



CLUB MOUNT MAUNGANUI (INC)

CONSTITUTION

June 2019

RULES OF CLUB MOUNT MAUNGANUI INCORPORATED

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1 **NAME**

- 1.1 The name of the Club shall be **Club Mount Maunganui Incorporated**
- 1.2 The Club is an Incorporated Society incorporated under the Incorporated Societies Act 1908 (incorporation number 213896)
- 1.3 This constitution recognises the Partnership Agreement dated 24 October 2008 between the Club and Mount Green Sports Incorporated

2 **DEFINITIONS AND INTERPRETATION**

- 2.1 **Definitions:** In these Rules, unless the context requires otherwise:

“**Adjunct**” means an adjunct or section of the Club formed for sporting and special interest groups within the Club

“**Annual Subscription**” is the amount payable annually by members in accordance with Rule 21

“**Association**” means Clubs New Zealand Incorporated

“**Auditor**” means the Clubs Auditor pursuant to Rule 24

“**Board**” means the Clubs Board of Governance as set out in Rule 7

“**Board Meeting**” means a meeting of the Board

“**Board Member**” means one of the people comprising the Board

“**By Law**” means by-law made by the Board pursuant to Rule 5 and Rule 6 as amended from time to time

“**Chairman**” means the person who is chairman of a meeting pursuant to Rule 18.2

“**Club**” means Club Mount Maunganui Incorporated

“**Corporate Affiliate**” means individuals that are employed by the Corporate Member, or members of the Corporate member

“**Corporate Member**” means any association, club or other incorporated body approved for membership by the Board pursuant to Rule 9.1.4

“**Financial Member**” means a Life Member or an Ordinary Member or Junior Member or Corporate Member with no outstanding or other payment to the Club overdue

“**Financial Statements**” means the Club’s balance sheet and statement of account made up to the last day of the year

“**General Meeting**” means an Annual General Meeting or Special General Meeting of the Club

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

“Junior Membership” means a person elected to ordinary membership of the Club pursuant to Rule 9.1.2

“Legal Drinking Age” means a person at which a person may be sold or supplied with liquor or alcohol under the Sale and Supply of Alcohol Act 2012

“Life Member” means a person elected to life membership of the Club pursuant to Rule 9.1.3

“Meeting” means a General Meeting, Board Meeting

“Member” means any Ordinary, Junior, Corporate or Life Member of the Club as set out in Rule 10.1

“Month” means calendar month

“Ordinary Member” means a person elected to ordinary membership of the Club pursuant to Rule 9

“Person” includes an individual, partnership, firm, company, body corporate, association, organization or any other entity or organization whether incorporated or not

“President” means the Club’s President elected pursuant to Rule 21.1

“Rules” means these rules, as amended from time to time

“Secretary” means the person appointed to act as the Club’s Secretary pursuant to Rule 6.2.1

“Treasurer” means the person appointed to act as the Club’s Treasurer pursuant to Rule 6.2.1

“Vice-President” means the Club’s Vice-President elected pursuant to Rule 21.1

“Year” means the Club’s financial year of 1 April to 31 March

2.2 **Interpretation:** In these Rules, unless the context otherwise requires:

- (a) The table of contents and headings are inserted for convenience only and shall be ignored in construing these Rules;
- (b) Where any word or expression is defined in these rules, any other grammatical form of that word or expression has a corresponding meaning;
- (c) The singular includes the plural and vice versa;
- (d) Reference to any legislation or to any provision of any legislation (including regulations and orders includes:
 - (i) That legislation or provision as from time to time amended, re-enacted or substituted; and
 - (ii) Any statutory instruments, regulations, rules and orders issued under that legislation or provision; and
- (e) Where a number is expressed as a percentage, the resulting number shall be rounded to the nearest whole number below it

3 **REGISTERED OFFICE**

3.1 The registered office of the Club shall be at 45 Kawaka Street, Mount Maunganui or such other place as the Board shall from time to time decide

4 **OBJECTS**

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

- (a) To conduct, administer and maintain a Chartered Club for its members and for such persons as are authorised from time to time in accordance with the terms of any charter or licence granted to the Club;
- (b) To provide amenities and cultural activities;
- (c) To promote sports; and
- (d) Generally to provide an atmosphere where the members may meet and enjoy companionship with one another

5 **POWERS**

5.1 The Club has the power to do the following in the pursuance of its objects, subject to any limitation imposed by these Rules;

- (a) To fund its activities by subscriptions or payments from Members, fees, or other income;
- (b) To borrow, raise or secure the payment of money in such manner as the Club shall think fit, with or without security;
- (c) To purchase, sell, lease, exchange, maintain, improve, hire, dispose of, manage, invest, lend, mortgage, charge, gift or otherwise deal with any real or personal property;
- (d) To invest, lend or deal with any monies of the Club not required for immediate use in such government or local body securities or on bank deposits as the Club may think fit;
- (e) To employ and remunerate staff;
- (f) To undertake legal action;
- (g) To form and disband Adjuncts;
- (h) To enter into any contract, make any arrangements, or undertake any activity for the financial or other benefit of the Club;
- (i) To make regulations and By-Laws for the conduct of the Club and the discipline required of Members, which shall not be inconsistent with the provisions of the Incorporated Societies Act 1908, the Friendly Societies and Credit Unions Act 1982 or these Rules; (Appendix 1)
- (j) To conduct any other functions outlined in these Rules;
- (k) To use any rights or privileges that the Club may deem necessary or convenient for carrying out its

powers, or furthering its objects under these Rules; and

- (l) To do anything incidental or conducive to the attainment of any of the objects of the Club

6 GOVERNANCE AND MANAGEMENT OF THE CLUB

6.1 Board:

- 6.1.1 The Governance of the Club shall be the responsibility of a Board of Governance (the Board), including, but not limited to, strategic direction, business affairs, financial performance, legal compliance and risk management

6.2 Management:

- 6.2.1 The Board shall employ a person or persons to fill the roles of Manager, Secretary and Treasurer. Such person(s) shall have whatever title the Board may designate and shall be responsible to the Board, through the Club President or Board Chairman as the Board shall decide. No voting rights will attach to the Secretary or Treasurer positions if these positions are delegated to the Manager
- 6.2.2 The duties of the manager shall be set out in his/her Employment Agreement and will include responsibility for legal compliance; staff management; administrative matters; financial accountability and banking procedures; day to day building maintenance and cleanliness; service to Club Members and such other duties as are conducive to his/her office that the Board shall decide from time to time
- 6.2.3 The Manager shall immediately bring to the attention of the Board any financial irregularity or suspicion of financial irregularity, or any concern regarding the financial performance of the Club
- 6.2.4 The Management of the Club and its paid staff shall be the responsibility of the Manager appointed by the Board to the extent and within the limitations set by the Board in writing. At all time in these Rules "in writing: includes electronic advice
- 6.2.5 The Secretary and Treasurer roles shall be delegated as determined by the Board and shall include the duties normally associated to those position
- 6.2.6 Nothing in this Rule shall preclude the engaging of outside professional services in the performance of any of the above duties or from combining the offices of Secretary and Treasurer with that of Manager
- 6.2.7 The Manager's remuneration shall be determined by the Board
- 6.2.8 The Manager shall have the right to attend all Club Meetings but shall not have a vote

6.3 Club Events Committee:

Club events, sporting and social activities shall be the responsibility of the Club Events Committee within the financial constraints as determined by the Board

- 6.4 The Club President, Vice President and Manager shall have ex-officio right to attend any Club, Committee or sub-club meeting

6.5 The Liability of a Board or Club Events Committee Members:

No member of the Board or person appointed to any Committee, or of a sub-committee, or the auditor of the Club shall be liable for the acts or defaults of any member of the Board or Committee or sub-committee, or for any loss or expense happening to the Club, unless the same happen from his/her own willful default

7 BOARD OF GOVERNANCE

7.1 Membership:

7.1.1 The Board shall be responsible to the Members of the Club and comprise of the following persons:

- (a) The President, Vice President, and two other representatives elected by Members;
- (b) One representative of Mount Green Sports Incorporated (MGS) appointed by its committee (such appointment to be notified to the Board by written notice signed by and on behalf of MGS); and
- (c) Up to two independent Board Members who are appointed by the elected members on the Board and on the basis of their expertise and/or general capability to exercise governance of and perform an advisory role to the Club. These appointees need not be Members of the Club
- (d) Any other persons co-opted by the Board to assist with its functions but who shall have no voting rights

7.1.2 The Board may ask any other persons to attend at any part of its meetings at its discretion. They shall leave the meeting upon conclusion of their business unless requested by the Board to stay and shall have no voting rights

7.2 Eligibility:

7.2.1 Any person who has been a financial Member of the Club for the previous twelve months continuously prior to nomination shall be eligible to any elected position on the Board, except that:

- (a) No member whose membership has been suspended by the Club shall be eligible to be elected or to continue to hold office as a Member of the Board during, or within twelve (12) months from expiration of, any such suspension period; and
- (b) Employees of the Club shall not be eligible to stand for, nor be co-opted to, nor continue to hold any Club Office

7.3 Payments to Board of Governance or Club Events Committee members:

7.3.1 Legitimate expenses of Club Officers may be reimbursed if this has directly resulted from having to attend the business of the Club and payment for such attendance has been approved by the Board of Governance

7.3.2 Board honoraria (if any) shall be determined by a 75% majority vote of Board Members

7.3.3 Honoraria are not available to Club Events Committee members

7.4 Terms of Office:

7.4.1 Terms of Office, shall commence at the termination of normal General Business at the General meeting at which the results of the ballot electing the Board are announced. The meeting may be closed at the discretion of the Chairperson

7.4.2 The renewal of appointment or replacement of all or any appointed Board Members shall take place within a period or two months from the date of the Annual General Meeting. Replacement Board Members shall hold office till the next Annual General Meeting when those positions are subject to the election process
Appointments made to the Board are subject to annual review with re-appointment or otherwise made within above

timeframe

7.4.3 All terms of office of elected Board Members are two years

7.4.4 The President, one other elected member and one appointed Board member shall hold terms of office for years that run non-concurrently with those of Vice President one other elected member, one appointed Board Member and the MGS representative

7.5 **Cessation of Board Membership:**

7.5.1 Persons cease to be Board Members when:

- (a) They resign by giving written notice to the Board
- (b) They are absent from three consecutive meetings without leave of absence, in which circumstance that Chair may declare that position to be vacant;
- (c) They are removed by 2/3rds majority vote of the Members in a General Meeting;
- (d) In the case of the MGS representative, they are removed by written notice to the Board signed by and on behalf of MGS;
- (e) Their term expires, or
- (f) A Board Member is suspended from the Board, in accordance with provisions of Club By-Laws, governing breach(s) of Board Code of Conduct and/or Board protocols

7.5.2 A right of appeal against any penalty imposed on a Board Member is afforded through the Club's appeal provisions of Rule 14 of the Constitution

7.5.3 If a person ceases to be a Board Member, that person must within one week give to the Chair all Club documents and property

7.6 **Temporary Replacement:**

7.6.1 If the position of a Board Member becomes vacant between Club Meetings, the Board shall appoint a person to fulfill that vacancy (unless the Board Member is appointed by MGS, in which case MGS shall appoint a replacement) for a period only so long as the Board Member who has been replaced would have held office

7.6.2 If either the President or Vice President dies, resigns or becomes incapacitated from acting or forfeits his/her seat, the Board shall forthwith convene a Special General Meeting for the purpose of electing a candidate to fill the vacancy

7.7 **Powers and Responsibility:**

The Board has all of the powers of the Club and shall exercise the following powers to make decisions that bind the Club as limited by these Rules:

7.7.1 **Management:**

- (a) Approve the management structure of the Club including the appointment of a Manager
- (b) Mentor, monitor and ensure an annual review of the Manager's performance

7.7.2 **Compliance:**

- (a) Actively undertake ongoing risk management of all aspects of the business of the Club
- (b) Ensure that the Club complies with all legal requirements and responsibilities, including, but not limited to those relating to its trading, assets, legal, financial and personnel operations

7.7.3 **Financial:**

- (a) In conjunction with the Manager, approve annual budgets and monitor these against actual financial performance
- (b) Ensure that all tax commitments are met
- (c) Approve statements of financial performance and position at each meeting
- (d) Approve all applications for sponsorship within or outside the Club Membership
- (e) Approve all capital and revenue expenditure prepared by the Manager
- (f) Ensure that Club's Financial Statements are prepared for presentation to the Annual General Meeting each year

7.7.4 The Board may delegate its authority as it sees fit and shall advise any such delegation to the Club Events Committee

7.7.5 The Board shall have such additional powers and responsibilities as are vested in it from time to time by the Members of the Club in General Meeting by majority vote. Any limitation on the powers and responsibilities of the Board may only be implemented by the Members in a General Meeting by way of a 75% majority vote of those present

8 ACCOUNTS MANAGEMENT

8.1 The Board shall ensure true accounts are kept of;

- (a) All sums of money received and expended by the Club and the matters in respect of which such receipt and expenditure takes place; and
- (b) All assets, credits and liabilities of the Club including any charges and securities of any description affecting any property of the Club; and
- (c) All remuneration and entitlements relating to employees of the Club

8.2 The books of accounts shall be kept at the office of the Club or other such place as the Board may determine and shall be open to the inspection of Financial Members at all reasonable times

8.3 All monies received shall be forthwith paid into a bank approved by the Board after being entered in the books of the Club as having been received

8.4 All payments shall be reported to the Board for confirmation at the meeting next following payment

- 8.5 Payment of all monies on behalf of the Club shall be made by cheque signed by or electronic transaction authorised by persons approved by the Board as authorised signatories of the Club
- 8.6 The Club's financial year shall run from 1 April to 31 March each year
- 8.7 That the Gaming Machine Financial Accounts of Club Mount Maunganui Inc. be audited in line with the Department of Internal Affairs regulations but that the Clubs Financial Accounts be subject to a review only by a suitably qualified Accountant. The Clubs Annual Financial Statement is to be presented to the Annual General Meeting and available to any Member on request within one working day from a date commencing fourteen (14) days prior to the Annual General Meeting.
- 8.8 At every Annual General Meeting the Treasurer shall present:
- (a) The Club's Financial Statements; and
 - (b) An Annual Report as to the state of the Club

9 MEMBERSHIP

9.1 Classes of Membership:

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

9.1.1 **Ordinary Membership:** Males and Females of at least the legal drinking age may apply to become Ordinary Members of the Club in accordance with the Rule 9.2

9.1.2 Junior Membership:

- (a) Applicants under the age of 18 years may be admitted to membership of the Club subject to the terms and conditions of current legislation and be of an age approved at the General Meeting
- (b) Junior members shall be entitled to enjoy the social privileges of the Club but shall not be entitled to take part in any General Meeting or be a candidate for election to the Committee
- (c) Membership fee to be one (1) half of the ordinary member fee
- (d) Upon attaining the age of 18 years, junior members shall be required to become ordinary members by payment of the difference in fees as decided by the Board

Young persons may be admitted to membership of the Club when aged between twelve (12) and eighteen (18) years upon the following conditions:

- (a) They must be nominated by a parent or legal guardian who shall be a full member of the Club
- (b) They must supply written proof of age
- (c) There are to be two (2) levels of Junior Membership (Junior underage 12-15) and (Junior endorsed 16 to 18)
- (d) Junior underage 12 to 15 are only allowed on the Club premises when accompanied by parents or nominated guardians. Said guardians to be nominated by their parents upon

application for membership

- (e) Junior endorsed 16 to 18 will be allowed on Club Premises without their guardians for the purpose of playing sport. At any other time they will be under the same restrictions as (junior underage)
- (f) No junior member is allowed in the area of the Club designated for the use of gaming machines
- (g) All junior members must be financial members to represent the Club
- (h) The Management has the right to place an age restriction on certain club equipment
- (i) Adjuncts may be the guardian on their club nights and tournaments
- (j) A separate list will be kept of Junior Members for easy identification

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

- (a) The Board may elect to recommend a Member for Life Membership
- (b) A Financial Member may propose, and another Financial Member may second a Member for Life Membership in writing, and that nomination shall be forwarded to the Board for approval
- (c) No nomination for Life Membership shall be put to the Annual General Meeting unless it has the support of the Board
- (d) The Club may elect a Member recommended by the Board to Life Membership, by simple majority at the Annual General Meeting
- (e) Life Members are eligible to vote, hold office and enjoy all the rights and privileges of membership
- (f) Life Members shall not be charged an annual subscription but shall be deemed to be Financial Members

9.1.4 **Corporate Membership:** In accordance with Section 29 of the Incorporated Societies Act 1908 an association, club or other incorporated body may apply to become a Corporate Member of the Club in accordance with the following rules:

- (a) Any association, club or other incorporated body wishing to apply for corporate membership under these rules shall apply in writing to the Club Manager
- (b) The candidate shall deposit, at the time of application, a fee of such sum as may be directed by the Board. Such fee shall not exceed the sum of the subscription for a Corporate Member
- (c) The application shall include the candidate's:
 - (i) Full Name;
 - (ii) Current postal and physical address

- (iii) And any other such information as may be required by the Board or Club Manager
- (d) The Club Manager shall refer such applications with his/her recommendation to the Board for approval
- (e) In the event that the application is not approved, the candidate shall be informed in writing of the decision and receive a full refund of all money paid by way of subscription
- (f) On applying to join a Corporate Member shall supply the Club with a list of Corporate Affiliates for the purposes of this membership. It shall at all times keep that list updated and will provide those persons with a method of identifying themselves to the Club that is acceptable to the Club
- (g) They cannot become members of an Adjunct or participate in weekly membership draws. Those persons who are on the list of Corporate Affiliates supplied by the Corporate Member and who do not otherwise hold membership of the Club shall be deemed to be members of and subject to the rules of the Club with the following rights;
 - (i) The rights of entry to the club premises is restricted to such times as the Corporate Member is using the premises for an agreed purpose and attendance at Club Meetings
 - (ii) They shall at all times carry and provide on request their Club Corporate Membership Card
 - (iii) This membership does not entitle a Corporate Affiliate to hold office in the Club, participate in any reciprocal visiting rights with other Clubs, receive any membership badge of the Club, or to represent the Club at any sporting or other fixture
 - (iv) All rights of membership shall cease upon the cessation of the Corporate Membership or upon the Corporate Affiliate ceasing to be affiliated with the Corporate Member
 - (v) A Corporate Affiliate may apply for Ordinary membership of the Club in accordance with Rule 9.2.1
- (h) All existing arrangements with Corporate Members prior to adoption of any new draft constitution shall stand and remain in force at the discretion of the Board
 - (i) The Board reserves the right to waive requirements relating to 9.1.4 (c) where it is satisfied that the strength and standing of the Corporate Member so warrants

9.1.5 **Provisional Membership:** A person who has completed a membership application and awaits ratification of membership by the Board

9.1.6 **Holiday Membership:**

- (a) Holiday membership is available to persons who normally live outside the greater Tauranga area, with a minimum membership period of not less than three (3) months
- (b) Holiday Membership subscription fee will be determined at the discretion of the Club Manager and Board

9.1.7 Any other type of membership as agreed from time to time by the Board

9.2 **Admission of Members:**

- 9.2.1 To become an Ordinary Member, a person (“the Applicant”) must complete an application form in the format required and supply any other information required (refer Appendix 12)
- 9.2.2 The Applicant must pay a subscription deposit as determined from time to time by the Club and the subscription balance within 14 days. Such deposit is non refundable
- 9.2.3 Subject to payment of a full subscription, application will be submitted to the Board for ratification
- 9.2.4 Application for membership may also be made by way of a duly completed form of transfer from an affiliated Club
- 9.2.5 The Board may require the nominee to appear before it before proceeding with the application
- 9.2.6 Board may require that an Applicant whose application is unsuccessful not apply for membership again within twelve months of the date upon which the prior application was finally rejected, nor have access to the Club facilities until such time as any future application is accepted
- 9.2.7 The Board shall advise all Applicants of its decision, and that decision shall be final. No reason for refusal to accept membership need be given
- 9.2.8 No application shall be declined if such action breaches the Human Rights Act
- 9.3 **Obligations of Members:**
- 9.3.1 All members shall promote the purposes of the Club and shall do nothing to bring the Club into disrepute
- 9.3.2 Every member shall be required to carry his/her membership card and produce same when required to do so by any Officer or member of staff on the Club’s premises
- 9.4 **Members Rights and Privileges:**
- Ordinary, and Life Members shall be entitled to:
- 9.4.1 Enter Club premises during such hours as may be defined by the Board
- 9.4.2 Enter any similar organization with whom reciprocal visiting arrangements are in place, provided it is in accordance with that Club’s Rules; and
- 9.4.3 Hold office in accordance with these Rules; and
- 9.4.4 Have an equal voice in all business of the Club
- 9.5 **Re-Admission of former Members**
- 9.5.1 Former Members who had resigned or allowed their membership to lapse may apply for re-admission in the same way as a new applicant, except that:
- 9.5.2 If former membership had been terminated by the Club, the Applicant shall not be readmitted to the premises until his/her application has been approved by the Board
- 9.6 **Employees:** Members who are employees of the Club are entitled to all the rights and privileges of membership excluding those rights concerned with the selection, election and holding of office with the Club
- 9.7 **The Register of Members:** The Secretary shall keep a register of Members (“the Register”), which shall contain

such details as may be determined by the Board and shall be available to all Members

- 9.8 "The Club, under its Licence or Off Licence, must ensure that alcohol is only sold or supplied to Members, Authorised Customers, or Authorised Visitors for consumption on (Club Licence) or (Off Licence) the Club's premises

10 CESSATION OF MEMBERSHIP

- 10.1 Members may resign their membership by letter addressed to the Manger of the Club
- 10.2 No such resignation shall relieve any Member from payment of any subscription, levy or other payment due or payable at the time of resignation
- 10.3 No subscriptions, levies or other payments already received by the Club as at the date of resignation shall be refunded on resignation
- 10.4 Any person whose subscription remains in arrears for one month following the end of the membership year shall have his/her membership rights suspended and, if not paid up within three months of the due date, shall cease to be a Member
- 10.5 Such persons shall be required to reapply for membership pursuant to Rule 10 if he or she wishes to be reinstated as a Member
- 10.6 Persons expelled under the provisions of Rule 13.5 shall have their membership cancelled
- 10.7 Any Member so expelled shall immediately hand in his/her membership card to the Duty/Club Manager
- 10.8 The name of any Member who is expelled may be posted on the Club notice board for any period determined by the Board

11 BEHAVIOUR STANDARDS

- 11.1 Drunkenness, swearing, obscene language, lewd actions, verbal and physical aggression, abusive and bullying behavior are some examples of obnoxious behavior that would offend other Members, Visitors or Guests of the Club and is therefore not permitted on the premises. Any member offending or taking part in any illegal activity on the Club premises or otherwise being a nuisance (such as failure to meet Clubs Dress Code Standards (refer Appendix 5) may immediately be asked to by the Management or Duty Manager in accordance with the provisions of Rule 13. Any such action shall forthwith be reported in writing to the Club Manager setting out the facts for consideration in assessing the need for subsequent disciplinary action
- 11.2 Any Club Member representing the Club either at home or away will act in accordance with what the Club deems to be appropriate behavior so as not to bring the Club or Adjunct into disrepute. This also covers bad or negative comments regarding the Club or any part thereof
- 11.3 Any Member removing any property of the Club, another Member, Visitor or Guest from the Club premises without the consent of the Board or Manager or willfully breaking, tearing or injuring any of the Club's property shall render him/herself liable to immediate expulsion and prosecution
- 11.4 Members shall not use the Club or its name for any purpose other than those approved by these Rules or by the Board or use the same for advertising purposes without leave of the Board

11.5 No person shall have any share or interest in the real or personal property of the Club except as a Member

12 BREACH OF BEHAVIOUR AND DRESS CODE STANDARDS

12.1 Immediate Action;

12.1.1 Any Manager on duty pursuant to Section 115 Sale of Liquor Act 1989 may immediately suspend a Member for the acts set out in Rule 11

12.1.2 Subject to the provisions of Appendix 6 to these rules a Member so suspended may be excluded from the Club's premises and Club activities from the time of committal of the offence until such time as the matter is dealt with in accordance with Rule 13

13 DISCIPLINARY PROCEDURES

These procedures shall recognise the principles of natural justice set out in Appendix 3 of these rules

13.1 Disciplinary Committee

13.1.1 A standing Disciplinary Committee shall be set up consisting of not less than three (3) and no more than five (5) Club Members, with the Manager (who holds no voting rights) to chair the meeting and bring all relevant information to;

- (a) hear and act on cases of alleged misconduct not dealt with under Rule 13.4, or
- (b) appoint a person or persons to act in their stead in so doing

13.1.3 The Disciplinary Committee and/or Club Manager shall have the power to call on any member for an explanation of any charge of misconduct, within the provisions of these Rules, laid against any member(s) or for any other sufficient cause

13.2 Reporting

13.2.1 Any member may notify the Manager of alleged breaches of Rule 11 by another Member. Such notification shall be in writing with his/her name signed to it and the Manager shall provide a copy to the Member against whom the complaint has been laid

13.2.2 Upon receipt of such a complaint the Manager shall consider the circumstances to determine whether interim suspension of members(s) is appropriate

13.2.3 On receipt of a complaint (or complaints) of misconduct against any member, the Manager shall inform the Disciplinary Committee (unless Manager considers such complaint to be vexatious, frivolous, or totally without foundation) deal with the matter under Rules 13.4 or 13.5

13.3 **Grounds for expulsion or suspension:** A Member shall be liable to be expelled or suspended from the Club if he or she:

- (a) breaches these Rules;
- (b) is convicted of an offence which, in the opinion of the Manager or a Disciplinary Committee appointed in accordance with Rule 13.1.1, is likely to prejudice any charter or licence held by the Club;
- (c) in the opinion of the Manager or Disciplinary Committee, brings the Club into disrepute; or

- (d) Is found by the Manager or Disciplinary Committee to have committed any of the acts set out in Rule 13

13.4 **Minor Misconduct**

13.4.1 In cases where the facts of a minor incident of misconduct reported to the Club Manager are not disputed and the Member accepts guilt the Club Manager may impose a penalty as follows:

- (a) a warning that repetition such behavior would result in disciplinary action
- (b) suspension of up to 30 days without referring the matter further
- (c) if the member disputes the level of punishment the matter shall be dealt with under Rule 13

13.5 **Serious Misconduct**

13.5.1 If a matter has not been resolved under the provision of Rule 13.4 within three (3) days of receiving notice of alleged misconduct, the Manager shall call a meeting of the Disciplinary Committee to take further action which may include consideration of whether an interim suspension of the member is appropriate

13.5.2 Such a meeting shall be held as soon as possible after receipt of the notice of alleged misconduct and:

- (a) the Member concerned has been given at least seven (7) days' written notice of that meeting, informing him/her
- (b) the nature of the complaint; and
- (c) how the complaint will be heard;
- (d) the members right to appear and be heard at that meeting; and
- (e) the process of the meeting
- (f) after the member concerned has had the opportunity to be heard and if the complaint is found to be proven, the Disciplinary Committee may elect to;
 - (i) expel member; or
 - (ii) Suspend member for a determined period, or
 - (iii) until a particular event
- (g) any member expelled or suspended shall have the right to appeal under Rule 14
- (h) any expulsion or suspension shall be reported to the Board together with the name of the member concerned

13.5.3 An expelled or suspended member shall not be relieved from payment of any subscription, levy or other payment due or payable at the time of expulsion or suspension

13.5.4 No subscriptions, levies or other payments already received by the Club as at the date of expulsion or suspension

shall be refunded on expulsion or suspension

14 RIGHT OF APPEAL

- 14.1 An Appeals Committee consisting of three (3) persons, one of whom should if possible have had experience in such judicial matters shall be appointed by the Board from time to time as required to consider an appeal lodged by a member in accordance with Rule 14.3. The Appeals Committee shall hear and decide any appeal lodged by a Member or Members against any decision of the Board entailing suspension or expulsion in accordance with Rule 14.3
- 14.2 The Appeal Committee shall appoint its own Chairperson
- 14.3 Any member being suspended or expelled who wishes to appeal must give notice in writing to the Secretary within seven (7) days of the date of such suspension or expulsion, stating the grounds for appealing
- 14.4 Within seven (7) days of receiving such notice, the Manager shall convene a Meeting of the Appeals Committee
- 14.5 The Appeals Committee shall re-hear the case but shall not admit fresh evidence, except where an application has been made to the Disciplinary Committee for a re-hearing and has been refused
- 14.6 The Complainant has no Right of Appeal
- 14.7 The majority decision of the Appeals Committee shall be final and shall be conveyed firstly to the Club Manager who shall record it and any other minutes of the meeting and forthwith advise the Club President and effect the decision

15 CLUB MEETINGS

- 15.1 **A Club Meeting:** is either an Annual General Meeting or a Special General Meeting
- 15.2 **Notice of Meetings:** Where notice of any meeting is required to be given to members, notice of the date, time and place of meeting shall be deemed to have been duly given if written notice of the meeting and the business to be transacted at such meeting is advertised in the Public Notices column in the daily regional newspaper (Bay of Plenty Times) at least fourteen days prior to the meeting
- 15.3 **Voting:** At every General Meeting of the Club voting shall be decided by a show of hands and the declaration by the Chair that a resolution is carried or lost shall be conclusive unless either a secret ballot or a poll is demanded by a Member present in which case the votes shall be counted by scrutinizers to be appointed by the Returning Officer, or, in his/her absence, by the meeting. Votes shall be given personally and not by proxy
- 15.4 **Resolutions:**
- 15.4.1 Except for such matters as the Constitution allows to be addressed at a General Meeting (including, but not limited to, annual subscriptions and live memberships,) a Member can only move a resolution regarding any other matter apart from the financial report and balance sheet if he/she has given at least seven (7) days notice to the Secretary, or in his/her absence, an elected Board Member, in writing and the resolution has been duly proposed and seconded by Members of the Club
- 15.4.2 Such notice shall be posted on the Club's notice board by the Secretary forthwith
- 15.5 **Attendance:** All Members may attend and vote at Club Meetings
- 15.6 **Quorum:** Twenty Five (25) members personally present shall be a quorum at any general meeting. If within half an

hour of the time appointed for any meeting a quorum shall not be present the meeting shall be dissolved

15.7 Chair:

15.7.1 All Club Meetings shall be chaired by the President. In his/her absence, the Vice President shall chair the meeting

15.7.2 If the Vice President is also absent, the Club shall elect another Board Member to chair that meeting

15.7.3 It would be a constitutional crisis to be resolved in terms of these Rules if no Board Member is present

15.7.4 Any person chairing a Club meeting has a casting vote

16 ANNUAL GENERAL MEETING

16.1 The Annual General Meeting shall be held in the Club on any day in the month of June each year as determined by the Board

16.2 If this is impracticable, the Board shall advise all Members by notice in accordance with these Rules

16.3 The business of an Annual General Meeting shall include:

- (a) any minutes of the previous Club Meeting(s);
- (b) a Report on the Annual Accounts of the Club;
- (c) results of the Election of Board Members;
- (d) motions to be considered;
- (e) Any other business determined by the Board; and
- (f) General Business

17 SPECIAL GENERAL MEETINGS

17.1 Special General Meetings shall be called by resolution of the Board or by the Club Secretary upon receipt in writing of a request signed by not less than fifty financial members being delivered to him/her and accompanied by a deposit of \$200 towards the cost of calling same.

17.2 In the case of a Special General Meeting the notices required by this section shall set out the business to be transacted at such meeting and no business other than that so set out shall be transacted

18 BOARD MEETINGS

18.1 **Frequency:** The Board shall meet regularly as required

18.2 The Club President shall chair or appoint a chairperson for each or all meetings at his/her discretion. In the absence of the President, his/her authority is automatically delegated to the Vice President and then consequentially to the highest polling elected Club representative

18.3 **Quorum:** Two thirds (2/3rds) present (or the nearest whole number below) shall form a quorum. If, within half an hour of time appointed for any meeting, a quorum shall not be present the meeting shall be dissolved

18.4 **Voting:**

18.4.1 Majority: Decisions of the Board shall be by majority vote

18.4.2 Proxy: Only Board Members present at a Board meeting may vote at that meeting, except when Rule 7.6.2 applies

18.4.3 Casting Vote: In the event of equal voting for and against, the Chair may exercise a casting vote

18.5 **Sub Committees:** The Board shall have the power to appoint sub-committees for special purposes and to hold office at the will of the Board, with the authority delegated by the Board

18.6 **Notice:**

18.6.1 Special Meetings of the Board may be called by the Chair or any two Board Members without notice in emergency only. Every effort shall be made by the Secretary to contact each Board Member and obtain their views on the subject matter if they are unable to attend. Quorum rules apply. All decisions reached at such emergency special meetings shall be a majority of the full Board as if it had met with all present. If such a majority has to be obtained by absentee voting, the Secretary shall record such votes, which shall be confirmed at the next full meeting of the Board.

18.7 Subject to these Rules, the Board may regulate its own practices

18.8 **Openness:**

The meetings of the Board shall be open to the Members of the Club except during such times as the Board shall resolve to go "Into Committee: The Members of the Club must not speak or take any part in the proceedings or make any audible comment or interjection and must immediately retire when required to do so

19 **CLUB EVENTS COMMITTEE MEETINGS** (refer Appendix 4)

19.1 **Frequency:** The Club Events Committee shall meet regularly as required

20 **SUBSCRIPTIONS**

20.1 Annual Subscriptions and any discount or penalty attached shall be set by Members at the Annual General Meeting for the year commencing on September 1 following that meeting and shall remain unchanged unless fixed again in a General Meeting.

20.2 The annual subscription for each Member shall fall due immediately after the Annual General Meeting at which it was fixed

20.3 Notwithstanding the provisions of Rules 20.1 & 20.2 the Board may, from time to time approve special subscription levels for promotional or other purposes in consultation with the Club Manager

20.4 The annual subscription shall be payable yearly in advance on or before the last day of August in each year

20.5 A member incapacitated through illness, accident or distress may, on notice in writing given to the Secretary, have his subscription suspended or remitted

21 ELECTION OF OFFICERS

- 21.1 The Board shall appoint a Returning Officer from time to time, who shall call for nominations for elected members of the Board by notice on the Club notice board at least twenty eight (28) days before the Annual General Meeting or any General Meeting called because of the need for an election. Nominations shall be formally accepted by delivery to the Club Manager at least fourteen (14) days prior to the date of such General Meeting (refer Appendix 13)
- 21.2 Each candidate shall be proposed and seconded in writing by members of the Club and who have been financial members for at least twelve (12) month prior to the nomination
- 21.3 The Secretary shall post details of all candidates, including their names and those of proposer and seconder on a suitable notice board at least thirteen (13) days before the General Meeting
- 21.4 All retiring members of the Board shall be eligible for re-election
- 21.5 In the event that insufficient nominations are received to fill all vacant positions, Rule 18.3 shall be suspended and those elected shall have one (1) calendar month from taking office to appoint sufficient officers to fill such vacancies
- 21.6 If a vacancy occurs in the role of patron for any reason, an election for that position will be conducted in a General Meeting

22 VOTING PROCEDURE

- 22.1 All officers shall be elected by a poll conducted during the hours of 12pm and 7pm on the Wednesday through Saturday prior to the General Meeting. The Returning Officer shall present the results of the poll to the Annual General Meeting
- 22.2 In addition to the voting procedures outlined in paragraph Rule 22.1 voting shall be permitted for no more than ten (10) days prior to the General Meeting by arrangement with the Secretary after presenting evidence to the satisfaction of the Secretary of inability to vote as prescribed in paragraph Rule 22.1 above
- 22.3 All Members shall be entitled to vote, except that no member of staff may vote nor influence any election in any way
- 22.4 If the number of candidates for any office does not exceed the number required to be elected, the members nominated shall be elected without recourse to a vote
- 22.5 Immediately following declaration of the result thus obtained it shall be final and the ballot papers destroyed
- 22.6 Ballot papers shall be destroyed forty eight (48) hours after the declaration of the poll, except that any candidate or financial member may apply for a recount of recorded votes after the result of any election is posted provided that any such application shall be lodged within forty eight (48) hours of the declaration of the poll and accompanied by a deposit of fifty (\$50) dollars as a guarantee of good faith. Such deposit shall be refunded should the Returning Officer consider the application a reasonable one
- 22.7 Any such recount shall be confirmed by the Returning Officer. In the event of a recount – the declaration of the result thus obtained shall be final and the ballot papers destroyed.

23 **PATRON**

- 23.1 The Club may appoint a Patron for an indeterminate period and may review the role at each Annual General Meeting of the club
- 23.2 In the event of a constitutional crisis, the Patron shall have the power, together with twenty (20) members, to call and chair a General Meeting of the Club, due notice shall be given, unless this has already occurred, in line with these Rules

24 **AUDITOR**

- 24.1 An Auditor, who shall meet legal requirement as to qualification lawfully imposed on the Club, shall be appointed by the Board and subject to confirmation annually. The Board shall immediately fill any extraordinary vacancy that may arise in this role.
- 24.2 The Auditor may not be a member of staff nor a member of the Club
- 24.3 The Board is responsible to provide the Auditor with;
- (a) Access to all information of which the Board is aware that is relevant to the preparation of the financial statements such as records, documentation (including electronic documents) and other matters
 - (b) Any additional information that the Auditor may request from the Board for the purpose of the review: and
 - (c) Reasonable access to persons within the Club from whom the Auditor determines it necessary to obtain evidence
- 24.4 The Auditor shall have the power to call for the production of all books, papers and documents (including electronic documents) relating to the affairs of the Club. The financial statements shall be audited by him/her and, if correct, certified under his/her hand before they are submitted to the Annual General Meeting
- 24.5 The Auditor shall have the right to attend any meeting of the Club at which the Club's financial affairs are under discussion, but shall not be entitled to exercise a vote on any question
- 24.6 The Auditor shall be paid such reasonable fees as may be set and approved by the Board from time to time.

25 **PROPERTY**

- 25.1 Membership of the Club does not give any Member any transmissible or assignable interest by operation of law or otherwise, in any of the property or funds of the Club
- 25.2 If a person ceases to be a Member for any reason, any interest he/she may nevertheless possess in any of the effects, property or funds of the Club will vest in the Club

25.3 Any information which the Club provides for Members remains the property of the Club. Members must not pass any such information on to any Non-Member without the written consent of the Club

26 ADJUNCTS (Refer Appendix 9)

26.1 The Club shall recognise as Adjuncts sporting or special interest groups formed within the Club that meet the criteria set by the Board

26.2 Any assets of the Adjunct are the assets of the Club. All monies received for Adjuncts shall be paid into the Adjuncts bank account (refer Appendix 9)

26.3 All accounting, taxation, financial reporting and legal compliance responsibilities of the Adjunct shall rest with the Club

26.4 Adjuncts shall use the Club's accounting services in the following manner;

- (a) Adjuncts must have a separate bank account to the Club, which shall be on the Club's base bank account number
- (b) The Club Manager or in his/her absence, other duly authorised person, refer Rule 8.5
- (c) All payments on behalf of an Adjunct shall be made in accordance with the Club's Adjunct rules as approved by the Board from time to time

26.5 The Committee or the Adjunct shall not do or omit to do, anything that is likely to prejudice or not be in the best interests of the Club

26.6 Members of an Adjunct involved in any activity of or related to the Adjunct shall indemnify the Club and its representatives from any problem, direct or indirect loss or damage, claim or proceedings (including in negligence) caused or contributed to by that activity

27 COMMON SEAL

The Common Seal of the Club shall be in the custody of the Secretary on the Club's premises and shall be affixed to a deed or document only in pursuance of a resolution of the Board and in the presence of two (2) Board Members, one of whom shall be the President or Vice President

28 GUESTS AND VISITORS

The Club, under its Club Licence or Off Licence, must ensure that alcohol is only sold or supplied to Members, Authorised Customers or Authorised Visitors for consumption on (Club Licence) or off (Off Licence) the Club's premises

28.1 Authorised Customer

- (a) Any member of Club Mount Maunganui Inc can invite and accompany a guest/visitor(s) (Authorised Customer) to the Club
- (b) Any member introducing a guest/visitor(s) is responsible for the good conduct of that

guest/visitor(s) whilst on the club premises

- (c) Any guest/visitor(s) that wishes to be sold or supplied alcohol must first complete the appropriate authorised customer requirements required by the Club
- (d) Guest/Visitor(s) may only be sold or supplied alcohol for consumption on the premises while accompanied by a member of the Club
- (e) Guest/Visitors(s) will lose all rights and privileges to purchase or consume alcohol if they remain in the Club if/when the sponsoring member vacates the Club premises

28.2 **Authorised Visitors**

- (a) An affiliated member (Authorised Visitor) wishing to be sold or supplied alcohol for consumption on the premises must be able to produce valid proof of membership to an affiliated club/association at point of service
- (b) Any affiliated member introducing a guest/visitor(s) is responsible for the good conduct of that guest/visitor(s) whilst on Club premises. The guest/visitor(s) will lose all rights or privileges to purchase or consume alcohol if they remain in the Club if/when the sponsoring Authorised Visitor vacates the Club premises

28.3 Any guest/visitor(s) of a member of either Club Mount Maunganui Inc or affiliated clubs, that wishes to be sold or supplied alcohol must first complete the appropriate authorised customer and authorised visitor requirement required by the Club

28.4 Authorised Customers and Authorised Visitors are bound by the rules of the Club

28.5 The Duty Manager shall have the power to refuse privileges for any intending guest/visitor(s) or revoke privileges without any reason being supplied, this includes the right of the Duty Manager to refuse entry to the Club premises or removal of a guest/visitor(s) from the Club premises

29 **DISPUTES**

29.1 Except as otherwise provided in these Rules, every dispute in relation to these Rules between a Member or persons claiming through a Member and the Club or a Board Member shall be decided by the Board and the decision shall be binding and conclusive on all parties without appeal

30 **INTERPRETATION**

30.1 In the interpretation of these Rules, the decision of the Board shall be final and binding

31 **REVISION OF RULES**

31.1 These Rules may be revised or amended by a resolution passed by a sixty six percent (66%) majority of Financial Members present at a General Meeting

31.2 At least 14 days before the General Meeting at which any Rule Change is to be considered the Secretary shall give notice

- 31.3 When a Rule change has been approved by a General Meeting no Rule change shall take effect until the Secretary has filed the changes with the Registrar of Incorporated Societies
- 31.4 No addition or alteration or recession of the rules shall be approved if it affects the nonprofit aims, personal benefit or winding up clause. The provision and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document

32 BYLAWS

The Board may from time to time make, alter or rescind bylaws for the general management of the Club, so long as these are not repugnant to these Rules or to the provision of law. All such bylaws for the time being, shall be available for inspection by any member on request to the Secretary

33 BORROWING POWERS

The Club shall have power to borrow money by loan, overdraft or debentures at an interest rate and on such terms as the Board shall think fit and to give security over any property real or personal now or hereafter belonging to the Club for the payment of such monies and the interest thereon as the Board shall think fit

34 INVESTMENT OF CLUB FUNDS

So much of the funds of the Club as may not be wanted for immediate use may with the consent of the Board be invested in the name of the Club as the Board shall decide

- 34.1 The Board may:
- (a) Exercise any power a trustee might exercise;
 - (b) Invest in any investment that a trustee might invest in

35 DISSOLUTION

- 35.1 The Club may only be dissolved:
- (a) At a Special General Meeting call by the Board for that purpose; or
 - (b) As provided for the Incorporated Societies Act 1908 or the Friendly Societies and Credit Unions Act 1982 (whichever applies)
- 35.2 The Board shall administer the dissolution of the club
- 35.3 All monies or assets left after payment of all debts and liabilities and the costs of dissolution shall be distributed to a charitable organization or institution to be determined by the Board

36 CONFLICT OF INTEREST

For the purposes of this Rule and no other Rules;

“Officer” includes a member of the Board (including any other person who by precedent or agreement is an ex office member)

“Conflicts Register” means the policy document in which all conflict of interest matters are recorded

“Conflict of Interest” is a situation where there exists a relationship between an Officer and those listed below where such relationship is likely to or could affect the interests of the Club or that Officer’s independence and impartiality:

- (a) A Member
- (b) A Staff Member
- (c) A spouse, defacto partner, child or member of immediate household
- (d) A parent, uncle, aunt, brother, sister, or immediate relationship through marriage
- (e) A cousin in the first degree of blood relationship
- (f) A business partner or former business partner
- (g) A relative or close personal friend or associated person in the circumstances which is deemed by other members of the Board to constitute a conflict of interest

In all cases where a conflict of interest or possible conflict of interest arise concerning any matter or transaction there should be a disclosure by the Officer involved to the Board of which the Officer is a member or ex-officio Member

In the circumstances where a conflict of interest exists and whether or not it has been disclosed;

- (a) The Officer should not participate in any discussion or decision-making except by consent of the Board
- (b) The Officer should not be present during any discussion which relates to a staff member’s employment and where a conflict of interest is required to be disclosed
- (c) The minutes of or any record of any Board meeting shall disclose the voting participation as well as the name of the Officer abstaining for reason of conflict of interest rather than record a consensus decision
- (d) The disclosure of a conflict of interest at any Board meeting shall be promptly entered in the Conflicts Register of the Club

Any decision which is made or taken in breach of this Rule shall be invalid and ultra vires (be beyond the powers of) the Rules of the Club

37 PAYMENT MADE TO MEMBER(S) OR ASSOCIATED PERSON(S)

- 37.1 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 or any income, benefit, or advantage whatsoever

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

38 GENERAL

38.1 All matters provided for in these Rules shall, at all times, be dealt with in accordance with the following guiding principles:

- (a) The Club is established primarily for the benefit and convenience of its Members
- (b) The admission of non-members should at all times be subordinated to the comfort, well-being and satisfaction of Members
- (c) The admission of visitors should always be regarded as a privilege of the Members, granted to enable them to dispense periodic hospitality to their casual guests and not as a means of augmenting the revenue of the Club
- (d) At all the times the conditions of the Club's licence as issued by the Tauranga District Licensing Committee is to be maintained and upheld

39 COMMENCEMENT

These Rules shall come into force on the first day of
All previous Rules are hereby repealed as from that date. All acts of authority which originated there under shall endure for the purposes of these Rules as fully and as effectively as if they had respectively originated under the corresponding provisions of these Rules and for that purpose shall where necessary be deemed to have so originated

The foregoing Rules of Club Mount Maunganui Incorporated were duly adopted at a Special General Meeting of Members held onday of201

MEMBER'S CERTIFICATE

We hereby certify that these Rules have been approved at a General Meeting of Club Mount Maunganui (Incorporated) held on..... day of.....20.....

Names:

Signatures:

President:

Member:

Member: