the Charities Act 2005.

v) Dishonesty Offences: a person who, within the last seven (7) years, has been convicted of and sentenced for an offence under subpart 6 of Part 4 of the Incorporated Societies Act 1908, or a crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961), or an offence under section 143B of the Tax Administration Act 1994, or an offence, in a country other than New Zealand, that is substantially similar to an offence specified in the above subparagraphs i) to iii), or a money laundering offence or an offence relating to the financing of terrorism, whether in New Zealand or elsewhere;

vi) Property Order: A person subject to an order under section 108 of the Credit Contracts and Consumer Finance Act 2003, or a forfeiture order under the Criminal Proceeds (Recovery) Act 2009, or a property order made under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of that Act; and/or

vii) Paid Contributor: A person who is a paid employee of, or paid contractor to, the Club.

- 8.4.3.** A candidate's written nomination accompanied by the written consent of the nominee with a written confirmation in accordance with section 8.4.2 must be received by the Secretary of the Board at least fourteen (14) clear days before the date of the Annual General Meeting. The Board endeavours to notify Members by any means it considers appropriate five (5) clear days prior to the Annual General Meeting of all nominations for Board Membership for voting at the Annual General Meeting. The nomination and/or appointment process, or the Annual General Meeting and its business will not be invalidated simply because the Board did not notify Members in accordance with this section.
- 8.4.4.** Subject to section 8.4.1 of this Constitution, Board Members will be elected during Annual General Meetings by Member vote in accordance with the procedure set out in section 8.4.2 of this Constitution. Votes will be cast in such a manner as the person chairing the Annual General Meeting determines. In the event of any vote being tied, the tie will be resolved by the incoming Board (excluding those in respect of whom the votes are tied).
- 8.4.5.** Term of appointment:
- (i) Each Board Member shall, (subject to clauses 8.4, 8.5, 8.6 and 8.7) hold office for a term that commences at the conclusion of the Annual General Meeting at which he or she was elected ("Initial AGM") and ends at the conclusion of the Annual General Meeting held in the third calendar year occurring immediately after the calendar year in which the Initial AGM was held.
 - (ii) Upon expiry of that term, a Board Member shall be eligible for re-election for two further terms (of the same duration as in sub clause (a)) at the expiry of his or her original term. No Board Member may serve more than three consecutive terms, but subject to that limitation a member who has previously served three consecutive terms shall be entitled to seek re-election as a Board Member provided that they have vacated the position of Board Member for a period of four years or more from their retirement at the end of their previous term".
 - (iiv) If a Board Member is elected as chairperson or president, that Board Member shall, subject to clause 8.5, hold office as a Board Member until the later of the following dates:
 - (a) The date on which his or her term as a Board Member ends under clauses 8.5(i) or 8.5(ii), as applicable.
 - (b) The date on which he or she ceases to hold office as chairperson or president. For the purposes of this sub-clause, the date on which a Board Member ceases to hold office as chairperson or president shall include the date on which the term of his or her appointment as such ends in circumstances where he or she is not re-elected to hold such office for a further term. A Board Member shall not be regarded as ceasing to hold office as chairperson or president, if at the end of the term of his or her appointment as such, he or she is re-elected to hold office as Chairperson, as applicable, for a further term.

8.5. Term of Board Membership

8.5.1. Transitional provisions:

The following provisions shall apply to the Original Board Members:

(i) At the Annual General Meetings held in each of 2023, 2024 and 2025 two/three of the Board Members shall retire as Board Members. The Original Board Members to resign each year shall be the members who have served longest (in terms of total number of years served) as Board Members (including their tenure as Board Members prior to the date of these rules) unless another Original Board Member chooses to retire at the relevant Annual General Meeting.

(ii) If there are more than three Original Board Members who have each served longest terms, a ballot (in the absence of agreement between them) shall be held to determine those of the Original Board Members who ought to retire. A declaration by the chairperson/president (or, where the Chairperson is an Original Board Member who may be required to retire, the deputy chairperson/vice president if he or she is not subject to retirement) as to who has been selected to retire shall be conclusive.

(iii) Any retiring Original Board Member shall be eligible for re-election, and if re-elected, shall hold office as a Board Member for the term determined by and subject to clause 8.6 of these rules. The period of an Original Board Member's tenure from the date of these rules to the date of his or her resignation under the provisions of this clause shall be ignored for the purposes of determining the maximum term that may be served by that Board Member, should he or she be re-appointed as a Board Member following such resignation.

(iv) For the avoidance of doubt, the transitional provisions in this clause shall only apply to the Original Board Members and shall be of no further force or effect once all of the Original Board Members have retired in accordance with this clause (irrespective of whether or not any of such Board Members have been re- elected).

8.5.2. For the purposes of this schedule 1, "Original Board Members" means those individuals who held office as Board Members at the date these rules were approved by the Members (as recorded in clause 3.1 of these rules).

8.5.3. If a vacancy in the position of any Board Member occurs between Annual General Meetings, that vacancy will be filled by resolution of the Board. Any appointee must comply with the requirements set out in sections 8.2.1 and 8.4.2. The incoming Board Member's term of office will be the remainder of the vacating Board Member's term of office.

8.5.4. Within the Board's initial term of office as per section 8.5.1, if the positions of Chair, Secretary and/or Treasurer become vacant during their respective terms, the Board may appoint another Board Member to fill the vacancy until the vacating Officer's term of office would have expired. Should the vacating Officer remain on the Board after vacating his/her Officer position, his/her term of office will expire at the next applicable Annual General Meeting in accordance with section 8.5.1.

8.6. BOARD MEETINGS:

- 8.6.1.** Subject to this Constitution and/or the Act, the Board may regulate its own practice.
- 8.6.2.** The Board will meet at least monthly (but need only meet once in the December-January period) at such times and places and in such manner (including by audio, audio and visual, or electronic communication) as it may determine, and otherwise where and as convened by the Chair (or whoever else has the delegated authority to chair the meeting).
- 8.6.3.** Reasonable notice must be given in advance of Board meetings and no Board meetings may be held unless more than half of the Board Members attend.
- 8.6.4.** The Chair will preside at all Board meetings. In absence of the Chair, he/she will delegate this function to another Board Member.
- 8.6.5.** As far as is practicable, Board Members may attend Board meetings by telephone, through video conferencing facilities or by other means of electronic communication, provided that all persons participating in the Board meeting are able to hear (and/or see) each other effectively and simultaneously.
- 8.6.6.** In the absence of consensus, all decisions/resolutions of the Board will be by simple majority vote. In the event of a tied vote, the motion will be deferred to the next Board meeting. More than half of the Board Members attending will constitute a quorum. Only Board Members (physically and/or virtually) present at a Board meeting may vote at that Board meeting. Proxy and postal voting are not permitted. Voting will be by voices or, upon request of any Board Member and as far as practicably possible, by a show of hands or by a ballot.
- 8.6.7.** A decision/resolution in writing, signed or consented to by email, facsimile or other forms of visible or other electronic communication by a majority of the Board will be valid as if it had been passed at a meeting of the Board. Any such decision/resolution may consist of several documents in the same form each signed by one or more Members of the Board.
- 8.6.8.** Any Member of the Club is entitled to attend meetings and be able to voice their opinion/concerns, but they will not have the ability to vote. Members are able to address the board at an open forum prior to the beginning of the meeting.
- 8.6.9.** The Board must maintain adequate Minutes of its meetings.

8.7. CESSATION OF BOARD MEMBERSHIP:

- 8.7.1.** A person ceases to be a Board Member if/when:
 - i)** They resign by giving written notice to the Chair and Secretary; ii) Their term expires (and they are not re-elected);
 - iii)** They cease to be a Member of the Club pursuant to section 6.5; or iv) They no longer satisfy the requirements set out in section 6.4.2; or
 - v)** They are absent from Board meetings for three consecutive meetings without permission from the Chair (or the person acting as Chair); or
 - vi)** They are removed from the Board by a resolution of the Board or a General Meeting, due to the Board Member having breached his/her obligations under the Constitution and/or the Club's bylaws, policies or

procedures, and/or any relevant law. A resolution in this respect is passed by a two-thirds majority of those present and voting.

- 8.7.2.** Each Board Member must within seven (7) calendar days of submitting a resignation or ceasing to hold office, deliver to the Secretary all books, papers and other property of the Club held by such Board Member.

9. GENERAL MEETINGS:

- 9.1.** Annual General Meetings (AGM)
- 9.1.1.** Annual General Meetings will be held once a year on a date and at a time, and location determined by the Board in accordance with this Constitution and the Act.
- 9.1.2.** As far as is practicable, Annual General Meetings should be held within six (6) calendar months after the Club's balance date (i.e., the end of the Club's financial year).
- 9.1.3.** The business of Annual General Meetings will be in accordance with the Act, including but not limited to:
- i)** Adopting the annual report on the Club's business and affairs, including its financial affairs (balance sheet and statement of accounts for the preceding year) including proposed fee structure.
 - ii)** Electing the Board for the ensuing term.
 - iii)** Any Board Motions, Member Motions, and/or other general business.

9.2. SPECIAL GENERAL MEETINGS:

- 9.2.1.** Special General Meetings are meetings of the Members, other than Annual General Meetings, that are called for a specific purpose/matter or purposes/matters.
- 9.2.2.** Special General Meetings may be called at any time by the Board by resolution. In addition, Special General Meetings must be called by the Board if it receives a written request signed by at least 50 financial Members to call a Special General Meeting.
- 9.2.3.** Any resolution or written request for a Special General Meeting must state the purpose/matter that the Special General Meeting is to deal with.
- 9.2.4.** A Special General Meeting will only consider and deal with the purpose/matter specified in the Board's resolution or the written request by financial Members for the Meeting.

9.3. GENERAL MEETING PROCEDURES:

- 9.3.1.** Unless required otherwise by the Act, the rules relating to the procedure to be followed at Annual General Meetings and/or Special General Meetings will be as set out in this section.
- 9.3.2.** Venue: As far as is practicable, General Meetings may be held at one or more venues, using real-time audio/video that gives Members a reasonable opportunity to participate. Any decision by the Board in this respect will be binding.
- 9.3.3.** Notice: The Board will give Members at least 14 clear days' notice of the General Meeting and of the business to be conducted at that General Meeting (including any Board Motions and related information and/or recommendations). The General Meeting and its business will not be

invalidated simply because one or more Members do not receive the notice, or because the notice may be incomplete.

- 9.3.4.** Member Motions: Any Member who is eligible to vote (refer section 6.3) may request that a motion be voted on ('Member's Motion') at a General Meeting, by giving notice to the Board at least seven (7) clear days before the General Meeting. The Member may also provide information in support of the motion. The Board may decide not to put a Member's Motion forward for voting at a General Meeting, if, in good faith, it decides that the Member's Motion is defamatory, disparaging, vexatious, or otherwise inappropriate. However, if a Member's Motion is signed by at least 100 Members, then the Board must put the motion forward for voting in the General Meeting. The Board endeavours to notify Members by any means it considers appropriate three (3) clear days prior to a General Meeting of any Member Motions that will be put forward for voting at the General Meeting. The General Meeting and its business will not be invalidated simply because one or more Members do not receive the notice, or because the notice may be incomplete.
- 9.3.5.** Attendance: All Members may attend the Club's General Meetings. However, a General Meeting may only be held if at least 12 financial Members attend the General Meeting.
- 9.3.6.** Quorum: 12 financial Members (Board or non-Board Members) constitute a quorum. Unless otherwise required by this Constitution or the Act, the a simple majority of financial Members entitled to vote recorded will be binding. Any decisions made when a quorum is not present are invalid.
- 9.3.7.** Authority of Chair: All General Meetings will be chaired by the Chair unless the Chair delegates this to another Board Member or the President. The person chairing the General Meeting may direct persons to be removed from the General Meeting (for example, persons who are not entitled to be present, or persons who are abusive, obstructive, behave in a disorderly manner, or fail to abide by the Club's house rules or reasonable directions of the person chairing the General Meeting), and may adjourn the General Meeting if and when necessary (for example, in the absence of a quorum, or in the event of an emergency).
- 9.3.8.** Voting: Unless requires otherwise by the Act, the following rules apply regarding voting at General Meetings:
- i)** Only Ordinary Members and Life Members physically present at the General Meeting are eligible to vote, provided they are 18 years of age or over, and they are not indebted to the Club at the time of voting. Associated Members are not eligible to vote.
 - ii)** Ordinary Members under the age of 18 years cannot vote themselves but can be represented by a parent/guardian, provided that a parent/guardian will be entitled to a maximum of one vote where the parent/guardian is representing more than one Member under the age of 18 years. If the parent/guardian is a Member himself/herself, and eligible to vote in his/her own right, then the parent/guardian will nevertheless only have one vote (example, parent of two playing minors play himself/herself as a senior; the playing children will not have a vote and the parent will only have one vote in total (instead of three votes).

iii) The person chairing the General Meeting will, in good faith, determine whether to vote (in respect of any given motion) by show of hands or secret ballot.

iv) In the event of a tied vote, the Chair (or the person chairing the General Meeting) will have a casting vote.

v) In the event that a secret ballot is called, up to two scrutineers (who are not nominees for the Board and who have not put forward a Member Motion at the relevant General Meeting) may be appointed by the Chair (or an alternative person chairing the General Meeting) for the counting of the votes.

9.3.9. Minutes of General Meetings will be recorded and maintained by a Member of the Board.

10. FINANCES OF THE CLUB

10.1. The funds (and other property) of the Club must be controlled, invested, and/or disposed of by the Board in accordance with this Constitution and the Act.

10.2. Funds, including assets, property, and/or any financial gain made by the Club must be used reasonably and in accordance with the Club's powers and purposes, and must not be used for direct or indirect financial gain of its Members, either individually or collectively. However, the Board, being held fiscally responsible, may engage, hire or contract individuals with skills or training needed to assist in the functioning of the Club or to carry out the operations and/or purposes of the Club, providing compensation at prevailing rates of payment. Members of the Club (except for current Board Members) or their immediate families are eligible to seek such engagements, so long as their Membership is disclosed to, and their engagement authorised by the Board.

10.3. The Club may invest surplus funds in any safe and secure investments in which a trustee may lawfully invest.

10.4. The Club will maintain proper accounts and all funds must be banked into the Club's bank account, in accordance with proper procedures as determined by the Board.

10.5. The financial year for the Club begins on 1 October each year and ends on 30 September of the next year, which marks the Club's balance date.

10.6. The accounts and financial statements of the Club and any reporting thereof must be in accordance with the Act. Unless otherwise required by the Act, the Club's accounts and financial statements must be reviewed by an Accountant (who can be a Member of the Club but must not be a Board Member or an employee of the Club). The Board must provide the Accountant with access to all information/documentation in respect of the Club's financial affairs that is relevant for the review and the preparation of the Club's annual financial accounts.

10.7. The Club must determine, based upon the previous year's financial statement and in addition to 10.6 above, an auditor is required based upon the Club's annual expenses subject to current accounting financial reporting practice and principles.

10.8. The Club may by way of a resolution of the Board presented at either the Annual General Meeting or Special General Meeting called in accordance with clause 9.2, borrow such sums or sum of money as may be required

thereof and provide securities of the Club or by mortgage or charge upon all or part of the property of the Club provided that the Board shall not be powered to borrow above the sum of \$50,000.00 without the sanction of a Annual General Meeting or Special General Meeting called for that purpose.

11. DISPUTES

- 11.1.** If a dispute arises, the parties will meet in good faith to try and resolve the dispute informally.
- 11.2.** If the dispute has not been resolved within 14 days after the dispute has been notified by a party in writing, either party may give the other written notice requiring the parties to try and resolve the dispute at mediation.
- 11.3.** The parties will agree on a mediator or, if agreement cannot be reached within 7 days after notice has been given, a mediator will be appointed. Unless the parties agree otherwise, the mediation will take place within 21 days after a mediator has been appointed and the costs of the mediation, excluding the parties costs will be shared equally.
- 11.4.** If the parties do not resolve their dispute at mediation, they may agree in writing to resolve their dispute by arbitration before a single arbitrator, in that event:
 - a) the arbitrator will be appointed by agreement or, failing agreement within seven days after the parties have agreed to arbitration.
 - b) the costs of arbitration, excluding the parties' costs will be shared equally, unless the arbitrator determines otherwise.
 - c) the Second Schedule of the Arbitration Act 1995 will not apply; and
 - d) the arbitrator will determine the place and procedure for the arbitration.
- 11.5.** The parties agree that the existence of any dispute between them and the information relating to any dispute will, subject to this contract, remain strictly confidential.
- 11.6.** Any grievance by a Member, and any complaint by anyone, will be dealt with in accordance with the Act, any other relevant legislation, and the Club's dispute/complaint policy which will reflect any requirements of the Act and the principles of natural justice.

12. ALTERATION TO THE CONSTITUTION DISPUTES

- 12.1.** The Club may alter or replace this Constitution, or parts thereof, at a General Meeting by a resolution passed by a two-thirds majority of those Members present and voting. The voting rules set out in section 9.3.8 apply.
- 12.2.** Both, the Board or 100 financial Members may propose a motion to alter or replace this Constitution and call a Special General Meeting in this respect (unless it is part of the agenda of an Annual General Meeting) in accordance with the rules related to General Meetings set out in this Constitution, unless required otherwise in this section.
- 12.3.** In case of a proposed alteration by way of a Member Motion, the Board must make information available to all Members in respect of the proposed motion, the reasons for the proposal, and any recommendations the Board may have at least seven (7) clear days before the General Meeting at which any alteration or replacement of the Constitution is to be considered the Board. The Board may make such information available in any way it deems suitable in the circumstances. The General Meeting and its business will not be invalidated simply because one or more Members do not receive the Notice.

- 12.4. When an alteration is approved by a General Meeting it must be notified to the Registrar of Incorporated Societies in the form and manner specified in the Act for registration. Any alteration will take effect from the date of registration.

13. WINDING UP, MERGERS, AMALGAMATIONS AND DISTRIBUTION OF SURPLUS FUNDS AND ASSETS/PROPERTY

- 13.1. The Club may be wound up, or liquidated, and/or removed from the Register of Incorporated Societies in accordance with the provisions of the Act.
- 13.2. Unless required otherwise by the Act, any motion by the Board to propose the winding up of the Club (and/or the merger or amalgamation with another entity) and remove the Club from the Register of Incorporated Societies must be notified to Members and voted on in accordance with the procedure applicable to General Meetings. Any resolution to wind up the Club (and/or to merge or amalgamate with another entity) and/or to remove it from the Register of Incorporated Societies must be passed by a two-thirds majority of all financial Members present and voting.
- 13.3. Before the Club can be wound up and de-registered, its debts and liabilities must be paid.
- 13.4. If the Club is wound up, or liquidated, and/or removed from the Register of Incorporated Societies, its surplus funds, assets and property (after payment of costs, debt and liabilities) will be transferred to a sporting body with similar objectives and purposes to those of this Club, as will be resolved in the General Meeting. Surplus funds, assets or other property must not be distributed to any Member.