



CONSTITUTION AND RULES

Version 1:0

Implemented 1 April 2026

Waikanae Chartered Club Incorporated CONSTITUTION AND RULES

Implemented On 1 April 2026

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1. NAME

- 1.1. The name of the Club shall be Waikanae Chartered Club Incorporated, hereafter referred to as “the Club”.

2. DEFINITIONS AND INTERPRETATION

- 2.1. **Definitions:** In this Constitution and the By-laws, unless the context otherwise requires:

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

“**Affiliated Club**” means a club which is a member of Clubs New Zealand Incorporated or some other club or association through whom the Waikanae Chartered Club Incorporated has an arrangement for reciprocal visiting rights for members, irrespective of whether the other club has an alcohol licence or a permanent charter or not.

“**Annual Subscription**” is the amount payable annually by Members in accordance with [Rule 9](#).

“**Auditor**” means the Club’s auditor pursuant to Rule 25

“**Authorised Customer**” has the same meaning as defined in section 60 of the Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof.

“**Authorised Visitor**” has the same meaning as defined in section 60 of the Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof.

“**Board**” means the Club’s governing Board pursuant to [Rule 13](#).

“**Board Member**” means a Member of the Club who has been appointed to the Board as set out in [Rule 13](#)

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

“**By-laws**” means the processes (rules) that are adopted at the time of formation of the Club or at a later date, that do not form part of the Constitution and may be added or changed or rescinded by a majority vote by the Board without reference to the Registrar of Incorporated Societies

“**Chair**” means the person who is chair of a meeting pursuant to [Rule 21.1](#).

“**Chair of the Board**” means the person who has been elected as set out in [Rule 13](#)

“Close Relation” means a relative or a current or former partner (by marriage, civil union, *or de facto*), parent, child, sibling, and any person who regularly resides in the household or who within the prior 6 months regularly resided in the household.

"Club" means Waikanae Chartered Club Incorporated, which combines the Waikanae Chartered Club and the Golden Coast Chartered Club. The latter, bringing members, assets and history to enhance the merged entity.

“Corporate Membership” means an association, club or other corporate body elected to become a Corporate Member of the Club pursuant to [Rule 7.6](#).

“Electoral Procedure” means a system for which the election of office bearers is utilised ranging from and not limited to, secret ballot, electronic voting system, postal ballot or any other properly conducted electoral process as approved by the AGM or Special General Meeting.

“Employee Member” means an employee of the Club who is accorded a limited form of Membership.

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

"Financial Statements" means the Club's statement of accounts made up to the last day of the Financial 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 Member" means a person elected to Junior Member of the Club pursuant to [Rules 7.4](#).

"Legal Purchasing Age" means the age at which a person may be sold or supplied with alcohol under current, relevant legislation for the Sale and Supply of Alcohol.

"Life Member" means a person elected to Life Membership of the Club pursuant to [Rules 7.5](#).

"Member" means any Ordinary, Junior, Life, Corporate, or Employee Member of the Club as set out in [Rule 7](#).

"Month" means calendar month.

“Officer” means a Member of the Board or a person occupying a position in the Club that allows the person to exercise significant influence over the management or administration of the Club.

"Ordinary Member" means a person elected to Ordinary Mof the Club pursuant to [Rule 7.3](#).

"Person" includes an individual, partnership, firm, company, body corporate, association, organisation or any other entity or organisation whether incorporated or not.

“Post” includes displaying information electronically and in prominent areas within the Club, including but not exclusively the Club Notice Board.

"President" means the Club's president elected pursuant to [Rule 20](#) The Club President will automatically be a Member of the Board.

“Secret Ballot” means a method of voting where the identity of those voting for or against the motion can be kept confidential.

"Treasurer" means the Club's treasurer who is a Member of the Board pursuant to [Rule 13](#).

"Vice-President" means the Club's vice-president elected pursuant to [Rule 20](#). The Club Vice-President will automatically be a Member of the Board.

"Year" means the Club's financial year of 1st April to 31st March.

3. REGISTERED OFFICE

- 3.1. The registered office of the Club shall be at 8 Elizabeth Street, Waikanae or such other places as the Board shall from time to time decide.

4. PURPOSE

- 4.1. The purposes for which the Club is established include:
- a) To conduct, administer and maintain a club for its Members, the community and for such persons as are authorised from time to time, and
 - b) To provide amenities and cultural activities, and
 - c) To promote sports, and
 - d) Generally, to provide an atmosphere where Members may meet and enjoy companionship and camaraderie with one another.

5. POWERS

- 5.1. The Club has the power to do the following in the pursuance of its purposes, subject to any limitations imposed by this Constitution:
- a) To fund its activities by subscriptions or payments from Members, fees, or other income.
 - b) To borrow, raise or secure the payment of money in such manner as the Club shall think fit, with or without security.
 - c) To purchase, sell, lease, exchange, maintain, improve, hire, dispose of, manage, invest, lend, mortgage, charge, gift or otherwise deal with any real or personal property.
 - d) To invest, lend or deal with any monies of the Club not required for immediate use in such investments as the Club may think fit.
 - e) To employ and remunerate staff.
 - f) To undertake legal action.
 - g) To form and disband adjuncts.
 - h) To enter into any contract, make any arrangements, or undertake any activity for the financial or other benefit of the Club.
 - i) To make regulations and by-laws for the conduct of the Club and the discipline required of members, which shall not be inconsistent with the provisions of the Incorporated Societies Act 2022, any other current and relevant legislation and follow the principles of Natural Justice.
 - j) To conduct any other functions as outlined in this Constitution.
 - k) To use any rights or privileges that the Club may deem necessary or convenient for carrying out its powers, or further its purpose under this Constitution.
 - l) To do anything incidental or conducive to the attainment of any of the objects of the Club.
 - m) To enter into reciprocal rights agreements with other entities as it seems fit.
 - n) To keep an up-to-date register of Members.
 - o) Develop policies to cover all unforeseen and possible matters in order to operate its business.

6. PERSONAL BENEFIT

- 6.1. As a not-for-profit organisation, the officers and Members may not receive any distributions of profit or income from it. This does not prevent officers or Members:
- a) Receiving reimbursement of actual and reasonable expenses incurred, or
 - b) Entering into any transactions with the organisation for goods or services supplied to or from them, which are at arm's length, relative to what would occur between unrelated parties. Provided no officer or Member is allowed to influence any such decision made by the organisation in respect of payments or transactions between it and them, their direct family or any associated entity.
- 6.2 Officers and Members entering into transactions with, or influencing decisions made by, the Club should declare any financial or other interests as per Rule 13.10.

7. MEMBERSHIP

- 7.1. Upon approval of a written application to become a Member (all classes) which includes the applicant's consent to become a Member, the Member's acknowledgement that they accept all Club policies, by-laws and the Constitution of the Club, the applicant will become a Member upon payment of any applicable fees.
- 7.2. Classes of Membership: The Members of the Club shall be divided into the following classes:
- a) Ordinary
 - b) Junior
 - c) Life
 - d) Corporate
 - e) Employee
- 7.3. **Ordinary Membership:** Individuals of at least the legal purchasing age may apply to become Ordinary Members of the Club in accordance with the following rules:
- a) Each applicant for Ordinary Membership shall complete the applicable application form.
 - b) Each applicant shall deposit, at the time of application, a subscription of such sum as per Rule 9 of this Constitution.

- c) An application for Ordinary Membership is deemed to be a declaration that the applicant consents to Membership, acknowledges that their information will be entered into the Register of Members and agrees to be bound by this Constitution, by-laws and policies.
- d) Subject to the foregoing, Ordinary Members shall be entitled to:
 - I. Enjoy the facilities of the Club during times that it is open.
 - II. Enter any club with whom reciprocal visiting arrangements are in place, provided it is in accordance with that club's rules; and
 - III. Hold office in accordance with this constitution and have an equal voice in all business of the Club.
- e) The Board reserve the right to revoke Ordinary Membership if the Ordinary Member is found to have provided false information or is deemed to have breached the Club's Constitution In the event that Ordinary Membership is revoked:
 - I. The Member shall be informed in writing of the decision; and
 - II. The subscription fee will be refunded in full.

7.4. **Junior Membership:**

Notwithstanding any other rules, the following rules set out provisions applying specifically to Junior Members. For the avoidance of doubt, where there is conflict or ambiguity between these rules and any other rule in this Constitution, then this rule relating to Junior Members shall prevail. Subject to the provision contained in these rules, all rules shall apply to Junior Members in the same way as they do to Ordinary Members.

- a) Individuals aged under the legal purchasing age may apply to become Junior Members of the Club in accordance with the procedure for Ordinary Membership set out in Rule 7.3(a)-(c).
- b) On reaching the legal purchasing age, Junior Members are eligible to apply for Ordinary Membership.
- c) Members shall automatically lose their Junior Membership status:
 - i. One month after reaching the legal purchasing age; or
 - ii. Upon admission as an Ordinary Member, whichever is earlier.

- d) A Junior Member's rights are restricted by the following:
 - i. No voting rights at any General Meeting.
 - ii. No right to hold office or be a Member of the Board.
 - iii. No right to participate in any alcohol promotions, accept alcohol as a prize in any Club activity, purchase alcohol or accept alcohol from any Member except their parent or legal guardian.

7.5. **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 with a supporting letter outlining the meritorious work or service achieved by the Member, and that nomination shall be forwarded to the Board, no later than one calendar month before the Club's Annual General Meeting.
- c) No nomination for Life Membership shall be put to the Annual General Meeting unless it has the majority support of the Board.
- d) The Board shall post notice of its intention to recommend a Life Member on the Club's noticeboard for fourteen (14) clear days prior to the Annual General Meeting in any year.
- e) The Club may elect a Member recommended by the Board to Life Membership by simple majority at the Annual General Meeting.
- f) Life Members are eligible to vote, hold office and enjoy all the rights and privileges of Membership.
- g) Life Members shall not be charged an annual subscription but shall be deemed to be Financial Members.

7.6. **Corporate Membership:** In accordance with the Incorporated Societies Act 2022 an association, Club or other corporate body may apply to become a Corporate Member of the Club in accordance with the following rules:

- a) Any association, club or corporate body wishing to apply for corporate Membership under these rules shall complete the applicable application form.
- b) Each applicant shall deposit, at the time of application, a subscription of such sum as per Rule 9 of this constitution.

- c) An application for Corporate Membership is deemed to be a declaration that the applicant consents to Membership, acknowledges that their information will be entered into the Register of Members and agrees to be bound by this Constitution, by-laws and policies.
- d) Each application for Corporate Membership shall be considered at the next meeting of the Board. The decision of the Board shall be final and, in the event, that the application is not approved by the Board, the candidate shall be informed in writing of the decision and receive a full refund of all money paid by way of subscription.
- e) For the purposes of voting, quorum or other count of financial Members under these rules a Corporate Member shall be the equivalent of one Member of the Club and at all times the annual Membership fee payable by the Corporate Member shall be not less than three (3) times the fee payable by an Ordinary Member.
- f) On applying to join, the applicant for corporate Membership shall supply the Club with a list of corporate affiliates (up to three (3) per Corporate Membership) 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) Those persons who are on the list of corporate affiliates supplied by the Corporate Members and who do not otherwise hold Membership of the Club shall be deemed to be members of and subject to the rules of the Club with the following limitations:
 - I. The right of entry to the Club premises is restricted to such times as the Corporate Member is using the premises for an agreed purpose.
 - II. The voting and speaking rights at meetings of the Club shall be limited to the rights extended to the Corporate Affiliate.
 - 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 7](#).

7.7. **Employee Membership:** Individuals of at least the legal purchasing age who are employees of the Club may apply to become Employee Members of the Club in accordance with the following rules:

- a) Individuals who are employees of the Club may apply for Employee Membership of the Club in accordance with the procedure for Membership set out in Rule 7.3(a)-(c).
- b) In the event that an Employee Member is no longer employed by the Club their Membership will be rescinded and they will be eligible to apply to become Ordinary Members as per Rule 7.3(a)-(c).
- c) Employee Members have no voting or speaking rights at any General Meeting.
- d) Employee Members have no right to hold office, be a Member of the Board, or participate in any election process of the Club.
- e) The Board and management reserve the right to introduce policies excluding Employee Members from participating in promotions and other activities within the Club whilst on duty.
- f) For the avoidance of doubt any matters relating to an Employee Member or Membership will be dealt with by the Secretary Manager in accordance with relevant employment law and the employees employment agreement.

8. REGISTER OF MEMBERS

- 8.1. The Club will maintain a register of Members in accordance with the Incorporated Societies Act 2022.
- 8.2. The Register of Members will at all times be administered in accordance with the Privacy Act 2020 and the Club's Privacy Policy.
- 8.3. The Club will update the Register of Members as soon as practicable after becoming aware of changes to the information recorded on the register.
- 8.4. Subject to certain grounds for refusal set out in the Privacy Act 2020, Members have the right to access the information held about them within the Register of Members and to request a correction at any time.

9. SUBSCRIPTIONS

- 9.1. The Annual Subscription relating to each category of Membership shall be such sum as shall be determined by the Board from time to time.
- 9.2. The Annual Subscription shall be payable yearly in advance on or before the last day of March in each year.

- 9.3. Any Member whose subscription or other dues are not paid by the date referred to in [Rule 9.2](#). shall:
- a) Thereupon automatically cease to be a Financial Member and lose their associated rights and privileges
 - b) If after one calendar month the subscription remains in arrears, the register of Members will be updated to record the date on which they ceased to be a Member
 - c) Not be relieved from payment of the Annual Subscription or of any other payment due or payable to the Club
 - d) Not be refunded any subscription or other payment already paid except as provided in [Rule 7.3\(e\)\(ii\)](#); and [7.7\(d\)](#)
 - e) Reapply for Membership pursuant to the rules for the applicable category of Membership if they wish to be reinstated as a Member
- 9.4. A Member incapacitated through illness, accident or distress may, on notice in writing given to the Secretary, have their subscription suspended or remitted.
- 9.5. Failure to pay the Annual Subscription due will result in the Membership ceasing.

10. RESIGNATION

- 10.1. Members wishing to resign their Membership must do so in writing to the Secretary of the Club *via* email, post or hand delivery.
- 10.2. A resignation will not become effective until all subscriptions, levies or other payments owing at the date the resignation are received, are paid.
- 10.3. No such resignation shall relieve any Member from payment of any subscription, levy, or other payment due or payable at the time of resignation.
- 10.4. No subscriptions, levies or other payments already received by the Club as at the date of resignation shall be refunded to the resigning Member on resignation.
- 10.5. On the death of a Member, Membership rights and privileges will cease and are not transferable.

11. DISPUTE RESOLUTION

- 11.1. A dispute is a disagreement or conflict involving the Club and/or its Members in relation to specific allegations set out below.

- 11.2. The disagreement or conflict may be between any of the following persons:
 - a) Two (2) or more Members
 - b) One (1) or more Members and the Club
 - c) One (1) or more Members and 1 or more Officers of the Club
 - d) Two (2) or more Officers of the Club
 - e) One (1) or more Officers and the Club
 - f) One (1) or more Members or Officers and the Club.

- 11.3. The disagreement or conflict relates to any of the following allegations:
 - a) A Member or an Officer has engaged in misconduct
 - b) A Member or an Officer has breached, or is likely to breach, a duty under the Club's Constitution or bylaws or the Incorporated Societies Act (2022)
 - c) The Club has breached, or is likely to breach, a duty under the Club's Constitution or bylaws or the Incorporated Societies Act (2022)
 - d) A Member's rights or interests as a Member have been damaged or Member's rights or interests generally have been damaged.

- 11.4. A Member or an Officer may make a complaint by giving to the Secretary Manager a notice in writing that:
 - a) states that the Member or Officer is starting a procedure for resolving a dispute in accordance with the Club's Constitution; and
 - b) sets out the allegation(s) to which the dispute relates and whom the allegation or allegations is or are against; and
 - c) sets out any other information or allegations reasonably required by the Club.

- 11.5. The Club may make a complaint involving an allegation against a Member or an Officer by giving to the Member or Officer a notice in writing that:
 - a) states that the Club is starting a procedure for resolving a dispute in accordance with the Club's Constitution; and
 - b) sets out the allegation to which the dispute relates.

- 11.6. The information setting out the allegations must be sufficiently detailed to ensure that a person against whom an allegation or allegations is made is fairly advised of the allegation or allegations concerning them, with sufficient details given to enable that person to prepare a response.

- 11.7. A complaint may be made in any other reasonable manner permitted by the Club's Constitution.

- 11.8. All Members (including the Board) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the Club's activities.

- 11.9. The complainant raising a dispute, and the Board, must consider and discuss whether a dispute may best be resolved through informal discussions, mediation or arbitration. Where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement.

- 11.10. A Member or an Officer may make a complaint by giving to the Secretary Manager a notice in writing that:
- a) states that the Member or Officer is starting a procedure for resolving a dispute in accordance with the Club's Constitution; and
 - b) sets out the allegation or allegations to which the dispute relates and whom the allegation is against; and
 - c) sets out any other information reasonably required by the Club.
- 11.11. The Club may make a complaint involving an allegation or allegations against a Member or an Officer by giving to the Member or Officer a notice in writing that:
- a) states that the Club is starting a procedure for resolving a dispute in accordance with the Club's Constitution; and
 - b) sets out the allegation to which the dispute relates.
- 11.12. The information given under subclause (11.10) or (11.11) must be sufficient to ensure that a person against whom an allegation is made is fairly advised of the allegation or allegations concerning them, with sufficient details given to enable that person to prepare a response.
- 11.13. A complaint may be made in any other reasonable manner permitted by the Club's Constitution.
- 11.14. A Member or an Officer who makes a complaint has a right to be heard before the complaint is resolved or any outcome is determined.
- 11.15. If the Club makes a complaint:
- a) the Club has a right to be heard before the complaint is resolved or any outcome is determined; and
 - b) an Officer may exercise that right on behalf of the Club.
- 11.16. Without limiting the manner in which the Member, Officer, or Club may be given the right to be heard, they must be taken to have been given the right if:
- a) they have a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
 - b) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
 - c) an oral hearing (if any) is held before the decision maker; and
 - d) the Member's, Officer's, or Club's written or verbal statement or submissions (if any) are considered by the decision maker.
- 11.17. The Club must, as soon as is reasonably practicable after receiving or becoming aware of a complaint made in accordance with its Constitution, ensure that the dispute is investigated and determined.

- 11.18. Disputes must be dealt with under the Constitution in a fair, efficient, and effective manner and in accordance with the provisions of the Incorporated Societies Act (2022).
- 11.19. Despite 11.17 and 11.18, the Club may decide not to proceed further with a complaint if:
- a) the complaint is considered to be trivial; or
 - b) the complaint does not appear to disclose or involve any allegation of the following kind:
 - i) that a Member or an Officer has engaged in material misconduct:
 - ii) that a Member, an Officer, or the Society has materially breached, or is likely to materially breach, a duty under the Society's Constitution or bylaws or the Act:
 - iii) that a Member's rights or interests or Members' rights or interests generally have been materially damaged:
 - c) the complaint appears to be without foundation or there is no apparent evidence to support it; or
 - d) the person who makes the complaint has an insignificant interest in the matter; or
 - e) the conduct, incident, event, or issue giving rise to the complaint has already been investigated and dealt with under the Constitution; or
 - f) there has been an undue delay in making the complaint.
- 11.20. The Club may refer a complaint to:
- a) a subcommittee or an external person to investigate and report; or
 - b) a subcommittee, an arbitral tribunal, or an external person to investigate and make a decision.
- 11.21. The Club may, with the consent of all parties to a complaint, refer the complaint to any type of consensual dispute resolution (for example, mediation or facilitation).
- 11.22. A person may not act as a decision maker in relation to a complaint if two (2) or more Members of the Board or a complaints subcommittee consider that there are reasonable grounds to believe that the person may not be:
- a) impartial; or
 - b) able to consider the matter without a predetermined view.

12. IMMEDIATE SUSPENSION

- 12.1. The Club Secretary Manager may suspend or serve a trespass notice to any Member who breaches current relevant legislation in relation to the Sale & Supply of Alcohol and Class 4 Gambling, Racing industry Act or any other applicable Act. Such suspension or trespass notice must be conveyed to all Board Members at earliest notice. The Board shall determine if a Disciplinary process should be initiated.

13. BOARD

13.1. The Board Members of the Club shall be:

- a) The Club President (Elected at AGM)
- b) The Club Vice-President (Elected at AGM)
- c) A Treasurer, who may be co-opted
- d) A minimum of four (4) and a maximum of five (5) elected or suitably qualified Members. From this group of people, a Board Chair will be elected by the Board. The majority of the Board must be elected or approved by the Members at an AGM.
- e) The Immediate Past President and Chair may, at the discretion of the Board, serve *ex officio* for a period not exceeding twelve (12) months. These will be supernumerary positions with no voting power nor contribution to forming a quorum.

13.2. The Board may in addition co-opt any person to assist with its functions, supernumerary to the above positions, as required from time to time, with no voting power nor contribution to forming a quorum.

13.3. **Eligibility:** Each Board Member described in Rule 13.1. must:

- a) Meet the eligibility criteria set out within the Incorporated Societies Act 2022;
- b) Be a Financial Member of the Club;
- c) Not be an employee of the Club;
- d) Not be a Close Relation of an employee of the Club, office holder or nominee for office, without prior approval of the Board;
- e) Have been a Financial Member for at least 2 years immediately before nomination;
- f) For the position of President have served previously on the Board;
- g) For the position of Chair of the Board have served previously on the Board;
- h) For the position of Treasurer shall have requisite financial skills;
- i) Have completed the Appropriate Nomination form.

- j) Have consented in writing to be a Member of the Board.

13.4. **Term of Office:** Board Members, including the Chair of the Board, shall:

- a) Notwithstanding Clause 13.2, remain in office for a two-year term running from the time of election at an Annual General Meeting until the conclusion of the following second Annual General Meeting unless sooner removed by death, resignation or otherwise.
- b) Be eligible for nomination to serve further terms pursuant to the appointment process at Rule 13.6.

13.5. **Appointment:** The Board shall be appointed in the following manner:

- a) Nominations for Board Members must be:
 - I. In writing on the applicable nomination form.
 - II. Proposed, by a Financial Member, and Seconded by another Financial Member.
 - III. Deposited with the Secretary Manager at least twenty-one (21) clear days before the AGM.
- b) The President, Chair of the Board, and two other Board members will evaluate the nominations for vacant positions to determine eligibility pursuant to Rule 13.3. This may include an appraisal of the suitability and experience given the needs of the Board.
- c) The Secretary Manager will at least seven (7) clear days prior to the date of the AGM, display within Club Premises and one email newsletter a list setting out the name of each eligible nominee and the position in respect of which each nomination is made.
- d) If there are insufficient nominations to fill a vacant Board role, the Board may co-opt an eligible person to fill the vacant role(s) or leave the position(s) vacant providing that a quorum required by [Rule 23.3](#) is maintained.
- e) If there are more eligible nominees than vacant positions, an election will be held to select appointees. The election shall be pursuant to [Rule 22.10](#), held either at, or within ten (10) working days after, the Annual General Meeting.
- f) If a recount of votes is required, the following process will be adopted:
 - I. The recount will be conducted by the Returning Officer and appointed scrutineers who were not involved with the original count.

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

g) In the event of a tie, the Chair of the Board has a casting vote

13.6. **Resignation:**

- a) A Member of the Board may resign by signing a written notice of resignation and giving it to the Board. The notice of resignation is effective when it is received by the Board or at a later time specified in the notice, but not exceeding seven (7) days.
- b) Board Members are deemed to have resigned if they are absent from (3) consecutive meetings of the Board without leave of the Board.

13.7. **Removal from Office**

- a) A Member of the Board may be removed from office for any reason which the Board deems expedient in accordance with the following:
 - I. The Board shall convene to consider the removal.
 - II. The Board must give seven (7) clear days' notice in writing to the Board Member in question, informing them of their right to appear and be heard at that Meeting.
 - III. After the Board Member in question has had the opportunity to be heard, the Meeting may elect to remove them from office by a two thirds (2/3) majority vote.
 - IV. If the Meeting elects to remove the Board Member, such removal shall be effective immediately.
- b) On receipt of a notice of motion of no confidence in one or more Board Member(s) signed by fifty (50) or more Financial Members, the Board will convene a Special General Meeting and proceed in accordance with [Rule 22](#).
 - I. In the event that a notice of motion of no confidence is raised against more than one Board Member or the entire Board, the motion will be discussed and voted on at the Special General Meeting. If the motion is carried, the meeting will appoint three (3) Members of the Club to assume the governance role until new elections can be conducted at a date set by the special general meeting.

- c) A Board Member, who has been convicted of any offence which in the opinion of a majority of the Board brings the Club into disrepute shall automatically and immediately be removed from office.
 - d) A Board Member, who becomes disqualified from holding office in accordance with Section 47(3) of the Incorporated Societies Act 2022 shall automatically and immediately be removed from office.
 - e) The Board may elect to remove a Board Member who becomes physically or mentally incapacitated to the extent that he or she cannot carry out their duties as a Board Member.
 - f) No Board Member who has been removed from office shall be eligible for re-election without the consent of a General Meeting.
- 13.8. **Vacancy:** Any vacancy in any Board position that is not filled at an election, or which occurs between elections shall be filled by the next highest polling candidate at the preceding election or not filled as the Board see fit, providing a Board quorum remains.
- 13.9. **Powers:** The Board shall, subject to any limitations imposed by this Constitution, have the power to:
- a) Exercise all the powers and authorities of the Club
 - b) Do such other acts and things as it deems necessary or expedient for carrying on the business of the Club
 - c) Form standing or *ad hoc* committees for the purpose of exercising its duties, authorities, or powers
 - d) Delegate its duties, powers, and authorities to the Secretary Manager or to a committee formed under [Rule 11](#)
 - e) Co-opt any person to assist with its functions
 - f) From time to time, as they see fit make By-Laws that are consistent with the Constitution of the Club for operational purposes. A register of these By-Laws must be kept, and Members must have access to the register on request; and
 - g) Consider and develop policies pertaining to the operation of the Club or as required by law.
- 13.10. **Duties:** Board Members shall at all times:
- a) Render every assistance to the Chair of the Board, President, Vice-President, Secretary Manager, and staff of the Club to maintain order and to prevent

infringement of the Rules, Regulations or By-Laws or the terms of any charter or licence which may from time to time be granted to the Club.

- b) Use powers for the proper purpose, to comply with the Act and the Club's Constitution.
- c) Act in good faith and the best interests of the Club.
- d) Exercise a degree of care and diligence of a reasonable person with such responsibilities.
- e) Not allow the Club activities to be carried on in a reckless manner or in a way likely to create a substantial risk of serious loss to the Club's creditors.
- f) Not to allow the Club to incur obligations that the officer does not reasonably believe will be fulfilled.
- g) Render any other duties which the Board of the Club may from time to time determine.

13.11. **Interests Register:** The Board must keep and maintain a register of disclosures made by officers under Section 73 of the Incorporated Societies Act 2022.

- a) The Interests Register must be made available for inspection by the officers of the Club at any reasonable time.
- b) An officer with a direct or indirect financial interest in a matter must disclose as soon as practicable details of the nature and extent of the interest.
- c) A member of the Board who has an interest in a matter:
 - I. Must not vote or take part in a decision of the Board relating to the matter; and
 - II. Must not sign any document relating to the entry into a transaction or the initiation of the matter; but
 - III. May take part in any discussion of the Board relating to the matter and be present at the time of the decision.

14. BOARD CHAIR, PRESIDENT, VICE PRESIDENT

14.1. The Chair of the Board shall be the contact person whom the Registrar can contact when needed.

14.2. The Chair of the Board shall be the Club's representative with the Secretary Manager, in matters of Club business.

- 14.3. In the event of a vacancy of the office of the Chair, the Board shall elect a Board Member to that position.
- 14.4. The Chair shall preside over all meetings of the Board and over all General meetings of the Members; in the absence of the Chair, another elected Board Member shall preside.
- 14.5. At all meetings the presiding Chair shall be entitled to a casting vote.
- 14.6. The resident and Vice-President shall be *ex officio* members of all committees, and Adjuncts.
- 14.7. The President of the Club shall:
- (a) be the representative of the Club's Membership
 - (b) attend as many of the General Meetings of the Club
 - (c) be a Member of the Board
 - (d) be the Chairperson of the Social and Events Committee
 - (e) be an *ex officio* of all sub committees and adjuncts
- 14.8. 15.2 The Vice President of the Club shall in the absence of the President, assume duties and responsibilities of the President.
- 14.9. 15.3 The President and the Chair of the Board shall have the right of entry upon the Club premises at any time.

15. SOCIAL AND EVENTS COMMITTEE

- 15.1. A Social and Events Committee shall be elected at each AGM to carry out the duties set out in Rule 17. The Committee shall comprise:
- (a) The President, who will be the Chair of this Committee
 - (b) The Vice-President; (who will act as Chair in absence of the President)
 - (c) A minimum of three (3) and a maximum of six (6) other Committee members elected at the AGM which may include one representative of Junior Members.
 - (d) Any other Members co-opted for specific expertise from time to time.
- 15.2. The members of the Social and Events Committee shall serve on that Committee until the next AGM and shall be eligible to be elected for further terms, except for the inaugural Committee members who shall serve until the AGM in 2026.
- 15.3. The duties of the Social and Events Committee shall be:

- (a) acting on the instructions of the Board in conjunction with the Secretary Manager
- (b) organising social entertainment and inter-club activities appropriate to the Objectives of the Club; arranging and controlling all competitions, Membership draws and raffles
- (c) promoting Membership of the Club in consultation with the Secretary Manager
- (d) making recommendations to the Secretary Manager on planning in the areas of social activities and events
- (e) overseeing activities to enhance the Club for the benefit of the Members such as, but not limited to, assisting the Secretary Manager with Membership functions, raffles, adjunct activities, inter-club activities, competitions and draws
- (f) generally encouraging adjunct activities

16. SECRETARY (MAY BE INCORPORATED WITH MANAGER)

16.1. The Club shall appoint a Secretary whose duties shall be to:

- a) Attend to the accounting and clerical duties of the Club
- b) Take minutes of Board and General Meetings
- c) Generally, conform to such regulations as shall from time to time be made by the Board

16.2. 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 office of Secretary with that of Secretary Manager.

17. SECRETARY MANAGER

17.1. It shall be the duty of the Secretary Manager to carry out all such duties as are required to manage the affairs of the Club. The Secretary Manager shall be accountable to the Board, being that body's only direct employee. All other employees shall be under the direct control of the Secretary Manager.

17.2. The Secretary Manager shall report to the Board Chair on matters of the staff engaged or contractors, their employment and performance, and any other matter that the Secretary Manager considers involves the Board and/or should be brought to the attention of the Board Chair touching and concerning the Club.

17.3. The role and responsibilities of the Secretary Manager shall be detailed in:

- a) A Position Description, which shall be kept up to date by the Board; and

b) An Employment Agreement.

17.4. The Secretary Manager shall attend and take part in all Board and General Meetings except on occasions and for issues where the Board decides otherwise. The Secretary Manager shall not be entitled to exercise a vote on any question.

17.5. The Secretary Manager's remuneration shall be determined by the Board.

18. STAFF

18.1. All other employees of the Club shall be appointed by and be under the control of the Secretary Manager or their deputy. The Board Chair or a delegated Board Member may assist the Secretary Manager in staff-related matters if the Board deems it necessary.

18.2. No Member may reprimand an employee. All complaints about the conduct of employees shall be in writing to the Secretary Manager.

19. INDEMNITY AND INSURANCE

19.1. The Club may indemnify or obtain insurance for an Officer, Employee or a Member for liabilities or costs to the extent permitted by law.

19.2. No Officer shall be liable for the acts or defaults of any other Officer, or any loss caused by such acts or defaults, unless caused by their own wilful default or wilful acquiescence.

19.3. The Officers shall be indemnified by the Club for all liabilities and costs reasonably incurred by them in proper performance of their functions and duties, other than as a result of their wilful default.

20. ANNUAL GENERAL MEETING

20.1. The Annual General Meeting of the Club shall be held not later than the last day of July each year.

20.2. The Annual General Meeting of the Club must be held by a quorum of Members. Participation in the meeting shall be in person, or electronic communication as determined by the Board for the purpose of receiving:

a) An annual report on the operations and affairs of the Club for the previous financial year

b) Adopting the Financial Statements of the Club.

- c) Providing notice of the disclosures of interests, including a brief summary of the matters, or types of matters, to which those disclosures relate.
 - d) Considering and, if necessary, acting on any motion relating to the Annual Report or Financial Statements.
 - e) Considering and, if necessary, acting on, any other motion of which due notice pursuant to [Rule 30](#) has been given.
 - f) Election of Returning Officer.
 - g) Election of President.
 - h) Election of Vice-President.
 - i) Election of Auditor; and
 - j) Written general business.
- 20.3. At least fourteen (14) clear days before the Annual General Meeting, the following shall be posted on the Club's notice board and electronic media:
- a) Notice of the Annual General Meeting.
 - b) The Annual Report.
 - c) The Financial Statements.
 - d) Notice of Disclosures; and
 - e) Notice of any other business to be transacted at the Meeting.

21. SPECIAL GENERAL MEETING

- 21.1. The Board shall convene a Special General Meeting if at any time:
- a) The Board considers such a meeting necessary or desirable; or
 - b) The Secretary Manager receives a written requisition to do so signed by not less than fifty (50) Financial Members stating the purpose of the Meeting requisitioned, in which case the meeting must be convened for that purpose only.
- 21.2. Seven (7) clear days' notice specifying the time and place of a Special General Meeting, its purpose and an agenda shall be given by notice on the Club's notice board and electronic media.

22. CONDUCT OF GENERAL MEETINGS

- 22.1. At all General Meetings, the Chair shall be.
- a) The Chair of the Board; or
 - b) In their absence, the President; or
 - c) In the absence of both the Chair of the Board and the President, a Board Member appointed pursuant to [Rule 13.1\(e\)](#) and elected by the Meeting; or
 - d) If the Board deem it necessary due to the nature of the business to be discussed at a Special General Meeting, an independent Chair appointed by the Board.
- 22.2. The quorum for a General Meeting shall be 50 Financial Members.
- 22.3. Minutes of all General Meetings are required to be kept.
- 22.4. A General Meeting shall be adjourned if:
- a) A quorum is not present within half an hour after the time fixed for the Meeting; or
 - b) A quorum is present and the Meeting elects to adjourn.
- 22.5. If a Meeting is adjourned, the Board shall:
- a) Fix a new date not more than fourteen (14) clear days later; and
 - b) Give at least three (3) working days' notice of the adjourned Meeting by notice on the Club's notice board and social media platforms.
- 22.6. If a quorum is not present at an adjourned Meeting, the Meeting shall lapse. If a quorum is not present for a Special General meeting, the agenda as displayed on the Notice Board shall automatically revert to the Board to adjudicate on.
- 22.7. **Resolutions:**
- a) A Member may without notice ask any question or move any resolution relative to the Annual Report or Financial Statements.
 - b) Any Member intending to move a resolution bearing on any other matter must give notice of the proposed motion, seconded by another Member, to the Secretary Manager at least twenty-one (21) clear days before the Meeting and such notice of motion shall be forwarded to each Member with the notice of the Meeting.

22.8. **Procedure:** The following rules of debate shall apply:

- a) Each Member may speak only once to each motion or amendment, except the mover, who may reply.
- b) The mover of any resolution or substantial amendment to a resolution shall be allowed a maximum of five (5) minutes in which to introduce their proposition and a maximum of five (5) minutes for reply, and any other speaker will be allowed a maximum of five (5) minutes.
- c) The Chair shall decide whether any amendment proposed to a resolution is a substantial amendment or not.
- d) If freer discussion of any subject is desired, any Member may move that the Meeting go into committee on that subject and such motion shall be immediately put and decided by a show of hands.
- e) In committee no Member shall speak for more than five (5) minutes at a time.
- f) When in committee any Member may move that the ordinary meeting shall be resumed, and such motion shall be immediately put and decided by a show of hands.
- g) The Chair may suspend or remove unruly persons and in the event of such occurrences may adjourn the Meeting.

22.9. Except as otherwise provided by these Rules, all questions shall be decided by simple majority vote.

22.10. **Voting:** At any General Meeting:

- a) Each Ordinary, Life, and Corporate Member shall be entitled to be present and to give one vote on all Resolutions.
- b) The vote shall be taken by secret ballot and is passed by a simple majority of Members present (except for Resolutions which amend the Constitution, in which case a 60% majority is required); and
- c) In the event of equal votes being cast, the Chair shall have a casting vote.

23. BOARD MEETINGS

23.1. The Board shall meet as and when required but at least once a month either in person or by conference call.

23.2. At all Board Meetings, the Chair shall be:

- a) The elected Chair of the Board; or
 - b) In their absence, a Board Member elected by the Meeting.
- 23.3. The quorum for a Board Meeting shall be not less than 60% of its voting Members, rounded up to the next whole number.
- 23.4. Minutes of all Board Meetings are required to be kept.
- 23.5. Any Board Meeting shall be adjourned if:
- a) A quorum is not present within half an hour after the time fixed for the Meeting; or
 - b) A quorum is present and the Meeting elects to adjourn.
- 23.6. If a Board Meeting is adjourned, the Board shall:
- a) Fix a new date not more than fourteen (14) clear days later; and
 - b) Give at least three (3) working days' notice of the adjourned Meeting to each Board Member.
- 23.7. If a quorum is not present at an adjourned Meeting, the Meeting shall lapse.
- 23.8. Except as otherwise provided by this Constitution, all questions raised at a Board Meeting shall be decided by a simple majority of votes cast.
- 23.9. In the event of equal votes being cast, the Chair shall have a casting vote.

24. ACCOUNTS AND FINANCIAL MANAGEMENT

24.1. General Accounting and Financial Management

- a) The Board shall ensure that accounting records are kept that:
 - I. Correctly record all transactions; and
 - II. Allow for the production of Financial Statements in compliance with the Incorporated Societies Act 2022 and any other relevant legislation; and
 - III. Enable the Financial Statements to be readily and properly audited if required under any legislation or this Constitution.
- b) The Board will ensure that an appropriate accounting system is adopted to maintain a satisfactory system of control of the Club's accounting records.

- c) All revenue shall be banked with the approved financial institution after being accounted for within the Club's accounting system.
- d) Payments are to be authorised by two approved persons.
- e) The Club shall make returns required by the relevant New Zealand legislation and comply with all the relevant requirements of those Acts.

24.2. Board and Officer Expenses

- a) Any expense incurred by Board Members or Officers must have prior approval.
- b) Board Members or Officers representing the Club whilst at conference or events shall be paid actual and reasonable expenses subject to prior approval.
- c) Allowances/Honorariums for Board Members, if any, and as approved by the Board are to be paid bi-annually

24.3. Adjunct Accounts and Financial Management

- a) All Adjuncts must conduct their financial transactions within the confines of this Constitution and according to the Club's accounting system and processes.
- b) Each Adjunct will have lodged a minimum of three (3) original signatures and names of the persons authorised to uplift cash or authorise payments from the Adjunct's accounts.
- c) Within one month of the Adjunct's AGM, its financial report, AGM minutes, and a list of the Adjunct's committee members shall be made available to Members.
- d) Adjunct expenditure shall be approved by the Club Secretary Manager or delegated Officer of the Board.
- e) All raffle money shall be deposited with the Duty Secretary Manager on the day of the raffle, no monies are to be removed from the Club Premises.

25. AUDITOR

- 25.1. The Club's accounts shall be audited annually by a chartered accountant appointed by the Members at the Annual General Meeting, who shall:
- a) Be a member of Chartered Accountants Australia New Zealand (CAANZ) ; and
 - b) Not be a Board Member or hold any other office in the Club.

- 25.2. 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.
- 25.3. The auditor shall be paid such fees as may be determined by the Board.
- 25.4. 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 Audit Report shall be attached to the audited Financial Statements submitted to the Annual General Meeting.

26. ACCESS TO INFORMATION

- 26.1. Members have the right to request information held by the Club, including but not limited to copies of financial reports and minutes of confirmed general meetings.
- 26.2. Requests to access information must be made in writing to the Secretary Manager and must specify the information sought in sufficient detail to enable it to be identified.
- 26.3. The Club will, within a reasonable time after receiving a request:
 - a) Provide the information; or
 - b) Agree to provide the information within a specified period; or
 - c) Refuse to provide the information, specifying the reasons for the refusal.
- 26.4. The Club may refuse to provide the information if:
 - a) Withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons; or
 - b) The disclosure of the information would, or would be likely to, prejudice the commercial position of the Club or of any of its Members; or
 - c) The disclosure of the information would, or would be likely to, prejudice the commercial position of any other person, whether or not that person supplied the information to the society; or
 - d) The information is not relevant to the operation or affairs of the society; or
 - e) If the Board considers the request for the information is frivolous or vexatious.

27. ADJUNCTS

- 27.1. An Adjunct may be formed within the Club for sporting or special interest groups, under an elected Adjunct President and subject to approval from the Board, such Adjuncts are bound by the Rules and By-Laws of the Club at all times.
- 27.2. Adjunct Presidents should be available for wider Club functions, especially in forming Disputes Committees pursuant to [Rule 11](#).
- 27.3. All Adjuncts must have a set of rules and a charter, that are consistent with this constitution and must be approved by the Board and at an Adjunct Annual General Meeting. If the adjunct rules are inconsistent with the Club Constitution, then the Club Constitution will prevail.
- 27.4. The Board shall have the power to suspend or dissolve any Adjunct it believes is acting inappropriately or to the detriment of the Club.
- 27.5. Any assets of the Adjunct are the assets of the Club. All monies received for Adjuncts shall be paid into the Adjunct's bank account in accordance with the [Rule 24.3](#).
- 27.6. All accounting, taxation, financial reporting and legal compliance responsibilities of the Adjunct shall rest with the Club.
- 27.7. Adjuncts shall use the Club's accounting services in accordance with [Rule 24.3](#).
- 27.8. The Committee of the Adjunct shall not do, or omit to do, anything that is likely to prejudice or not be in the best interests of the Club. Any contentious correspondence must come through the office prior to delivery.
- 27.9. 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.
- 27.10. Office holders of Adjuncts are not Club Officers by virtue of holding such office.

28. PROPERTY

- 28.1. 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.
- 28.2. If a person ceases to be a Member for any reason, any interest they may nevertheless possess in any of the effects, property or funds of the Club will vest in the Club.
- 28.3. 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.

29. VISITORS – AUTHORISED CUSTOMERS, AUTHORISED VISITORS AND GUESTS

29.1. Authorised Customers

- a) Any Member of the Waikanae Chartered Club Incorporated 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 whilst on the Club premises.
- c) Any guest/visitor who wishes to be sold or supplied alcohol must first complete the appropriate *authorised customer* requirements.
- d) Any Guest/visitor(s) may only be sold or supplied alcohol for consumption on the premises while accompanied by a Member of the Club.

29.2. Any Guest/visitor(s) will lose all rights or privileges to purchase or consume alcohol if they remain in the Club if/when the sponsoring Member vacates the Club premises.

29.3. Authorised Visitors

- a) Any 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 to Club staff at the point of service.
- b) Any affiliated member introducing a guest/visitor(s) is responsible for the good conduct of that guest/visitor whilst on Club premises. The guest/visitor 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.

29.4. Any guest/visitor of a Member of either the Waikanae Chartered Club or affiliated clubs, that wishes to be sold or supplied alcohol must first complete the appropriate authorised customer and/or authorised visitor requirements required by the Club.

29.5. Authorised Customers, Authorised Visitors, and their guests are bound by the rules of this Club whilst they are on the Club premises.

29.6. The Secretary Manager, Duty Manager or server of alcohol shall have the power to refuse privileges for any intending guest/visitor or revoke privileges without any reason being supplied, this includes the right of the Secretary Manager, Duty Manager or server to refuse entry to the Club premises or removal of a guest/visitor from the Club premises.

29.7. **Definitions - for the purposes of this Rule:**

- a) “**club**” has the same meaning as defined for the time being in section 5 of the Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof.
- b) “**member**”, “**authorised customer**” and “**authorised visitor**” have the same meanings given to them for the time being in section 60 Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof.
- c) “**affiliated member**” means the same as “**authorised visitor**” and includes:
 - I. A member of any other club which is a member of Clubs New Zealand Incorporated through whom the Club has arrangements for reciprocal visiting rights for members, irrespective of whether the other club has an alcohol licence or a permanent charter or not; and
 - II. A member of any other club with which the Club has an arrangement for reciprocal visiting rights for members, irrespective of whether the other club has an alcohol licence or a permanent charter or not.
- d) In this [Rule 29](#), words in the singular (such as guest/visitor) include the plural.

30. ALTERATIONS OF CONSTITUTION RULES

- 30.1. This Constitution may be revised or amended by a resolution passed by a [60% majority] of the Financial Members present at a General Meeting.
- 30.2. All Financial Members and Officers shall have the right to submit a resolution for inclusion at the General Meeting.
 - a) Notice specifying the intention to propose such a resolution must be given in writing to the Secretary Manager at least twenty-one (21) clear days before a General Meeting, and
 - b) Such notice shall be provided to Financial Members in accordance with [Rule 19.3](#).
- 30.3. Despite [Rule 29.1](#) no addition to, deletion from, or alteration of these shall be made which would allow personal pecuniary profits to any individuals.
- 30.4. **Minor and Technical Amendments:** The Board may elect to amend the Constitution if the amendment has no more than a minor effect or corrects errors or makes similar technical alterations. Amendments under this section must be made in accordance with Section 31 of the Incorporated Societies Act 2022.
- 30.5. **Resolution in lieu of meeting:** A written resolution may be passed via this method in accordance with Sections 89 to 92 of the Incorporated Societies Act 2022.

- 30.6. Any amendments to the constitution made under this section take effect from the date of registration with the Registrar of Incorporated Societies.

31. BY-LAWS, NOTICES AND STANDING ORDERS

- 31.1. The Board from time to time may make, alter, and rescind By-Law's, Notices or Standing Orders which are incidental to the operations of the Club, so long as they are in conformity with these rules. A Register of By-Laws, Notices and Standing Orders must be kept and displayed.

32. WINDING UP AND/OR LIQUIDATION

- 32.1. The Club may be wound up, or liquidated, or removed from the Register of Incorporated Societies in accordance with the provisions of the Act.
- 32.2. The Secretary Manager under the Boards instructions shall give notice to all Members of the proposed motion to wind up the Club or remove it from the Register of Incorporated Societies and of the Special General Meeting at which any such proposal is to be considered, of the reasons for the proposal, and of any recommendations from the Board in respect to such notice of motion.
- 32.3. Any resolution to wind up the Society or remove it from the Register of Incorporated Societies must be passed by seventy five percent (75%) of all Members present and voting.
- 32.4. The Club may be put into liquidation:
- a) At a Special General Meeting called by the Board for that purpose; or
 - b) As provided for in the Incorporated Societies Act 2022.
- 32.5. On winding up or dissolution of the association any surplus funds or assets shall not be paid or distributed to any Members or individuals but shall be given or transferred to another not-for-profit organisation or institution to be determined by the Special General Meeting referred to in [Rule 32.2](#).