



ALTERATION TO THE CONSTITUTION/RULES

At a Special General Meeting of the Maitahi Outrigger Canoe Club Incorporated held on 28 May 2022 at Sports House Boardroom, Sports Tasman, 142 Saxton Road East, Stoke, Nelson, it was RESOLVED that the **attached** constitution of the Maitahi Outrigger Canoe Club be adopted to replace the organisations previous rules.

Signed by:

Name Sean Timoney

Position Vice president

Signed by:

Name ZOE HORNATH

Position TREASURER

Signed by:

Name Robyn Dewson

Position Committee Member (acting Secretary)

The rationale of the new constitution follows:

1. The Maitahi Outrigger Canoe Club Incorporated regularly reviews its rules; last making changes in 2019. The rules were extensively reviewed again over the course of 2021 and 2022.
2. As a result of the 2022 review, the rules have been rewritten. The attached constitution replaces the previous constitution/rules in their entirety.
3. The new constitution incorporates:
 - Introduction of timeframes for officers to hold their positions within the committee;
 - Provision for holding meetings "remotely" via electronic means;
 - Provision for electronic voting;
 - Removing the setting of membership fee from the AGM and passing role to the Committee;
 - Clearer voting process at General Meetings;
 - Setting new membership categories; and
 - A general rewrite in anticipation of the new Incorporated Societies Act 2022 coming into force.

CONSTITUTION OF MAITAHİ OUTRIGGER
CANOE CLUB INCORPORATED



Table of Contents

- 1. **INTERPRETATION**3
- 2. **CONTINUITY** 4
- 3. **NAME** 4
- 4. **REGISTERED OFFICE** 4
- 5. **OBJECTS AND VALUES** 5
- 6. **STATUS AND ACCOUNTABILITY**..... 5
- 7. **GENERAL POWERS** 6
- 8. **MEMBERS** 7
- 9. **RIGHTS & OBLIGATIONS OF MEMBERS AND MEMBERSHIP FEES**..... 7
- 10. **COMMITTEE, OFFICERS AND MANAGEMENT** 9
- 11. **REMUNERATION OF COMMITTEE MEMBERS** 12
- 12. **DUTIES OF OFFICERS** 12
- 13. **GENERAL MEETINGS** 13
- 14. **ELECTRONIC VOTING** 16
- 15. **NOTICES**..... 17
- 16. **ACCOUNTS** 18
- 17. **REVIEWER OR AUDITOR** 18
- 18. **INDEMNITY**..... 18
- 19. **LIABILITY OF COMMITTEE** 18
- 20. **DISPUTES**..... 19
- 21. **PROHIBITION OF PERSONAL BENEFIT** 19
- 22. **ALTERATION OF CONSTITUTION** 19
- 23. **LIQUIDATION** 20
- 24. **MATTERS NOT PROVIDED FOR** 20

1. **INTERPRETATION**

1.1. **Definitions:** In this constitution unless the context otherwise requires:

Act means the Incorporated Societies Act 1908 and all amendments thereto or any Act passed in substitution for the Act (subsequent Act) and amendments to the subsequent Act;

Affiliated Individuals means Members who are currently recorded as ~~aff~~ Individuals on the Waka Ama NZ database;

Annual General Meeting or AGM; General Meeting; and Special General Meeting or SGM all mean as set out in part 13;

Club means the Maitahi Outrigger Canoe Club Incorporated using a communication name of MOCC

Committee Member mean as set out in part 10;

Committee means the Committee of the Club;

Community means the local area being the Nelson Waimea area;

Constitution means this constitution and includes all amendments made to it from time to time;

Face to Face Meetings means a meeting where all participants are present together at the same time at the venue selected for the meeting.

Financial Year means as set out in part ;

Meeting means an AGM or any special general meeting of the Club as the case may be;

Member means a financial member of the Club in accordance with part 8;

Money and other assets means any real or personal property or any interest therein, owned or controlled to any extent by the Club;

Objects means the objects of the Club set out in part 5;

Officers means the President, Vice president, Secretary and Treasurer or Secretary/Treasurer of the Club as are elected or appointed from time to time in accordance with part 10;

Ordinary Resolution means a resolution requiring a simple majority of valid votes for approval;

Policy means any policy made from time to time by the committee in accordance with part 10;

Region means the geographical area of the Nelson Waimea region;

Remote meeting method means a meeting that may be held by telephone conference, FaceTime, Zoom, Skype for Business, Microsoft Teams or such similar remote communication system or method as may be available from time to time and may be considered by the Committee to be an acceptable meeting method given any particular circumstances as may occur from time to time;

Seal means the common seal of the Club;

Secretary and Treasurer means the Secretary and the Treasurer of the Club as elected under part 10;

Te Waka o Aoraki means the South Island region of Waka Ama NZ;

Use money or other assets means to use, handle, invest, transfer, give, apply expend, dispose of, or in any other way deal with, money and other assets;

Values means the values of the Club as set out in part 5;

Voting member means an adult or rangitahi member who has paid their membership fee and completed the membership form in accordance with part 9.

Waka Ama means the sport and culture of Waka Ama also known in other parts of the world as Outrigger Canoe, Va'a, Oe Vaka and Wa'a; and

Waka Ama NZ means Nga Kaihoe O Aotearoa (Waka Ama New Zealand) Incorporated, the National Body for Waka Ama in New Zealand;

- 1.2. **Headings:** Clause and other headings are for ease of reference only and shall not be deemed to form any part of the context or to affect the interpretation of this constitution
- 1.3. **Defined expressions:** Expressions defined in the main body of this constitution bear the defined meaning in the whole of the constitution;
- 1.4. **Plural and singular:** References to the singular include the plural and vice versa;
- 1.5. **Gender:** References to one gender includes all genders; and
- 1.6. **Statutes and regulations:** References to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to that statute or regulation whether by subsequent statute or otherwise.

2. CONTINUITY

- 2.1. **Replacement of constitution:** This constitution replaces the previous rules and or constitution of the Club.
- 2.2. **Continuation of previous rules or constitution** All officers, elections and appointments (including of or to the Committee of the Club) registers, registrations, records, instruments, delegations, plans and generally all acts of authority that originated under the previous rules or constitution of the Club and are subsisting and in force on the day on which these rules are adopted shall continue and be deemed to be effective and in full force under the rules.

3. NAME

- 3.1. **Formal name:** The name of the Society is **MAITAHĪ OUTRIGGER CANOE CLUB INCORPORATED**.
- 3.2. **Communication name:** For day to day communication and for professional purpose the Club has adopted the term **MOCC** as a communication name.

4. REGISTERED OFFICE

- 4.1. The registered office of the Club is the offices of C & F Legal Limited, 211 Bridge Street, Nelson 7010, or such other place as the Committee in its discretion may from time to time determine as its office. Notice of every change of registered office shall be given to the Registrar.

5. OBJECTS AND VALUES

5.1. The Objects of the Club are to:

- a. Be affiliated to Waka Ama NZ as a member club within the South Island (Te Waka O Aoraki) region, if such affiliation is for the benefit of the Members;
- b. Actively encourage the development, practice and promotion of Waka Ama within our Community;
- c. Promote opportunities and facilities for participation, enjoyment and performance of members in Waka Ama;
- d. Educate those involved in Waka Ama (primarily) but also the general public about the Values of Waka Ama; the importance of water safety; and the unique culture of Waka Ama.
- e. Promote, develop and coordinate competitions for all Waka Ama related activities in the Community and to assist Te Waka O Aoraki with the same Regionally;
- f. Establish and enforce regulations for Waka Ama racing competitions within the Club in a manner consistent with the requirements of Te Waka O Aoraki and Waka Ama NZ;
- g. The Club supports the development of Members, including the relevant training, education and development of their members, including officials, coaches, team managers and volunteers.

5.2. The Club shall pursue its Objects in a way that:

- a. Recognises and acknowledges Māori are tangata whenua, the indigenous people of the land;
- b. Fosters and maintains the principles of the Tiriti o Waitangi;
- c. Demonstrates, maintains and promotes our Values and cultural identity;
- d. Creates and fosters friendship among the peoples who practice the sport of Waka Ama regardless of culture, religion, political affiliation, age or gender; and
- e. Promotes the well-being, health and safety of all paddlers and others involved in our sport.

5.3. The Values of the Club are:

- a. **Hauora:** We promote physical, mental, emotional and spiritual wellbeing of all club members;
- b. **Whanaungatanga:** We encourage a sense of belonging, identity and collective strength;
- c. **Tikanga Māori:** We encourage the use of Te Reo and cultural awareness in the sport of waka ama; and
- d. **Manaakitanga:** We show respect, generosity and care for each other and our resources.

6. STATUS AND ACCOUNTABILITY

6.1. The Club is:

- a. Incorporated, for example but not limited to a society under the Act;
- b. affiliated to the Te Waka O Aoraki regional association and to Waka Ama NZ for Waka Ama and related activities in the community; and
- c. to observe the rules of Te Waka O Aoraki and Waka Ama NZ so as to maintain the affiliation with each body of paddlers.

- 6.2. The Objects of the Club shall be assisted and implemented locally by the operations of its Members.
- 6.3. Each Member shall operate in a manner that is consistent with the requirements of the Club and this constitution.
- 6.4. The Committee of the Club reports to and is accountable for its performance to the Members of the Club.

7. GENERAL POWERS

- 7.1. **Promotion of object:** The Club shall promote the objects described in part 5. In addition to all other powers conferred by law, the Club shall have the same powers as a natural person and such powers shall not be limited or restricted by any principle of construction or rule of law or statutory power or provision except to the extent that such limitation or restriction is mandatory.
- 7.2. **Specific powers:** without limiting the generality of the provisions of clause 7.1, the Club shall have the power, which may be exercised either alone or jointly with any other person or person, to:
 - a. Acquire, obtain or in any way receive the benefit of any property and to deal with property in any way;
 - b. Acquire or have interests in incorporated entities, trusts or other entities and to utilise the assets of the Club in, through or with them;
 - c. Control and raise money, including borrow, invest, loan or advance monies and secure the payment of such money by way of security obtained over the property of others or given over all or part of its property and give or receive the benefit of guarantees;
 - d. Determine, raise and receive money by subscriptions, donations, fees, levies, grants, bequests, entry or user charges, sponsorship, government funding, community funding or otherwise;
 - e. Produce, develop, create, licence and otherwise exploit, use and protect intellectual property;
 - f. Determine who are its Members and others involved in the Club and their entitlements, and withdraw, suspend, terminate or otherwise restrict membership and other benefits on any terms;
 - g. Determine the methods and structures to deliver local benefits and to obtain national, regional and local coverage;
 - h. Assist Waka Ama NZ to establish and maintain a drug and dope testing programme in accordance with the applicable requirements of the World Anti-Doping Code, Drug Free Sport New Zealand and the International Va'a Federation;
 - i. Make, alter, rescind and enforce by-laws, regulations, policies, charters and procedures of every type and subject matter for the governance, management and operation of the affairs of the Club and those involved (or seeking to be involved) in it;
 - j. Determine, implement and enforce disciplinary, disputes and appeal procedures and including to make decisions and conduct hearings and impose sanctions and penalties and to refer matters to Te Waka O Aoraki or Waka Ama NZ;
 - k. Engage and dismiss employees and contractors and put in place agreements with them;
 - l. Delegate powers of the Club to any person, committee or sub-committees (the composition of which is not limited to persons involved in Members) and for that purpose to establish,

fund and set the terms of reference and structure;

- m. Contract, engage or otherwise make any arrangements with any person (including for example marae committees in relation to regatta water courses) to fulfil the Objects of the Club;
- n. Produce, publish and distribute any communications, newsletters or publications; and
- o. Do any other acts or things which are incidental to or conducive to the attainment of the Objects.
- p. The powers of the Club may not be exercised in a manner which is contrary to this the Club Constitution or the Constitution of Te Waka o Aoraki or the Constitution of Waka Ama NZ.

8. MEMBERS

8.1. **Members of the Club:** Members of the Club are individuals who:

- a. Have completed the membership form and paid the required annual fee to the Club within the time period required by the Committee;
- b. Conduct their activities in compliance with this Constitution, and the rules of Te Waka O Aoraki and Waka Ama NZ; and
- c. Are not suspended under part 9.

8.2. **Membership dispute:** Any dispute about membership is determined by the Committee.

9. RIGHTS & OBLIGATIONS OF MEMBERS AND MEMBERSHIP FEES

9.1. **Benefits and obligations:** The benefits and obligations of a Member are determined by this Constitution. All Members:

- a. Are bound by this Constitution and by all regulations, by-laws, policies, charters and procedures of the Club and by decisions made by the Club; and
- b. Must promote and support the Objects of the Club and the activities of the Club; and
- c. Must not do anything that is detrimental to or inconsistent with the Objects or brings discredit to any of the Club, its Members or the Committee.

9.2. **Categories of membership:** The Club will admit members in the following categories:

a. **Voting members:**

- i. **Adult:** being a person over eighteen (18) years of age; and.
- ii. **Rangatahi:** being a person over sixteen (16) years of age.

b. **Non-Voting members:**

- iii. **Tamariki:** being a young person up to, but not including sixteen (16) years of age; and
- iv. **Honorary Life members:** being a retiring, resigning or past member or other appropriate person who has given significant assistance or service to the Club who, at the discretion of the Committee and on the recommendation of the any Member, is granted Honorary Life membership.

9.3. **Membership:** Membership is applied for by completing the Club membership form which is available on the Club website or by any other method as deemed appropriate by the Committee.

- 9.4. **Membership Fees**
- 9.5. **Annual fee:** The Committee shall from time to time determine the annual membership fee for each category of membership other than for Honorary Life members for whom no annual membership fee shall be charged. The Committee shall have the discretion as to the amount of the membership fee to be determined for each category of membership;
- a. **Time period for payment:** Every member shall pay the annual membership fee for his, her or their category of membership within such period as the Committee in its discretion determines and notifies to members;
 - b. **Committee may remit fees:** the Committee may, in its discretion, suspend all or any part of the annual membership fee of any member who applies for remission of the annual membership fee; and
 - c. **Committee may suspend rights:** the committee may, at its discretion, suspend all or any of the rights and privileges of a member who fails or refuses to pay the annual membership fee in accordance with clause 9.5.
- 9.6. **Part year membership fee:** If an enrolling new adult member makes application for membership on or after 1 April, then the part year membership fee will be 60% of the annual membership fee.
- 9.7. **Cessation of Membership:** A Member shall immediately cease to be a Member upon:
- a. **Resignation:** by written resignation addressed to the Committee;
 - b. **Death:** by the member's death;
 - c. **Criminal Conviction:** criminal conviction where such conviction may carry a sentence of imprisonment, whether or not a sentence of imprisonment is imposed; or
 - d. **Mental Incapacity:** becoming a patient as that term is defined in the Mental Health (Compulsory Assessment and Treatment) Act 1992, or a person subject to the jurisdiction of the High Court under the Protection of Personal and Property Rights Act 1988; and
- 9.8. **Right to terminate membership:** the committee shall have the power to terminate membership of any member upon expiration of 28 days' notice to the member of non-payment of the annual membership fee.
- 9.9. **Member Liable:** A person who ceases to be a Member remains liable for any amounts owing to the Club prior to cessation of membership.
- 9.10. **Register of members:** The Club shall keep a register of members containing the names, addresses, date of birth, emergency contact details and the dates of their entry in the register of members. Any changes in membership shall be recorded by the Club in the register. In maintaining the membership register the Club shall give due consideration to and shall comply with the requirements of the Privacy Act 1993 or such other act passed in substitution for it and shall ensure adherence to the privacy principles required under the relevant legislation
- 9.11. **Breach of rules:** If at any time a Member, in the opinion of the Committee, has breached any part or obligation in this Constitution or has acted contrary to any other requirement of the Club referred to in part 9.1, the Committee must first notify the Member and endeavour to address the issue with the Member. If the matter is not resolved then the Committee may, in its sole discretion, give notice in writing to the Member that the Member take such actions as required by the Committee to cease or remedy the breach and/or that the Member respond with reasons, within 14 days from receiving the notice issued by the Committee, as

to why he/she/they should not be suspended from their Club membership.

- 9.12. **Suspension:** Before deciding to suspend a Member, the Committee must give the Member a reasonable opportunity, any such reasonableness at the sole discretion of the Committee, to be heard and must take into account any oral and/or written submissions received from the Member. Upon suspension the Member is suspended from membership of Club for such period not exceeding six (6) months and on such other conditions as determined by the Committee.

10. **COMMITTEE, OFFICERS AND MANAGEMENT**

- 10.1. **Committee:** The Committee shall consist of:

- a. Officers: the duly elected officers; and
- b. Committee Members: such further Committee members as may be nominated by a voting member and duly elected at a meeting in accordance with part 13.
- c. Number of Committee Members: There shall be no less than two (2) but no more than five (5) Committee Members, making a total maximum Committee of eight (8) Members at any one time.

- 10.2. **Election of officers:** At each relevant AGM the voting members shall elect officers (President, Vice-President, Secretary, Treasurer or Secretary/Treasurer) who will hold office for the time periods prescribed in this constitution.

- 10.3. **Terms of service:** The officers and Committee Members shall serve for the following periods:

- a. President: until the end of the second AGM after the date of their election provided that the president must not serve for more than two consecutive terms as President;
- b. Vice-President: until the end of the second AGM after the date of their election provided that the vice-president must not serve for more than two consecutive terms as Vice-President;
- c. Secretary, Treasurer, Secretary/Treasurer and Committee Members: until the end of the second AGM after the date of their election with there being no restriction as to a maximum period they may serve on the Committee;

so as to maintain continuity of knowledge on the Committee and to facilitate the better management and governance of the Club 50% of the Committee Members shall at the first AGM following the adoption of this constitution stand for re-election for a period of one year only so that at the next AGM they are up for re-election, the intent being that at least 50% of the Committee Members stand down by rotation and put themselves up for re-election at each AGM so that there is a continuation of experience on the Committee.

- 10.4. **Vacancy:** The Committee shall have the power at any time to appoint any voting member to be a Committee Member to fill a vacancy or for such other purpose as the Committee may determine. Any Committee Member so appointed shall hold office until the end of the next AGM.

- 10.5. **Chairing meetings:** The President, or in their absence, the Vice-President or if both are absent a Committee Member appointed by the meeting, shall chair all meetings and in the case of an equality of votes shall have a casting vote.

- 10.6. **Committees:** The Committee may from time to time appoint such sub-committees as it may deem necessary or expedient and may delegate to or confer on them such powers and duties as the Committee may decide. The Committee may, at its discretion, co-opt Members of the Club to serve on such sub-committees. Any such sub-committees shall be responsible to the Committee and shall report their proceedings at intervals as directed by the Committee and shall

- conduct their business in accordance with the directions of the Committee.
- 10.7. **Vacation of office of a Committee Member:** The office of an officer or Committee member shall be vacated if the Officer or Committee Member:
- a. **Not a voting member:** ceases to be member of the Club; or
 - b. **Bankrupt:** becomes bankrupt or makes any arrangement or composition with their creditors generally; or
 - c. **Convicted of offence:** is convicted of an offence other than minor traffic offences and any conviction they are entitled to conceal under the Criminal Records (Clean Slate) Act 2004; or
 - d. **Mental capacity:** becomes a patient as that term is defined in the Mental Health (Compulsory Assessment and Treatment) Act 1992, or becomes a person subject to the jurisdiction of the High Court under the Protection of Personal and Property Rights Act 1988; or
 - e. **Resigns:** resigns their office in writing to the Committee; or
 - f. **Fails to carry out duties:** fails to attend three (3) consecutive meetings of the Committee, unless they have obtained leave of absence from or tendered an apology to the Committee in respect of such absences.
- 10.8. **Committee meetings:** The Committee shall determine at its first meeting after the AGM how often, at what times and in what manner the Committee will meet. The quorum for a meeting of the Committee shall be not less than 50% of the Committee. A special meeting of the Committee may be called by requisition of not less than four Committee Members or officers by seven (7) days written notice giving the proposed meeting format, the time and place of such meeting and stating the purposes of such meeting. Committee meetings may be either a face to face meeting or by remote meeting method.
- 10.9. **General duties:** The Committee shall undertake all duties to ensure that the objects of the Club are observed and attained.
- 10.10. **Control of affairs and powers of the Committee:** The affairs of the Club shall be under the control of the Committee. The Committee shall have such powers, rights and authorities as may reasonably be necessary or expedient to enable it to carry out its functions including the procedures for conduct of meetings.
- 10.11. **Policies:** The Committee may formulate, approve, and implement policies for the Club provided that such policies meet the objects of the Club and are in accordance with the constitution.
- 10.12. **Regulation of meetings:** The Committee may meet for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be decided by a majority of votes of those present at the meeting and any resolution shall be binding on the Committee. If there is an equality of votes the President or other such Committee Member chairing the meeting may exercise a casting or determinative vote.
- 10.13. **Vacancies:** The continuing Committee Members may act notwithstanding any vacancy in their body but if and so long as their number is reduced below the number fixed as the necessary quorum the continuing Committee Members may act for the purpose of summoning a meeting but for no other purpose
- 10.14. **Validity of proceedings:** All acts done by any meeting of the Committee or sub-committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any committee member or that any committee member was for any reason disqualified from holding office as a Committee Member, be as valid as if such committee member had been duly

appointed and qualified to hold office.

- 10.15. **Resolutions in writing:** A resolution in writing, signed by the Committee, shall be as valid and effectual as if it had been passed at a Committee meeting. Any such resolution may consist of several documents in like form each signed by one or more officers or Committee Members.
- 10.16. **Rescission of resolutions:** Any resolution of the Committee may be rescinded or varied from time to time by the Committee by the same majority as was necessary to pass the resolution being rescinded or varied.
- 10.17. **Minutes:** A minute book shall be kept by the Committee. Minutes of the proceedings of all Committee meetings shall be prepared and distributed to the chairperson for approval within seven days of the relevant meeting, and when confirmed by the chairperson immediately distributed to the officers and Committee Members. They shall be signed by the chairperson of the meeting as a true and correct record at a subsequent Committee meeting and entered into the minute book. Every such minute purporting to be so signed shall be prima facie evidence of the facts therein stated.
- 10.18. **Bank Accounts:** The Club shall keep a bank account at such bank or Building Society as the Committee from time to time determines. All money payable shall be passed by the Committee for payment. All payments shall be authorised by such person or persons as the Committee shall from time to time authorise in writing for such purpose.
- 10.19. **Review/Audit:** The Committee shall cause full and correct records and accounts to be kept of all money and assets, liabilities and transactions and all other matters necessary for showing the true state and condition of the Club, and as soon as practicable after the end of each financial year have financial statements (including a statement of financial position, income and expenditure account and notes to those statements) prepared that give a true and fair view of the financial position of the Club for that financial year. The financial statements shall be reviewed or audited by a reviewer or auditor appointed at the preceding AGM.
- 10.20. **Seal:** The Club shall hold a common seal which shall bear the registered name of the Club and shall be held by the Secretary or as otherwise directed by the Committee for so long as the Act requires a common seal to be used. The common seal shall not be used except by authority of a resolution of the Committee and every document to which the common seal is affixed shall be signed by two Committee Members. The Club may dispose of the common seal when changes to the Act mean that incorporated societies are no longer required to have a common seal.
- 10.21. **Execution of documents:** For so long as the Act requires the use of a common seal, all documents required to be executed by the Club shall be deemed to be validly executed and binding if those documents have been entered into and executed under the common seal by the authority of the Committee previously given and signed in the manner described in clause 10.20 or as otherwise signed by the Committee under resolution. Once the law changes and the Act does not require the affixing of a common seal to documents, all documents shall be binding on the Club when authorised by a resolution of the Committee and signed by two Committee Members.
- 10.22. **Tax Returns:** The Club shall cause to be prepared or filed with Inland Revenue all necessary tax accounts, returns, reports, declarations, notices, certificates, reconciliations and other information required to be prepared or filed so as to allow the Club to obtain and retain tax exemption status for taxation purposes.
- 10.23. **Delegation:** The Committee may from time to time in writing, either generally or particularly, delegate to a sub-committee appointed by the Committee, all or any of the powers of the Committee under the constitution, provided that the powers which may be so delegated shall not include the power to delegate other than in respect of day-to-day administrative matters to the Committee.

- 10.24. **Communications:** With exception of the President and Vice-President in the fulfillment of their day-to-day functions, officers and Committee Members shall issue or make any communication on any matter affecting the Club without first obtaining the consent of the Committee.
- 10.25. **Staff:** The Committee may, from time to time and on such conditions of employment as it thinks fit, appoint such employees as it thinks necessary for the efficient operation of the Club.
- 10.26. **Contact Officer:** The President shall be the Contact Officer for the Club unless the Committee designates otherwise and for the avoidance of doubt the Contact Officer may delegate such matters to another officer or Committee Member in respect of matters that are the responsibility of the Contact Officer.

11. **REMUNERATION OF COMMITTEE MEMBERS**

Committee Members shall not be entitled to remuneration for their services but may, at the discretion of the Committee, be entitled to reimbursement for their reasonable expenditure for travelling and accommodation expenses and other expenses reasonably incurred in attending meetings of the Committee or while otherwise engaged in the business of the Club.

12. **DUTIES OF OFFICERS**

- 12.1. **Duties of Secretary:** In addition to performing all other duties as the Committee may from time to time direct, the Secretary shall:
- a. **Convene meetings:** convene meetings of the Committee;
 - b. **Give notices:** give all notices which the Committee is required to give to members or decides to give to members;
 - c. **Keep minutes:** keep and enter in the minute book minutes of all meetings of the Committee;
 - d. **Supervise records:** perform or supervise the performance of the clerical work and the maintenance of proper records of the Club;
 - e. **Maintain register of members:** maintain a membership register;
 - f. **Comply with Act:** give all such notices, certificates or information to the Registrar as may be required by the Act or by the Registrar pursuant to the Act; and
 - g. **Deal with correspondence:** send and receive correspondence on behalf of the Club.
- 12.2. **Duties of Treasurer:** In addition to performing all other duties as the Committee may from time to time direct, the Treasurer shall:
- a. **Receive and account for payments:** receive all fees, subscriptions, levies and other money paid to the Club and issue receipts for such payments;
 - b. **Maintain bank accounts:** open and operate a current bank account in the name of the Club;
 - c. **Manage funds and investments:** make such deposits and investments in the name of the Club as the Committee from time to time may determine;
 - d. **Pay accounts:** pay all accounts and make all advances approved for payment by the Committee;
 - e. **Maintain financial records:** maintain and keep safe all financial records of the Club and provide such records to the Committee or any Committee Member on demand;

- f. **Liase with Reviewer or Auditor:** prepare and submit to the reviewer or auditor the annual income and expenditure accounts and balance sheet and, once reviewed or audited, provide the reviewed or audited accounts to the Club; and prepare and provide to the Committee the reviewed or audited accounts and such additional reports or statements as are from time to time required by the Committee; and, after adoption of the accounts at the AGM file them with the Registrar; and
- g. **Report to Committee:** report to the Committee any members who fail within the prescribed period to pay any fees, subscriptions or other money due from them and generally report to the Committee on the day to day operating balances and financial standing of the Club.

13. GENERAL MEETINGS

- 13.1. **AGM:** An AGM of members of the Club shall be held each year on such date and at such time and place as the Committee determines and the AGM may be held as either a face to face meeting or by remote meeting method. The AGM shall be held not more than 15 months after the previous AGM.
- 13.2. **Preliminary notice to be sent:** Not less than 21 days before the AGM the Committee shall arrange for every voting member to receive:
 - a. notice of the time and place of the meeting; and
 - b. notice of the proposed method by which the meeting will be held; and
 - c. a statement of the business to be transacted at the meeting; and
 - d. a nomination form to facilitate the nomination of voting members for election as officers and to Committee.
- 13.3. **Second notice:** Not less than ten days before the AGM the Committee shall arrange for every voting member to receive:
 - a. the names and details of nominees for election of the President;
 - b. the names and details of nominees for election of the Vice-President;
 - c. the names and details of nominees for election of the Secretary or Secretary/Treasurer;
 - d. the names and details of nominees for election of the Treasurer or Secretary/Treasurer;
 - e. the names and details of nominees for election as a Committee Member;
 - f. instructions on how to lodge a proxy; and
 - g. the Club's accounts.
- 13.4. **Business at AGMs:** The following business shall be transacted at an AGM:
 - a. **Prior minutes:** confirmation of the minutes of the previous AGM;
 - b. **Annual report:** presentation of the annual report of the Committee;
 - c. **Financial statements:** presentation of the financial statement and reviewer or auditor's report for the preceding financial year;
 - d. **Auditor appointment:** appointment of reviewer or auditor for the ensuing year;
 - e. **Scrutineers appointed:** appointment of scrutineers as required;
 - f. **Election of officers:** election of the President, Vice-President, Secretary and Treasurer or Secretary/Treasurer;

- g. **Election of Committee:** election of Committee members; and
 - h. **Other business:** any other business as may be brought forward and deemed appropriate by the chairperson of the meeting.
- 13.5. **Special general meetings:**
- a. **Convened at any time:** In addition to the AGM, special general meetings may be convened at any time;
 - b. **On direction:** A special general meeting shall be held only at the direction of the President or on a written request to the Committee signed by not less than 20 voting members;
 - c. **Statement of purpose:** Such direction or written request shall state the purpose for which the special general meeting is to be held and at the meeting (which shall be held within 28 days after receipt by the Committee of such direction or request) no other business shall be conducted other than the business specified in the notice convening the meeting and the President shall determine if such meeting is to be a face to face meeting or by remote meeting method; and
 - d. **Notice to be given:** The Committee shall send to every voting member notice of the date, time, place, meeting method and purpose of the special general meeting not less than 14 days prior to the date of the meeting together with instruction on how to lodge a proxy and, if applicable, instructions on how to vote if unable to attend the meeting.
 - e. **Power of the Club in general meeting:** The Club in general meeting may exercise all powers, authorities and discretions of the Club even if such power, authority or discretion has been vested in the Committee pursuant to the constitution.
- 13.6. **Quorum:** The quorum at a general meeting shall be 20 voting members present in person or by proxy (whether at the venue if a face to face meeting or online at the appropriate time on the designated technological platform if a remote meeting method is adopted). If a quorum is not present within 30 minutes from the time appointed for the holding of a meeting, the meeting shall stand adjourned to such time and place as the Committee shall determine. If at such adjourned meeting a quorum is not present within 30 minutes from the time appointed for holding the meeting, the number of voting members then present in person or by proxy shall be a quorum.
- 13.7. **Irregularity, error or omission in notices:** Any irregularity, error, or omission in notices, agendas and relevant papers for a general meeting or omission to give notices within the required timeframe or the omission to give notice to all Members entitled to receive notice, and any error in the organisation of a general meeting shall not invalidate nor prevent the general meeting from proceeding provided that:
- a. The chairperson in his or her discretion determines that it is still appropriate for the general meeting to proceed despite the irregularity, error or omission; and
 - b. A motion to proceed is put to the general meeting and such motion is passed by special resolution.
- 13.8. **Effects of omissions to give notice:** The accidental omission to give notice or the non-receipt of notice of a meeting by any member shall not invalidate the proceedings of any meeting unless the Club in meeting determines otherwise.
- 13.9. **Adjournment of meetings:** The chairperson may with the consent of a majority of those present at any meeting, and shall if so directed by a majority of those present at the meeting, adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business that was to be transacted at the adjourned meeting. If a meeting is adjourned for 30 days or more, notice of the adjourned

meeting shall be given in the same manner as set out in clauses 13.2 or 13.3 (as the case may be).

- 13.10. **Voting:** Voting at a meeting shall be:
- a. by show of hands (if a face to face meeting); or
 - b. by consideration of electronically submitted votes which are to be submitted and received by the time and date specified in the notice of meeting under clause 13.2(b) if a remote meeting method is adopted, and consideration by the chairperson of the meeting or such other Committee Member authorised to receive and count alternative votes (if a resolution to adopt alternative voting has been passed by the Committee in accordance with part 14) following which, unless a poll has been directed or requested, the chairperson shall declare either that:
 - i. the vote has been carried (whether unanimously or by a particular majority); or
 - ii. the vote has been lost, and
 - iii. the chairperson's declaration shall be determinative of the matter. A poll may only be directed or requested before the result of a vote has been declared by the chairperson of the meeting. Where a poll is requested then two voting members who are not conflicted by the matter under consideration shall be appointed by the chairperson to act as scrutineers for the vote count and voting process. The scrutineers shall report back to the chairperson who shall then announce the result of the poll.
- 13.11. **Two-thirds majority required in certain circumstances:** Any vote to be passed at a meeting that requires two-thirds of the votes cast, must be conducted by a poll.
- 13.12. **Minute book entry:** The entry in the minute book of the meeting that a vote has been carried (whether unanimously or by a particular majority) or lost shall be conclusive evidence of the fact of such vote without the need for further proof of the number of votes in favour or against the resolution.
- 13.13. **Scrutineers:** At meetings where scrutineers are required, two scrutineers shall be appointed for the period of that meeting by show of hands. If voting members are appointed as scrutineers, they shall retain any voting rights they have.
- 13.14. **Casting vote:** In the case of an equality of votes whether on a show of hands or a poll, the chairperson at the meeting shall be entitled to a second or casting vote unless the chairperson has a conflict of interest in respect of the matter under consideration. In the case where the chairperson has a conflict of interest the second or casting vote shall be exercised by the vice president.
- 13.15. **Effect of errors in voting:** If at a general meeting any votes are counted which should not (for whatever reason) have been counted the fact that the votes were counted shall not vitiate the resolution unless:
 - a. the fact that the votes were counted is drawn to the attention of the chairperson of the meeting during the meeting; or
 - b. the resolution requires the vote of two-thirds of voting members in order to be passed.
- 13.16. **Election as President:** To be eligible for election as President, a voting member must be nominated and seconded by other voting members.
- 13.17. **Election as Vice-President:** To be eligible for election as Vice-President, a voting member must be nominated and seconded by other voting members.

- 13.18. **Election as Secretary:** To be eligible for election as Secretary or Secretary/Treasurer, a voting member must be nominated and seconded by other voting members.
- 13.19. **Election as Treasurer:** To be eligible for election as Treasurer or Secretary/Treasurer, a voting member must be nominated and seconded by other voting members.
- 13.20. **Election to the Committee:** To be eligible for election to the Committee, a voting member must be nominated and seconded by other voting members.
- 13.21. **Retirement of Committee:** Committee Members (pursuant to clause 10.1(c)) shall be deemed to have retired at the end of the second AGM after their election unless they have been eligible to stand for re-election, have been nominated and seconded by other voting members for re-election in accordance with this constitution, and have been re-elected at the relevant meeting.
- 13.22. **Poll:** If there are more nominations than places available on the Committee the officers and Committee Members shall be elected by poll. The poll will be conducted by secret ballot that will only be counted by the scrutineers.
- 13.23. **Entitlement to vote:** Each voting member present at a meeting shall be entitled to one vote and one additional vote for each valid proxy held.
- 13.24. **Proxies:** Only a voting member may be appointed as a proxy for another voting member. A proxy may only be appointed in writing in such form as the Committee determines from time to time. The notice appointing the proxy must be conveyed in writing, or such other method as the Committee may determine, either hand delivered or by electronic means, to the Secretary or such other member of the committee as designated at the discretion of the committee, no later than two (2) hours prior to the meeting. A vote given in accordance with the terms of a proxy notice shall be valid notwithstanding the previous death of the principal or the revocation of the proxy, unless previous written notice of the death or revocation has been given to the Committee.
14. **ELECTRONIC VOTING**
- 14.1. **Electronic voting (alternative voting):** In lieu of calling a meeting or in conjunction with a meeting the Committee may agree by resolution to adopt electronic voting on any matter other than for the change of the constitution.
- 14.2. **Time period for notice:** Not less than 21 days' written notice of the Committee's intention to hold an alternative vote and specifying the resolution to be voted upon, shall be given to voting members and shall state the Committee Member authorised by the Committee to receive and count or collate the votes
- 14.3. **Authorised people:** If no Committee Member has been authorised to receive and count or collate the alternative vote, every Committee Member is regarded as being authorised for that purpose.
- 14.4. **Form of electronic vote:** An electronic vote shall be cast or made by the method or system (if any) as determined by Committee from time to time.
- 14.5. **Alternative vote:** A voting member may cast an alternative vote on the matter(s) specified in the notice by completing an electronic vote in the manner and by such system as specified in respect of the alternative vote by Committee under clause 14.5. The alternative vote must reach that Committee Member by the time specified in the notice for return of electronic votes.

14.6. **Duty to collect and count votes:** It is the duty of the Committee Member authorised to receive, count and collate alternative votes to collect together or collate all alternative votes received by them or made by the method or system determined by Committee, to count the number of votes in favour of a resolution and the number of votes against the resolution, and to set out in the minute book and sign as correct the results of the count.

14.7. **Minimum number of alternative votes required:** Resolutions under clause 14.2 will be decided where a minimum of one-third of alternative votes have either been returned to the Committee Member authorised to receive them correctly made by the time and date specified in respect of electronic votes.

15. NOTICES

15.1. **Form of notice:** Every notice to be given to the Club or the Committee under the constitution shall be given to the Club or the Committee or the Secretary in accordance with clause 15.2 and receipt of any such notice by the Secretary shall be deemed to be receipt by the Club or the Committee.

15.2. **Delivery of notice to Club:** Any notice to be given to the Club or the Committee under the constitution may be:

- a. **By hand:** delivered to the registered office of the Club; or
- b. **By post:** sent by post to either the registered office or to the postal address of the Club (as shown on the Club's website); or
- c. **By email:** sent by email to the email address of the Club (as shown on the Club's website).

15.3. **Validity of notice:** No notice to the Club or the Committee shall have any effect until it has been received in accordance with clause 15.2.

15.4. **Notices from Club:** A notice may be given to a member by the Club:

- a. **By hand:** an officer, employee or agent of the Club handing it to the member; or
- b. **By post:** sending it by post to the member at the address given to the Club by the member for the giving of notices; or
- c. **By email:** sending it by email to the member at the email address given to the Club by the member for the giving of notices.

15.5. **Deemed service:**

- a. **Service by post:** service of a notice on a member or the Club by post shall be deemed to have been effected on the fifth working day after the notice was posted.
- b. **Notice by email:** where a notice has been given to a member by the Club by email in accordance with clause 17.4(c), the notice will be deemed to have been received at the time of transmission if sent between the hours of 8.30am and 4.30pm on any working day and if sent after 4.30pm on a working day it will be deemed received at 8.30am on the next working day. If a computer-generated failure of delivery notice has been received the notice will not be deemed to have been received.

15.6. **Notice to Club of change of address:** every member shall advise the Club in writing of any change in their address.

16. **ACCOUNTS**

16.1. **Financial Year:** The financial year shall end on 30 June.

16.2. **Club to keep accounts:** The Club shall keep books of account for:

- a. **Monies received and spent:** all sums of money received and spent by the Club;
- b. **Sales and purchases:** any sales and purchase of goods or property by the Club; and
- c. **Assets and liabilities:** the assets and liabilities of the Club.

16.3. **Treasurer to maintain accounts:** The books of account shall be kept and maintained by the Treasurer who shall produce them to the Committee on demand.

16.4. **Accounts to be delivered at AGM:** A copy of the accounts which are to be presented to the Club at the AGM and a copy of the reviewer or auditor's report shall be sent to every member in accordance with this constitution. After the accounts and the reviewer or auditor's report are adopted by a meeting, copies shall be filed promptly with the Registrar.

17. **REVIEWER OR AUDITOR**

The Club's reviewer or auditor shall be a member of Chartered Accountants Australia and New Zealand or the Club of Internal Auditors New Zealand and shall be appointed by the Club at the AGM. Any casual vacancy in the office of auditor shall be filled by appointment of the Committee. Review or audit of the Club's accounts must be carried out in accordance with the Generally Accepted Accounting Principles.

18. **INDEMNITY**

No member or employee shall be under personal liability for the acts or omissions of the Club or any member, or for any contract or other obligation made or incurred by the Club, but shall be liable for that member's or employee's own fraudulent or negligent actions or omissions.

19. **LIABILITY OF COMMITTEE**

19.1. **Liability for loss:** The Committee and each Committee Member and any employees shall not be liable for any loss to the Club arising:

- a. **Agent:** from the negligence or fraud or delay of any agent instructed by the Committee or any Committee Member or any employee in good faith (notwithstanding that the instruction of such agent was not necessary or expedient and notwithstanding any statutory provision or rule of law to the contrary); or
- b. **Investment:** by reason of any investment made by the Committee or any Committee Member, employee or agent in good faith; or
- c. **Mistake:** by reason of any mistake or omission made by the Committee or any Committee Member, employee or agent in good faith; or
- d. **Delay:** by reason of any delay caused by the Committee or any Committee Member, employee or agent; or
- e. **Deposited funds:** by reason of all or part of the funds of the Institute being lawfully deposited in the hands of any banker or solicitor; or
- f. **Security:** by reason of the insufficiency or deficiency of any security upon which all or part of the funds of the Institute may be invested;
- g. **General:** from any other act of the Committee or any Committee Member, employee or agent, unless attributable to the Committee's or a Committee Member's, employee's or agent's own dishonesty or to the wilful commission or omission of any act known by the Committee or a Committee Member or an employee to be a breach of trust.

19.2. **Receipt of money:** Subject to clause 19.1, the Committee shall be liable only for such money as has been received by it. For the purposes of this clause the Committee shall be deemed to be accountable for money even if not actually paid to the Committee if that money was credited to an account, reinvested, accumulated, capitalised, carried to any reserve, sinking or insurance fund, or otherwise dealt with on the Committee's behalf.

20. **DISPUTES**

20.1. The Committee may (but is not required to) adopt a policy to require adherence by Members to processes that it considers will assist with the fair, efficient and timely resolution of disputes that:

- a. Arise between Members; and
- b. Involve an important activity or responsibility of CLUB; and
- c. The Committee considers in its discretion that the matter is of such importance or is causing such a level of disruption to Members or to the activities of CLUB that it must be addressed.

20.2. If provided for in any dispute policy implemented by the Committee a Member who is a party to one of the following disputes may appeal to Te Waka o Aoraki and/or Waka Ama NZ:

- a. A dispute between Members that has been determined by a decision of CLUB;
- b. A decision by CLUB that the Member wishes to dispute.

The appellant must comply with the Dispute Policies (if any) of both the Club, Te Waka O Aoraki and Waka Ama NZ and must pay any fee as required in such policy or policies (if any). Any decision of Waka Ama NZ is final and binding and is not subject to any further right of appeal.

21. **PROHIBITION OF PERSONAL BENEFIT**

21.1. All income, benefit or advantage shall be applied to the Objects of Club.

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

21.3. Any payments made must be for goods or services that advance the Objects and must be

22. **ALTERATION OF CONSTITUTION**

22.1. **Amendments to constitution:** The constitution shall not be amended, added to, or changed except by resolution approved by not less than two-thirds of the eligible voting members either present and voting in person or as proxy.

22.2. **Notice of change:** Not less than 21 days written notice of any proposed change to the constitution must be given to members.

22.3. **Restrictions on changes:** No change to the Objects, part 5, prohibition of personal benefit, part 21, or liquidation or winding up, part 23, shall be approved if it would have the effect of causing the Club to cease to retain its preferential tax status under New Zealand Law (including section CW46 of the Income Tax Act 2007 or any replacement of it).

22.4. **No change to not-for-profit status:** No addition to, alteration or other amendment to the constitution shall be made which detracts from the not-for-profit status of the Club.

23. **LIQUIDATION**

The Club may be wound up and if it is, it shall be wound up in accordance with the Act. If upon such winding up and after satisfaction of all debts and liabilities of the Institute, there remains any property or assets of the Club ("property") whatsoever such property shall be disposed of in the manner directed by the resolution to wind up the Club provided that no property shall be paid out or distributed other than to another society or organisation with objects similar to those of the Club. If there is no such society or organisation, then the property shall be distributed to a charitable organisation or charitable organisations in New Zealand chosen by the Committee or the then remaining Committee Members if less than a quorum exists.

24. **MATTERS NOT PROVIDED FOR**

If any matter arises which is not provided for, or which in the opinion of the Committee is not provided for, in the constitution, the matter shall be determined by the Committee and every such determination shall be binding upon the Club and the members, unless and until set aside by a resolution of a meeting.