



North Harbour Football and Sports Club Incorporated
Constitution as at November 2014

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1. INTERPRETATION

1.1 In these Rules and unless the context otherwise requires:

AGM: means the Annual General Meeting of the Members of the Club.

Board: means the Control Board or Committee of the Club constituted in accordance with **Rule 13 (The Board)**.

Club: means the Society incorporated under these Rules as referred to in **Rule 2.0 (Name)**.

Federation: means the District Federation to which the Club is affiliated.

Fees: means all fees, levies, subscriptions and any other monies whatsoever due to be paid by a Member to the Club, or to the NZ Sport Code Governing Body under these Rules.

FIFA: means the Federation Internationale de Football Association. Also known as Association Football as governed internationally by FIFA.

Football: means the game also known as Association Football as governed internationally by FIFA.

General Meeting: means a general meeting of the Members of the Club.

In Writing: means letter, email or fax.

Member: means a Member of the Club in accordance with Rule 10 (Members).

Month: means calendar month.

NZF: means New Zealand Football Incorporated or equivalent future identities.

Regulations and Bylaws: means any Regulations and Bylaws of the Club made under **Rule 5.6 (General Powers)**.

SGM: means a Special General Meeting of the Members of the Club.

The Ruling Governing Sporting Body of the individual sports of which the Club is involved with.

2. NAME

The name of the Club shall be called: **North Harbour Football and Sports Club Incorporated.**

3. OBJECTS

The objects for which the Club is established are to:

- 3.1** Foster, advance, promote, encourage, support the playing and training to a high standard of amateur Football in accordance with NZF and Federation rules and the Laws of the Game.
- 3.2** Fund, via levies, sponsorship, donations and all other appropriate means, the development of Football and other sports under the name of North Harbour Football and Sports Club Incorporated.
- 3.3** Make, adopt, vary and publish the rules, regulations, by-laws and any other conditions required by any sport code governing body and to take all such steps as shall be deemed necessary or advisable or required by Sport Code Governing Body for enforcing such rules, regulations and by-laws.
- 3.4** Take all such steps as shall be deemed necessary or advisable for preventing infringements of the Laws of Sport or other improper methods or practices in the Sport and for protecting the Sport from abuses.
- 3.5** Provide means for, and to endeavour to, decide and settle all differences that may arise between Members or involving Members in relation to the Sporting Code including in relation to due compliance with the Laws of the Sport and to make such provisions for enforcing any award or decision as Sport Code Governing Body (as the case may be) shall deem proper.
- 3.6** Do all such things that are incidental or conducive to the attainment of the above objects.
- 3.7** To act alone or with any other Club in the interest of amateur sport.
- 3.8** To exercise all or any of the powers conferred upon associations/clubs by the Incorporated Societies Act 1908 with amendments.
- 3.9** The Club shall be empowered to do all things necessary which are incidental to and necessary for the attainment of the Objects of the Club.
- 3.10** To purchase, take on lease, or exchange, hire, or otherwise erect or acquire, any property, real or personal, and any rights or privileges which the club shall think necessary or expedient for the purposes of attaining the objectives of the Club.
- 3.11** To borrow or raise money, issue debentures, conduct creditor accounts, enter into any contract or agency, to charge or mortgage all or any part of the property and assets of the Club.
- 3.12** To invest, control and dispose of the funds and property of the club as may be considered necessary, and without in any way limiting the foregoing:
 - 3.12.1** To invest in such securities as are authorised trustee securities.
 - 3.12.2** To advance and lend money to any affiliated club or committee upon such terms and conditions as thought fit.
 - 3.12.3** To employ workers, servants or agents as the club may consider necessary.
- 3.13** To sell, manage, improve, develop, exchange, lease, dispose of, and turn into account or otherwise deal with all or any part of the property or assets of the club.
- 3.14** To receive any gifts or bequests whether subject to any trust, or restriction or not and to administer such gifts, bequests to trusts.

4. PROPERTY OF THE CLUB

The Club must apply all property and income of the Club towards the promotion of the objects or purposes of the Club and no part of that property or income to be paid or otherwise distributed, directly or indirectly, to members of the Club, except in good faith in the promotion of those objects or purposes.

5. POWERS OF THE CLUB (as conferred by Section 13 of the Act).

5.1 To acquire, hold, deal with, and dispose of any real or personal property;

5.2 To open and operate bank accounts;

5.3 To invest its money –

5.3.1 In any security in which trust moneys may be invested; or

5.3.2 In any other manner authorised by the rules of the Club;

5.4 To borrow money upon such terms and conditions as the Club thinks fit;

5.5 To give such security for the discharge of liabilities incurred by the Club as the Club thinks fit;

5.5.1 To appoint agents and employees to transact any business of the Club on its behalf for reward or otherwise;

5.5.2 To build construct erect maintain alter and repair any premises building or other structure of any kind and to furnish equip and improve the same for use by the Club **in accordance with any controlling lease on the building;**

5.5.3 Accept donations and gifts in accordance with the objects of the Club;

5.5.4 Print and publish any information by any media including newsletters, newspapers, articles, leaflets, social media or websites for promotion of the Club;

5.5.5 Provide gifts and prizes in accordance with the objects of the Club;

5.5.6 Organise social events for Members and the promotion of the Club; and

5.5.7 To enter into any other contract the Club considers necessary or desirable.

5.6 General Powers

The Club shall have all powers generally exercisable by and/or available to an Incorporated Society under the laws of New Zealand including without limiting the foregoing all powers necessary or desirable for the attainment of its objects but subject in all cases to these Rules and to Sport Code Governing Body and policies.

5.7 Power to make Regulations and Bylaws

The Club shall have the power to make, adopt, vary and publish Regulations and By-laws, but not inconsistent with these Rules or with any Sport Code Governing Body rule or policy, which it may consider necessary or expedient for the purposes of carrying out its duties.

5.8 Restrictions on Powers

5.8.1 The Club shall not, and nothing expressed or implied in these Rules shall permit, the activities of the Club to be carried on for the personal pecuniary profit of any Officer or Executive or Manager of the Club or associated person of such Officer or Executive or Manager, nor shall any distribution, whether by way of money, property or otherwise be made to any such Officer, Executive or Manager or associated person except where the income benefit or advantage is derived from:

- (a)** Services provided to the Club rendered in the course of business and charged at no greater than current market rates; or
- (b)** Interest on money lent at no greater than current market rates.

5.8.2 For the purposes of **Rule 5.8.1 (Restriction on Powers)** such Officer, Executive or Manager or associated person shall be deemed to derive a personal pecuniary profit in the following circumstances: if money, property or assets are lent or leased to such person at less than current commercial rates having regard to the nature and terms of the transaction.

5.8.3 For the purposes of **Rule 5.8.2 (Restriction on Powers)** such Officer, Executive or Manager or associated person shall be deemed to have a personal pecuniary interest in a transaction of the type referred to where that person:

- (i)** Is a Shareholder or Director of any company which is party to the transaction; or
- (ii)** Is a Settler or Trustee of a trust or a Shareholder of any company which is party to such a transaction;

5.8.4 For the purposes of **Rule 5.8.1 (Restriction of Powers)** the meaning of the term "associated person" is as that term is defined in the Income Tax Act 2007.

5.9 General Restrictions on Payments to Members

5.9.1 Any income, benefit or advantage accruing to the Club shall be applied to the purposes of the Club.

5.9.2 No Member of the Club or any person associated with a Member shall participate in or materially influence any decision made by the Club in respect of the payment to or on behalf of that Member or associated person of any income, benefit or advantage whatsoever.

5.9.3 Any such income paid shall be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value).

5.9.4 The provisions and effect of this Rule shall not be removed from this document and shall be included and implied into any document replacing this document.

6. NOTICES

All notices requiring to be given by these rules shall be deemed to have been given if they have been posted addressed to the last known address of the addressee, including email.

7. COMMUNICATIONS

7.1 The Club shall nominate one person, either from its membership or otherwise, as its official point of contact with the Sport Code Governing Body.

7.2 Upon such person being nominated whether initially or by way of replacement, the Club shall forthwith notify the Sport Code Governing Body of the name, address and preferred method of communication of that person.

7.3 In default of notification to the Sport Code Governing Body of any such nomination, the Sport Code Governing Body shall communicate only with the Club's Secretary.

8. RELATIONSHIP TO SPORT CODE GOVERNING BODIES

The Club shall become and remain a member of the The Sport Code Governing Body and shall adopt and retain as its rules and policies any rules and policies which may be prescribed for that purpose by The Sport Code Governing Body and shall be bound by and comply fully with and conduct its affairs in accordance with such rules and policies, provided it does not conflict with any other rules of the club.

9. CLUB COLOURS

The Club colours are **predominately Red.**

10. MEMBERSHIP

Membership of the Club shall be confined to the following:

10.1 Membership shall be open to any person who wishes to further the interests of the Club.

10.2 Any person seeking membership shall make application to the Management Committee, and the Management Committee shall determine whether the application is successful or not.

10.3 Each person admitted to membership shall be;

10.3.1 Bound by the Constitution and By-laws of the Club.

10.3.2 Come liable for such fees and subscriptions as may be fixed by the Club.

10.3.3 Entitled to all advantages and privileges of membership.

10.4 Management Committee or Employee to maintain an up to date register of members of the Club.

10.5 A member may at any reasonable time inspect the records and documents of the Club.

10.6 Membership Categories:

10.6.1 ORDINARY MEMBER

Any person who is a financial member of the Club is entitled to hold any office and enjoy the privileges of the Club.

10.6.2 JUNIOR/YOUTH MEMBER

Any person under the age of 18 years at the commencement of the Club's financial year, and playing in an aged group junior or youth team may become a Junior/Youth Member. Junior/Youth Members shall have no voting rights nor be entitled to hold any office.

10.6.3 SOCIAL MEMBER

Persons (parents, partners, spouses, children and immediate family of other club members) other than ordinary members who are interested in promoting the Club, but who do not wish to participate in the playing activities of the Club, may become a Social Member. Such patron/s or vice patron/s shall not be eligible to vote unless they are current members of the Club under another category of membership conditional upon **Rule 18.4 (Voting Rights at all General Meetings)**.

10.6.4 HONORARY MEMBER

10.6.4.1 All Honorary Members of the Club have no voting rights unless they are current members of the Club under another voting category of membership.

10.6.4.2 Honorary Members shall be chosen from persons who have given lengthy service or made major contributions for the support and benefit of the Sport within the Club.

10.6.4.3 Honorary Members shall be elected by (and may be removed by) a majority vote at the AGM of those present and entitled to vote.

10.6.4.4 Any Member nominating an Honorary Member must forward, in writing, a brief account of the candidate's service and/or contribution, to the Board not later than one month (or such later date as the Board may allow) before the date for holding the AGM at which the nomination is to be considered. The Board may, in its absolute discretion, decide whether or not to recommend the nomination to the AGM.

10.6.4.5 All Presidents of the Club shall automatically become Honorary Members of the Club upon retirement unless removed from office prior to the expiry of their respective terms.

10.6.4.6 The Board of its own accord may propose a person as an Honorary Member.

10.6.4.7 Honorary Members shall be exempt from the payment of Fees from AGM to AGM but shall have no voting rights.

10.6.4.8 Term of Office of Elected Honorary Members each Honorary Member who has been elected to that position shall (subject to **Rules 13.3 Eligibility to be a Board Member**) hold office for a term expiring at the close of the AGM held in the year after the year in which he or she was elected.

10.6.5 LIFE MEMBER

The Management Committee may elect any member as a Life Member who has given outstanding service to the Club. Any member may nominate a person to the Management Committee for consideration for Life Membership.

- 10.6.5.1** Life Members shall be members who have provided outstanding special services or made outstanding contributions to the Sport within the Club.
- 10.6.5.2** Life Members shall be elected by (and may be removed by) a majority vote at the AGM of those present and entitled to vote.
- 10.6.5.3** Any Member nominating a Life Member must forward a brief account of the candidate's service and/or contribution, in writing, to the Board not later than one month (or such later date as the Board may allow) before the date for holding the AGM at which the nomination is to be considered. The Board may, in its absolute discretion, decide whether or not to recommend the nomination to the AGM.
- 10.6.5.4** The Board of its own accord may propose a member as a Life Member.
- 10.6.5.5** Life Members shall be exempt from the payment of Fees.
- 10.6.5.6** Shall have full voting rights

10.6.6 PATRON

The Club may, at its discretion, elect a patron/s or vice patron/s of the Club for such period as may be deemed necessary. Such patron/s or vice patron/s shall not be eligible to vote unless they are current members of the Club under another voting category of membership.

10.6.7 EMPLOYEES

Can enjoy the privileges of the Club measured by their contract. Such employees shall not be eligible to vote unless they are current members of the Club under another voting category of membership.

10.6.8 COMMITTEE MEMBER

Current committee members of the club have full voting rights.

10.6.9 HEAD COACH

- 10.7.9.1** The Club Head Coach shall be responsible for the coaching, training, team selection, supervising, recruiting and evaluating all players of the Club's First Team.
- 10.6.9.2** The Club Head Coach shall also be responsible for supervision and evaluating coaching staff, administration, cost control, monitoring and communication to/from the team and to/from the Club Board as it relates to the Club's First Team.
- 10.6.9.3** The Club Head Coach shall be appointed by the Board prior to the commencement of each playing season after the position has been advertised in at least one public newspaper unless prior arrangement/termination has been agreed by the Club Board.

10.6.9.4 The Board shall have the right to engage a Club Head Coach for a minimum term of three (3) years as the initial term and may extend the Head Coach's role for a minimum of one (1) year if it deems necessary or advertise the position.

10.6.9.5 The Board shall draw up a contract between the Club and the Club Head Coach setting out his or her terms and conditions of employment and shall have the right to determine his or her remuneration and/or general expenses and/or termination clauses.

10.6.9.6 For the purpose of **Rule 26 (Misconduct)** hereof the Club Head Coach shall be deemed to be a Club Member.

10.6.10 RESERVE COACH

10.6.10.1 The Club Reserve Coach shall be responsible for the coaching, training, team selection, supervising, recruiting and evaluating all players of the Club's Reserve Team.

10.6.10.2 The Club Reserve Coach shall also be responsible for supervision and evaluating coaching staff, administration, cost control, monitoring and communication to/from the team and to/from the Club Board and to/from the Club's Head Coach as it relates to the Club's Reserve Team.

10.6.10.3 The Club Reserve Coach shall be appointed by the Board prior to the commencement of each playing season after the position has been advertised in at least one public newspaper unless prior arrangement/termination has been agreed by the Club Board.

10.6.10.4 The Board shall have the right to engage a Club Reserve Coach for a minimum term of three (3) years as the initial term and may extend the Reserve Coach's role for a minimum of one (1) year if it deems necessary or advertise the position.

10.6.10.5 The Board shall draw up a contract between the Club and the Club Reserve Coach setting out his or her terms and conditions of employment and shall have the right to determine his or her remuneration and/or general expenses and/or termination clauses.

10.6.10.6 For the purpose of **Rule 26 (Misconduct)** hereof the Club Reserve Coach shall be deemed to be a Club Member.

10.6.11 AFFILIATED CLUBS OR TEAMS

Any member club of the Sport Code Governing Body, such patron/s or vice patron/s shall not be eligible to vote unless they are current members of the Club under another voting category of membership.

- 11. PRIVILEGES AND OBLIGATIONS OF MEMBERSHIP**
- 11.1** Every Member shall strictly observe these Rules and Values as amended from time to time, and shall strictly observe the standards of ethical and sporting conduct as determined by the Club.
- 11.2** Every Member shall pay, as and when due, all Fees and Levies which he or she maybe or become liable in accordance with these Rules as set at the AGM.
- 11.3** Every member shall pay as and when due any fines imposed by the Club or Sport Code Governing Body.
- 11.4** Every Member shall furnish to the Board such information and particulars as are reasonably required by the Board to achieve its objects hereunder including that Member's address and contact details.
- 11.5** Rights of membership shall be individual and shall not be assigned or transferred in any way.

12. CESSATION OF MEMBERSHIP

- 12.1** Any member may at the discretion of the Board cease to be a member and be removed from membership in any of the following events:
- (a)** If the Member resigns.
 - (b)** If the Member fails to duly pay any all outstanding monies and/or equipment returned.
 - (c)** If the Member is disqualified by the Club for breach of these Rules.
- 12.2** Lapse of membership for non-payment of Fees shall occur if payment is not made 28 days after the official published open/start date of the season/league/tournament or competition.

13. BOARD MEMBER & BOARD INFORMATION

Current Board Members of the Club have full voting rights.

13.1 The Board

The affairs of the Club shall be governed by a Board formed in accordance with this Rule.

13.2 Composition of the Board

The Board shall consist of a maximum of seven (7) Members, with a minimum of five (5) members. Provided that the Board shall have the power, to exercise when it sees fit, of co-opting or appointing other Members pursuant to **Rule 13.6 (Co-opted Members)**.

13.3 Eligibility to be a Board Member

No-one shall be eligible to stand for or be appointed as a Board Member if they would be disqualified from remaining in office in accordance with **Rule 13.7 (Termination from the Board)**.

13.3.1 No member/family shall be eligible to stand or be a board member if they reside at the same address.

13.3.2 Subject to **Rule 13.3 (Eligibility to be a Board Member)** any Board Member may stand for a further term at any time at or after the expiry of their prior term.

13.4 Election of Board

An election shall be held every year at the Club's AGM for the appointment of the Board. A SGM can be held if additional/replacement Board Member/s are required throughout the year.

13.4.1 The Club shall call for nominations for positions on the Board in or with the notice convening the AGM. Nominations may be accompanied by the nominee's full curriculum vitae and his or her acceptance of the nomination in writing. Candidates may if they wish also supply a brief written presentation setting out their reasons for seeking election to the Board. These should not exceed two hundred and fifty (250) words in length. The closing date for nominations shall be one (1) week (7 days) prior to the AGM. Floor nominations may be taken if agreed by the Board prior to the commencement of the AGM.

13.4.2 The highest polling candidates shall be declared elected. In the event of a tie in votes for the winner of a particular vacant place the lower polling candidates shall be declared not to have been elected and a second ballot (and, where necessary, succeeding ballots) of the tied candidates shall be held to determine the winner.

13.4.3 Should only one valid nomination be received for the position of an Officer's position, then a vote for or against the nominee will be held.

13.5 Term of Office of Elected Board Members

Each Board Member who has been elected to that position shall (subject to **Rules 13.3 (Eligibility to be a Board Member)**) hold office for a term expiring at the close of the AGM held in the year after the year in which they were elected.

13.6 Co-opted members

The Board shall have the power to co-opt up to two additional Board Members for specific purposes, such co-opted Members to have expertise in a particular area. Co-Opted Members may have such voting and other rights at Board meetings as the Board shall in its discretion confer. Co-opted Members shall hold office at the Board's discretion but not longer than the close of the next following AGM after appointment.

13.7 Termination and Removal from the Board

A person shall cease to be a Member of the Board upon the happening of any one of the following events:

- (a)** If they resign their seat on the Board.
- (b)** If they are absent from three (3) consecutive meetings of the Board without the consent of the Board.
- (c)** If the person is convicted by a competent tribunal of an offence which, in the opinion of the Board, renders the person unfit to be a Member of the Board.
- (d)** If they disrespect values, policies or rules & regulations of the Club.

- 13.7.1** The removal of a person from office as a Member of the Board in accordance with any of the provisions of **Rule 13.7 (Termination and Removal from the Board)** shall occur as follows:
- (a)** In the circumstances referred to in **Rules 13.7 (b, c & d)**, upon the passing of a resolution by the Board to the effect that the relevant conditions are satisfied,
- (b)** In all other cases, upon the occurrence of the relevant event.
- 13.7.2** When any meeting of the Board is held for the purpose of considering a resolution for the removal of a Member of the Board the person in question shall be notified and be entitled to be present and be represented and to respond to the claims made but shall not form part of the quorum and shall not be entitled to vote on the resolution.
- 13.7.3** The Board may declare in relation to any candidacy for election as a Board Member (whether before or after the election takes place) that the candidate is not eligible and is disqualified from office in accordance with the provisions of **Rule 13.3 (Eligibility to be a Board Member)**.

14. OFFICERS OF THE CLUB

Management of the Club shall be vested in the Board elected by the members at the Annual General Meeting (AGM) and consisting of:

- 14.1** The President.
- 14.2** The Vice President.
- 14.3** The Secretary.
- 14.4** The Treasurer.
- 14.5 Duties of the President:**
- 14.5.1** Preside over all Club and General Meetings of the Club.
- 14.5.2** Uphold the Rules/Constitution of the Club.
- 14.5.3** Represent, and be the voice of the Club, where able, at any meetings or negotiations with other organisations.
- 14.5.4** Provide leadership and guidance to the Club, and ensure that all members receive fair and impartial consideration.
- 14.6 Duties of the Vice-President:**
- 14.6.1** To assist the President in their duties.
- 14.6.2** If President is unable to attend a meeting then the Vice-President will assume the President's duties.
- 14.7 Duties of the Secretary:**
- 14.7.1** Attend Board, Committee and Club Meetings.
- 14.7.2** Keep a true and proper record of the affairs of the Club and shall keep the minutes of all meetings. The minutes should be circulated to all members of the Committee.
- 14.7.3** Conduct all general correspondence and keep copies of such correspondence.
- 14.7.4** Maintain a roll of all members of the Club, their names, addresses and date of joining.
- 14.7.5** Issue receipts for all incoming funds.
- 14.8 Duties of the Treasurer:**
- 14.8.1** Keeps the books and accounts of the Club.
- 14.8.2** Render all such financial statements of the Board or the Club may require.
- 14.8.3** Pay all accounts after approval is given by the Board.
- 14.8.4** Prepare the Annual Statement of Accounts and Balance Sheet and submit for auditing.

14.8.5 Submit audited financial accounts to the Companies Office within four weeks of the AGM.

14.9 Should an Officer vacate office during their term the Board can elect an existing Board member as a replacement Officer or call an SGM for election of replacement Officer.

14.10 No person shall hold more than one position on the Board at any one time. A person shall cease to be a member of the Board at the conclusion of the Annual General Meeting (AGM) which follows their election and they will be eligible for re-election pursuant to **Rule 13.7 (Termination and Removal from the Board)**.

14.11 Current Officers of the Club have full voting rights.

15. FEES

15.1 CLUB FEES

15.1.1 Fees to be set by resolution at the AGM. Such fees will include Levies payable to governing bodies under **Rule 15.2 (Sport Code Governing Body Levies)**.

15.1.2 Extra subscriptions and levies may be fixed by resolution of a SGM of its members.

15.1.3 Lapse of membership for non-payment of Fees shall occur if payment is not made within 28 days after the official published open/start date of the season/league/tournament or competition.

15.2 SPORT CODE GOVERNING BODY LEVIES

The Club shall make best endeavours to pay to the Sport Code Governing Body such Levies as are imposed by the Sport Code Governing Body.

15.3 DISPENSATION

Members who consider the payment of Fees a hardship may apply, in writing, either to the Board or to the relevant Committee for a dispensation in relation to such payment. The Board may in its absolute discretion, decide how and when any such Fees are to be paid.

16. POWERS AND DUTIES OF THE BOARD

Subject always to **Rule 23 (Major Transactions)**:

16.1 The Board shall carry out the day-to-day running of the Club and shall have the power to:

16.1.1 Administer the finances, appoint bankers, and direct the opening of banking accounts for specific purposes and to transfer funds from one account to another, and to close any such account.

16.1.2 Fix the manner in which such banking accounts shall be operated upon, providing the Board passes all payments.

16.1.3 To enforce payment of fees and subscriptions payable by members and such levies, fines and charges as is deemed necessary and advisable.

16.1.4 Adjudicate on all matters brought before it in any way affect the Club.

16.1.5 Cause minutes to be made of all proceedings at meetings of the Board and General Meetings of members.

- 16.1.6** Make, amend and rescind rulings and By-Laws.
- 16.1.7** Have the power to form and appoint any sub-committee/s as required for specific purposes as listed in **Rule 16 (Powers and Duties of the Board)** denoted by the Board's direction and minuted.
- 16.1.8** May, at their discretion, employ a person or persons to carry out certain duties required by the Club, at salaries or remunerations for such period of time, as may be deemed necessary.
- 16.1.9** Appoint an office/s or agent of the Board to have custody of the Club's records, documents and securities.
- 16.1.10** All legacies, endowments, donations or gifts of money or other real or personal property unless given to the Club for any specific object shall be dealt with by the Board as the Board may think fit for the general purposes of the Club.
- 16.1.11** Without limiting the generality of the powers referred to in these Rules the Board may do any of the following:
Develop, organise, conduct, control coaching, training, competitions and programs of education to promote and advance the Sport.
- 16.1.12** Purchase, lease, rent, hold, furnish, or deal with any other property of the Club as the Board may think fit.
- 16.1.13** Institute, conduct, defend, compound or abandon any legal proceedings by and against the Club or its Officers or otherwise concerning the affairs of the Club and also compound and allow a time for payment or satisfaction of any debts due or of any claim or demand by or against the Club.
- 16.1.14** Invest and deal with any moneys of the Club upon such security and in such as it thinks fit, and from time to time vary such investments as it thinks fit provided that no individual investment over the amount **\$80,000 secured or \$50,000 unsecured** shall be made without the approval of the Members voting at General Meeting.
- 16.1.15** It may appoint a trustee or trustees either from its own Officers, Board Members, Members or otherwise and including, if it deems fit, a corporate body to acquire and hold upon trust for the Club at the Board's discretion the securities or other property, real or personal, acquired as a result of any such investment as per **Rule 16.1.14 (Dollar Values)**.
- 16.1.16** Borrow or raise money from banks and other sources with or without any security or give guarantees upon such terms as the Board shall think fit as per **Rule 16.1.14 (Dollar Values)**.
- 16.1.17** Negotiate enter in to and deal with arrangements with sponsors pursuant to **Rule 22 (Sponsorship)**.
- 16.1.18** Organise and conduct social functions, raffles and other legal schemes and devices whatsoever for the purpose of raising Club funds including the sale of alcoholic and non-alcoholic beverages and the sale of food stuff of all kinds.
- 16.1.19** Make payments to Club Members for reimbursement of expenses.

17. PROCEEDINGS AT BOARD MEETINGS

Subject to this Rule the Board shall fix its own procedures and standing orders.

- 17.1** The Board may meet, adjourn and otherwise regulate its meetings as the Board shall think fit subject to these Rules. Subject to **Rule 17.8**, the Board shall meet personally by way of regular scheduled meetings during the Board's term of office.
- 17.2** A quorum of the Board shall be five (5) Members. The Board may continue to act notwithstanding any vacancy in its membership so long as there is a quorum provided that if the number of Members of the Board falls at any time to less than five.
- 17.3** A meeting of the Board shall be convened at any time upon the request of the President or of such number of the Board Members as is sufficient to form a quorum (5).
- 17.4** Reasonable advance notice of the time, date and place for the holding of every Board meeting shall be given to all Board Members, and may be given by a recognised form of communication.
- 17.5** Subject to **Rule 23 (Major Transactions)** questions arising at any meetings of the Board shall be decided by the majority of the votes recorded and each Member present personally shall have one vote. No proxy votes shall be allowed.
- 17.6** At all meetings of the Board the President shall preside as chairperson or in his or her absence then Vice President shall assume President duties. In the absence of both President and Vice President, then a Chairperson shall be elected from among the Board Members present.
- 17.7** Where there is an equality of votes cast on any matter the Chairperson of the meeting shall have a second or casting vote which shall be a deliberative vote and may be cast for or against the resolution.
- 17.8** The Board may conduct its meetings wholly or partly by telephone or by teleconference or by electronic or other means provided however that all Board Members present or otherwise attending in terms of this Rule shall be in simultaneous contact or communication with one another throughout the entirety of the meeting unless permission is sought by and given to a Board Member wishing to retire from the meeting at any stage.
- 17.9** Decisions of the Board shall not be invalidated merely because of procedural defects in the calling and holding of any Board meeting at which the decision was made.

18. GENERAL MEETINGS

General Meetings shall be either Annual General Meetings or Special General Meetings.

18.1 Annual General Meeting

- 18.1.1** An AGM shall be held once in every year on a date to be set by the board, but not earlier than **Six (6) Weeks** after the end of the Club's financial year and not later than five (5) months after the end of the Club's financial year.

- 18.1.2** The purpose and business of the AGM shall be to:
- (a)** Receive the Board's Annual Report;
 - (b)** Present the annual financial statements and the financial review report or auditors report to Members;
 - (c)** Elect Officers, Board Members, Honorary Members, Patrons and Life Members in accordance with these Rules;
 - (d)** Consider any other business submitted by the Board or submitted by a Member in accordance with **Rule 18.3.2 (Proceedings at all General Meetings)**.

18.2 Special General Meeting

- 18.2.1** A SGM may be convened at any time by the Secretary:
- (a)** On receiving a requisition signed by at least twenty financial Members.
 - (b)** On receiving a direction from the Board.

18.3 Proceedings at all General Meetings

18.3.1 At least **21 Days'** notice by way of advertisement in a paper circulating in the area in which the Club is based of all General Meetings shall be given to all financial Members of the Club and such notice shall also state the object of the proposed meeting and only such business as specified in the notice shall be transacted.

18.3.2 No General Meeting shall consider any business which has not been the subject of a written notice submitted by a Member not less than **fourteen (14) days before in writing** prior to the General Meeting (unless it has been submitted by the Board) explaining the business to be transacted.

18.3.3 General Business can be submitted for consideration to be part of the General Meeting.

18.3.4 Decisions of the Club made in General Meeting (including the election Board Members and other Officers) shall not be invalidated merely because of procedural defects in the calling and holding of the General Meeting.

18.3.5 The quorum for all General meetings shall be not less than **Sixteen (16)** financial members.

18.3.6 All questions arising of any General Meeting shall be decided by the majority of the votes recorded.

18.4 Voting rights at all General Meetings

18.4.1 All Members at General Meetings shall have one vote, per topic, each. The vote of a Junior Member may be exercisable by either Parent of the Member.

18.4.2 In the event of a tie in voting on any issue, neither the President nor other Chairperson shall have a casting vote and the status quo shall remain. Ties in relation to the election of Board Members and Officers shall be dealt with pursuant to **Rules 13 (The Board)** and **Rules 14 (The Officers of the Club)** hereof respectively.

18.4.3 No Member shall be entitled to vote at any General Meeting while he or she is under any pecuniary liability to the Club which has existed for more than two (2) months.

18.4.4 In the event that a Club has a policy whereby multiple membership arises out of the payment of a single Fee, then that membership shall only be entitled to exercise one vote.

18.4.5 No proxy votes shall be allowed.

18.5 Voting procedures at all General Meetings

18.5.1 The President or other Chairperson at any General Meeting shall appoint two (2) Scrutineers from Members present prior to any vote being taken.

18.5.2 Every question submitted to a General Meeting shall be decided in the first instance on a show of hands.

18.5.3 If a poll is requested by any two Members it shall be taken immediately and the result of the poll shall be deemed to be the resolution of the General Meeting at which the poll is demanded.

18.5.4 Voting papers will be kept for 28 days after meeting and may be destroyed after 28 days.

19. CONFLICT OF INTEREST

A member of the Board, or a member at large, must declare a conflict of interest in any business pertaining to the funding of an organization of which they are a member or hold material information for/of. After declaring a conflict of interest, a member may not participate in voting on the subject (must abstain) and may be asked to leave the meeting or be removed from involvement of a task directly affecting the conflict at the Chair's discretion.

20. MINUTES

Minutes shall be kept of all resolutions and proceedings of:

20.1 General Meetings.

20.2 Meetings of the Board.

20.3 Meetings of any committees.

20.4 All minutes will be signed by the President or the person who chaired the meeting.

20.5 All minutes must be printed, signed and held by the Secretary.

21. FINANCIAL

21.1 The Club's financial year shall end on the **30th September** and the Board shall ensure that all financial statements shall be properly made up to that date.

21.2 All monies received on account of the Club shall be paid into the account of the Club with its bankers forthwith after receipt. They must be able to be traced and audited as required.

21.3 The signatories to the Club's bank accounts will be the Treasurer and any one (1) from the following:

- President
- Vice President
- Secretary

21.4 All payments shall be passed for payment and ratified by the Board/Committee at Club Meeting and minuted.

21.5 **PETTY CASH**

An imprest petty cash \$500 shall be allowed by the Secretary and must be reconciled monthly.

21.6 The Treasurer shall keep, full and proper accounts and records of the income and expenditure of the Club. The matters in respect of which such income and expenditure arises and takes place respectively and of the assets and liabilities of the Club, and of all its other financial transactions and shall produce accounting records, properly maintained, and complying with all relevant standards, when required by the Board.

21.7 Copies of the financial statements shall be supplied to each Board Member within **Six (6 weeks)** after the end of the Club's financial year and shall also be available for inspection by Club Members at the Club's registered office.

21.8 An auditor shall be appointed by the Club and shall hold office for the year unless the auditor resigns, or the Club, by Special Resolution, terminates the appointment. The current auditor will be eligible for re-election each year. The auditor shall not be a member of the Board or Committees. The auditor shall audit the annual accounts of the Club, and to certify that having been compared with the books, vouchers and accounts related thereto, they are found correct.

21.9 Accounts passed at AGM must be annually uploaded to the Incorporated Societies website.

22. MEMBERS FUNDRAISING

Members, whether severally or jointly, wishing to promote any fundraising activities in the Club's name, whether on the Club's premises or elsewhere shall first have the written consent of the Board.

All monies collected must be counted by two (2) persons that participated in the event, signed for and banked with correct fundraising reference.

23. SPONSORSHIP

23.1 Subject to the other provisions of this Rule, only the Board shall have the power to enter into sponsorship contracts on behalf of the Club provided always that every such contract shall be in writing and further provided that no such contract shall contain provisions tending to give any person, company or organization other than the Board, control over the Club and further provided that any advertising or publicity required by the sponsor shall not affect the dignity and good offices of the Club or any player.

23.2 Neither the Club nor any of its Members may enter into Sponsorship arrangements which are contrary to these Rules or Constitution to any regulations or guidelines from time to time established by Sport Code Governing Body. All documentation must be held at the Club.

24. MAJOR TRANSACTIONS

- 24.1** Major Transactions shall only be entered into on the authority of a resolution of the Board passed by a majority vote of not less than 60% of all Board Members.
- 24.2** For the purposes of these Rules a "Major Transaction" shall be such transaction which involves acquiring or disposing of any asset or involving the incurring or releasing of any liability or the giving or releasing of any guarantee of greater value than **\$50,000.** Or the incurring of any commitment or obligation which shall be of more than one year's duration. Where the asset or obligation is acquired or disposed of or incurred or released as part of a series of transactions then the total consideration or value of all of the transactions shall be aggregated and this Rule shall apply as if the series of transactions were one single transaction for the amount of the aggregate value; and
- 24.3** Notwithstanding anything else hereinbefore contained the Board shall not have the power to incur any liability or obligation (whether by way of borrowing monies or the giving of guarantees or otherwise) or to dispose of any asset more than the amount **\$50,000** without the approval of the Members voting at General Meeting.

25. PRIVILEGED COMMUNICATIONS

All communications and/or correspondence in electronic or manual form noted as Private & Confidential is not privileged to club Members. Release of any Private & Confidential communications and/or correspondence shall be at express authority of the Board.

26. INDEMNITY

The Board and their Officers and servants (whether voluntary or paid) of the Club shall be indemnified by the Club against expenses incurred in or about the discharge of their duties except such as happens to be their own willful act, neglect or default.

27. MISCONDUCT

- 27.1** Where it is alleged that any Member has been guilty of any breach of these Rules, then, the Board shall have power to investigate such alleged offence and if the offence is proved, impose such penalty or penalties in accordance with the Rules of the Sport Code Governing Body and this Constitution.
- 27.2** When any meeting of the Board is held for the purpose of considering any matters referred to in Rule 26.1 hereof, the Member or Members concerned shall be given at least 10 days' notice in writing of that meeting, any such notice to contain full particulars of the relevant allegations and that Member or Members shall be entitled to be present and be represented and to respond at that meeting. The decision of the Board shall be supplied in writing to the Member or Members concerned within ten days of the conclusion of the relevant meeting.
- 27.3** The penalties which may be imposed by the Board in Accordance with this Rule (subject to appeal to the Sports Tribunal of New Zealand) shall include expulsion, disqualification or suspension from the Club for a stated period, or a fine or a reprimand.
- 27.4** The effect of suspension for any period shall be that the Member may not during the period of suspension take part in the Sport, nor be in any way connected with the administration of the Sport in any capacity whatsoever.
- 27.5** Any Member who contravenes any expulsion or suspension or fails to pay any fine or comply with any other penalty imposed shall be deemed to have committed a further breach of this Constitution and will be liable to be dealt with in accordance with the provisions of **Rule 12 (Cessation of Membership)**.

27.6 Annual subscriptions shall be payable during any period of suspension of a member and the Club shall not be required to make any refund of subscription in connection with any such suspension.

27.7 Any Member shall have the right of appeal to the Sports Tribunal of New Zealand against any decision of the Board made under this Rule by the serving of a written notice on the Club setting out the grounds for appeal, any such notice to be served on the Club within 10 days of the Board's decision being made available to the Member. Any such appeal shall be dealt with in accordance with such regulations as the Sports Tribunal of New Zealand may, from time to time, promulgate for the purpose.

28. DISPUTES

Any dispute that any Member may have with Sport Code Governing Body or with another Member concerning this Constitution, shall be dealt with pursuant to the rules of the Sport Code Governing Body.

Such written complaint must have been given to the Secretary within 28 days after the occurrence or occurrences complained.

29. REGISTERED OFFICE

The Registered Office of the Club shall be situated in such place as the Board may from time to time determine.

30. ALTERATION OF CONSTITUTION

30.1 Except when required by Sport Code Governing Body pursuant to **Rule 8 (Relationship to Sport Code Governing Bodies)** hereof (when the provisions of that Rule shall apply), and except when any repeal, variation, amendment or addition affects the Club's objects, or its personal pecuniary profit Rules or its winding up Rules, these Rules may be repealed, varied, amended or added to by a 60% majority of Members present and voting at an AGM or SGM.

30.2 No addition to or alteration of the non profit aims, personal benefit clause or the winding up clause shall be made which affect the tax exempt status. The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

31. COMMON SEAL

The Board shall adopt a common seal and such seal shall be under the control of the Board. The common seal of the Club shall be deposited at the Club's registered office and shall only be affixed to any document pursuant to a resolution of the Board and in the presence of not less than two (2) witnesses of the Board.

32. DISSOLUTION

The Club may be disbanded and wound up voluntarily pursuant to **Rule 24 (Privileged Communications)** Section 24 of the Incorporated Societies Act 1908 by a resolution of all financial Members present at a Special General Meeting of the Club called for that purpose. On any such winding up, the assets of the Club, after payment of all liabilities, shall be paid or transferred to Sport Club Governing Body/Bodies evenly. Provided always that no pecuniary benefit shall accrue nor any payment made or distributed to any Member as a result of any such winding up.