

# Final Draft

## CONSTITUTION OF GLEN EDEN ATHLETIC AND HARRIER CLUB INCORPORATED

*[Guidance: If you add or delete a section of the constitution you will need to update the contents table below. To update, right-click anywhere on the table. Click 'Update Field', 'Update Entire Table', then OK.]*

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# GLEN EDEN ATHLETIC AND HARRIER CLUB CONSTITUTION

## 1. Definitions and interpretation

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1.1 **Definitions:** In this Constitution, unless the context requires otherwise, the following words and phrases have the following meanings:

**Act** means the Incorporated Societies Act 2022, including any amendments, and any regulations made under that Act.

**AGM or Annual General Meeting** means a meeting of the Members held once a year convened under this Constitution.

**Applicable Disputes Body** means the relevant hearing body, committee or person authorised, delegated or appointed by Athletics New Zealand pursuant to the rules, regulations and policies of Athletics New Zealand, to hear and resolve Complaints referred pursuant to clauses c) or 23.8.

**Athletics** means track and field, road running, race walking, cross-country running and mountain running as defined by Athletics New Zealand or World Athletics from time to time.

**Athletics New Zealand** means Athletics New Zealand Incorporated (216839).

**Balance Date** means 31<sup>st</sup> March in each calendar year.

**Bylaw** means any bylaws, policies, regulations and codes of the Club made under clause 21.

**Casual Vacancy** is a vacancy which arises when an Executive Committee Member or the President, Executive Secretary or Executive Treasurer does not serve their full term of office.

**Centre** means Athletics Auckland 221915

**Club** means Glen Eden Athletic and Harrier Club Incorporated 508083

**Constitution** means this Constitution, including any amendments and any schedules to this Constitution.

**Contact Details** means a physical or an electronic address and a telephone number.

**Day** means any day of the week (including Saturday, Sunday, and public holidays). Where an action is required to be done within a specified time (such as 40 Days) this means clear days, so it is to be calculated by excluding the date of notice (or other relevant action) and the date of the meeting (or other relevant activity).

**Executive Committee** means the Club's governing body.

**Executive Member** means a member of the Executive Committee, including the President, Executive Secretary and Executive Treasurer.

**General Meeting** means an AGM or SGM of the Club.

**Harrier Section** means Harrier Sub-Section

**Incorporated Societies Register** means the register of incorporated societies established under the Act.

**Interested** has the meaning given in section 62 of the Act [but excludes where a Committee member is the parent or guardian of a member, and that member may obtain a financial benefit from the matter in question].

**Life Member** means a person elected as a life member of the Club under clause 5.7.

**Matter** has the meaning given in section 62(4) of the Act.

**Member** means each person who for the time being is a member of the Club and includes all classes of members described in clauses 5.4 and 5.7.

**Officer** means an Executive Member and any natural person occupying a position in the Club that allows the person to exercise significant influence over the management or administration of the Club.

**Ordinary Resolution** means a resolution passed by a majority of votes of those persons entitled to vote and voting on the question.

**Patron** means the person appointed by the Club in accordance with clause 15.

**President** means the person elected as president of the Club from time to time in accordance with clause 9.6.

**Registrar** means the Registrar of Incorporated Societies under the Act.

**Safeguarding** means a preventative approach to protection by minimising or eliminating harm to children, young people and vulnerable adults.

**Secretary** means the person elected as Executive Secretary of the Club from time to time in accordance with clause 9.6.

**SGM or Special General Meeting** means a meeting of the Members, other than an AGM, called for a specific purpose or purposes.

**Special Resolution** means a resolution passed by not less than a 75% majority of votes of those persons present who are entitled to vote. [Guidance: Normally a special resolution is passed by a 75% majority, but you may specify a higher percentage.]

**Treasurer** means the person elected as Executive Treasurer of the Club from time to time in accordance with clause 9.6.

## 1.2 **Interpretation:** In this Constitution:

a reference to a gender includes both genders;

the singular includes the plural and vice-versa;

unless expressly specified otherwise, a requirement in this Constitution to notify, or to give notice to, a person (including the Club or Athletics New Zealand) or persons in this Constitution, means notice in writing delivered to that person or persons by any of the following means:

- (i) by hand, including courier;
- (ii) by email transmission;
- (iii) by electronic message;
- (iv) by Club website;
- (v) by social media;
- (vi) on Club noticeboard.

any reference to legislation includes a modification or re-enactment of legislation enacted in substitution of, or a regulation, order-in-council or other instrument from time to time issued or made under, that legislation;

any agreement includes that agreement as modified, supplemented, innovated or substituted from time to time;

any obligation not to do anything will include an obligation not to suffer, permit, or cause that thing to be done;

a reference to persons includes bodies corporate;

a reference to a person includes the legal personal representatives, successors and permitted assigns of that person; and

headings and the contents page are for reference only and are to be ignored in construing this Constitution.

## 2. Details of the Club

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2.1 **Name:** The name of the society is Glen Eden Athletic and Harrier Club Incorporated. **[MANDATORY CLAUSE]**

2.2 **Contact person:** At its first Executive Committee meeting following an AGM, the Executive must appoint or reappoint at least one, and a maximum of three, persons to be the contact person/s, subject to those persons meeting the eligibility criteria set out in the Act. The Committee must advise the Registrar of Incorporated Societies of any change in the contact person or their contact details. **[MANDATORY CLAUSE]**

## 3. Purpose and powers

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3.1 **Purpose:** The purposes of the Club are to: **[MANDATORY CLAUSE]**

be a member of Athletics New Zealand and Athletics Auckland;

promote, develop, foster and administer the sport of Athletics for the benefit of members, mainly as an amateur sport for the well-being, benefit and recreation of the general public;

promote, develop and co-ordinate Athletics competitions;

comply with the rules and regulations established by Athletics New Zealand, including enforcing standards of conduct, ethical behaviour and implementing good governance;

support the development of members, including the relevant training, Safeguarding requirements, education and development of the members, including officials, coaches, team managers and volunteers.

3.2 **Powers:** The Club shall have the capacity and the rights, powers and privileges conferred by the Act, including all powers necessary for, or ancillary or incidental to, fulfilling its purposes.

## 4. Registered office

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4.1 **Registered office:** The registered office of the Club is such place as determined by the Executive Committee from time to time.

4.2 **Change of registered office:** The Executive Committee may determine to move the registered office of the Club from time to time. The Executive Committee must inform the Registrar of this change within the time frame required by the Act.

## 5. Members

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5.1 **Application:** An applicant for membership of the Club must apply using the national membership system provided for the Club by Athletics New Zealand and pay all relevant fees for the applicable membership period. **[MANDATORY CLAUSE]**

5.2 **Acceptance:** Subject to clauses 5.1 and 5.3 as applicable, within 14 Days of an applicant applying to become a member, the Executive Committee will determine the outcome of the membership application, at its sole discretion. If no refusal is communicated within this timeframe, the application is deemed to have been accepted. Where the application is refused, the fees will be refunded. The Executive Committee must advise the applicant of its decision. **[MANDATORY CLAUSE]**

5.3 **Member consent:** A person or entity consents to become a member by submitting an application to the Club via the national membership system provided by Athletics New Zealand and paying the required membership fees, unless otherwise specified in this Constitution. **[MANDATORY CLAUSE]**

5.4 **Members:** The members of the Club are:

- Children and adults who are active or social members (as defined by Athletics New Zealand, from time to time);
- Officials (as defined by Athletics New Zealand from time to time);
- Coaches (as defined by Athletics New Zealand from time to time);
- Volunteers as defined by the Executive Committee, including members of the Executive Committee, Harrier Sub-Committee and other sub-committees designated by the Executive Committee as being eligible under this provision. Volunteers will also include Club coaches and officials appointed by either the Executive Committee or Harrier Sub-Committee;
- Life Members;
- Any other categories of member as the Executive Committee determines.

5.5 **Renewal of membership:** Subject to clauses 5.7 and 6, members renewing their membership must do so in accordance with the regulations of Athletics New Zealand.

5.6 **Membership entitlements not transferable:** A right, privilege or obligation, which a person has by reason of being a member is not capable of being transferred or assigned to another person and terminates on cessation of that member's membership.

5.7 **Life Members:**

A person may become a Life Member in recognition and appreciation of outstanding service by an individual to the Club. Any two financial members may nominate an individual to become a Life Member by giving notice to the Executive Committee setting out the grounds for the nomination. The Executive Committee must then determine whether the nomination should be forwarded to a General Meeting for determination by the Members. A person may only be elected as a Life Member by a Special Resolution at a General Meeting. A person consents to becoming a Life Member on acceptance of their life membership. Life Members have such rights and benefits as determined by the Executive Committee from time to time.

Life Members shall have full voting rights and shall be exempt from renewing their membership and from paying the Club membership fees.

5.8 **Member rights and obligations:** Members acknowledge and agree that:

they are bound by, and will comply with, this Constitution and the Bylaws, as well as the rules, regulations, procedures and policies of Athletics New Zealand and Athletics Auckland;

they are entitled to all rights and entitlements granted by this Constitution or as determined by the Executive Committee;

to receive, or continue to receive or exercise member rights, they must meet all the member requirements set out in this Constitution and the Bylaws or as otherwise set by the Executive Committee, including payment of any membership or other fees within the required time period;

they do not have any rights of ownership of, or the automatic right to use, the Club's property; and

they will promote the interests and purposes of the Club and must not do anything to bring the Club into disrepute.

5.9 **Member register:** As per the Athletics NZ Membership and Database Regulations, the Executive Committee will keep an up-to-date Member Register within the Athletics NZ Membership System. The Executive Committee shall annually appoint a Club member to maintain the Member Register within the ANZ membership system, which includes each member's name, contact details, the date they became a member and the date they cease to be a member. A member must provide notice to the Club of any change to their contact details by updating their member profile on the Athletics NZ Membership System. In using the Athletics NZ Membership System, the Executive Committee will keep a record of those who have ceased to be a member within the previous seven (7) years and the date on which they ceased to be a member. **[MANDATORY CLAUSE]**

## **6. Suspension and termination of membership**

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6.1 **Suspension of Member:** If a member is, or may be, in breach under clause 5.8, and the Executive Committee believes it is in the best interests of the Club to do so, the Executive Committee may suspend the member until final determination of the matter under clause 23. Before imposing any suspension, the member and Athletics New Zealand must be given notice of the suspension.

6.2 **Suspension of Member rights:** Unless otherwise determined by the Executive Committee, while a member is suspended, the member is not entitled to attend, speak or vote at a General Meeting or to any other rights or entitlements of a member and is not entitled to continue to hold office in any position within the Club, until such time as the alleged breach is resolved or determined. However, whilst suspended, the member continues to be bound by this Constitution.

6.3 **Termination by Executive Committee:** The Executive Committee may, by Special Resolution and written notice stating the reasons for arriving at their decision, terminate a Member's membership: **[MANDATORY CLAUSE]**

for breach of their obligations under clause 5.8; or

following the dispute resolution process set out in clause 23 or such other process set out or referred to in this Constitution.

Unless otherwise specified in such notice, termination is effective as of the date of the notice.

6.4 **Ceasing to be Member:** A member ceases to be a member: **[MANDATORY CLAUSE]**

except for a Life Member, at the expiry of the term of their membership period;

by giving notice to the Executive Committee of their withdrawal, with such resignation to be effective at the date such notice is received by the Executive Committee (unless a later date is specified in such notice);

by applying for a transfer to another Athletics club through the national membership system provided for the Club by Athletics New Zealand and upon the transfer being approved by that other club;

upon a Member's death.

6.5 **Consequences of ceasing to be a member:** A member who ceases to be a member: **[MANDATORY CLAUSE]**

remains responsible to pay all their outstanding membership fees and other fees to the Club;

must return all the Club's property;

continues to be bound by, and remains subject to, this Constitution, the Bylaws and the rules, regulations, procedures and policies of Athletics New Zealand with respect to such Member's activities that occurred during the term of their membership of the Club; and

ceases to be entitled to any rights of a member.

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## 7. **Membership Fees**

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7.1 **Annual Fees:** The membership fees to the Club shall be an amount as set by the Executive Committee annually, in consultation with any sub-committee, and ratified at the AGM and shall be payable in advance. Fees set by Athletics New Zealand and Athletics Auckland shall be added to the Club membership fees.

7.2 **Other Fees:** The Executive Committee may determine that other fees are payable by members from time to time.

7.3 **Period:** Each member shall be granted membership for up to one year depending on the Athletics New Zealand category and type the member chooses. The fee shall be due and payable (on a pro rata basis where applicable) on the date of application. Renewals will fall on the date immediately following the date the member's membership period expires.

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## 8. **General Meetings**

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8.1 **AGM:** An AGM must be held once a year at the time, date and place as the Executive Committee decides, but no later than 31 August. **[MANDATORY CLAUSE]**

8.2 **Notice of AGM:** The members must be given at least fourteen (14) days' notice informing them of the date, time and place of the AGM. Notice to members of an AGM may be given by posting on the Club's website. **[MANDATORY CLAUSE]**

8.3 **Notice of proposed motions:** Members must give notice of any proposed motions and other items of business to the Club at least seven (7) days before the date of the AGM. **[MANDATORY CLAUSE]**

8.4 **Notice of agenda:** Notice of the agenda containing the business to be discussed at the AGM must be sent (via email, print media or posting on the Centre's website or social media account) to all persons entitled to attend the AGM at least five (5) days before the date of the AGM. **[MANDATORY CLAUSE]** Additional items of business may be raised and voted on other than those set out in the agenda.

8.5 **Business of AGM:** The following business will be discussed at the AGM: **[MANDATORY CLAUSE]**

confirmation of the minutes of the previous AGM;

the Executive Committee's presentation of the following information during the most recently completed accounting period:

- (i) the annual report;
- (ii) the reviewed annual financial statements;
- (iii) notice of any disclosures of conflicts of interest made by Executive Committee Members (including a brief summary of the matters, or types of matters, to which those disclosures relate);

the election of Executive Committee Members, including the President, Executive Secretary and the Executive Treasurer as provided for in clause 9.6;

ratification of the Club membership fees and distribution of any surplus funds in the Club Account;

nomination of Patron/Vice Patrons;

consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM; and

consideration of any other items of business that have been submitted for consideration at the AGM.

8.6 **SGM:** The Executive Committee must call a SGM, within twenty one (21) days, if determined by a majority of Committee Members, or if it receives a written request, stating the purpose of the SGM, from 10% of members. **[MANDATORY CLAUSE]**  
 The Harrier Committee may only be dissolved by holding a Club SGM.

8.7 **Notice of SGM:** Members must be given at least seven (7) days' notice of the SGM, unless the Executive Committee, in its discretion, decides that the nature of the SGM business is of such urgency that a shorter period of notice is to be given to members. A SGM may only consider and deal with the business specified in the request for the SGM. **[MANDATORY CLAUSE]**

8.8 **Method of holding a meeting:** A General Meeting may be held by a quorum of people being assembled at the time and place appointed by the Executive Committee or by means of audio link, audio-visual link or any other form of communication approved by the Executive Committee.

8.9 **Quorum:** No business may occur at any General Meeting unless a quorum is present at the meeting. The quorum for a General Meeting is seven (7) members who are entitled to vote, including members present by casting votes by electronic means. A quorum must always be present during the General Meeting. **[MANDATORY CLAUSE]**

8.10 **No quorum at AGM:** If a quorum is not met within 30 minutes of the AGM's scheduled start time, the AGM is adjourned to a day, time and place set by the Chair of the AGM (which date may not be less than 6 nor more than 30 days after the date of the AGM). Notice of the day, time and place for the adjourned AGM must be given to all members as soon as reasonably possible after the original scheduled AGM. If no quorum is met at the further AGM, the members present, in person or through audio, audio visual link or other electronic communication, 15 minutes after the further AGM's scheduled start time, are deemed to constitute a valid quorum.

8.11 **No quorum at SGM:** If a quorum is not met within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled.

8.12 **Control of General Meetings:** The President, or person elected pursuant to clause 10.4 chairs General Meetings. If those persons are unavailable, the members present will elect a person to chair the General Meeting.

8.13 **Omissions and irregularities:** The General Meeting and its business will not be invalidated by:

one or more members not receiving notice of the meeting;

notice not being given within the required time frame; or

an accidental irregularity, error or omission in the notices, agendas or papers of the meeting or notice.

8.14 **Attendance:** Members and any other persons invited by the Executive Committee are eligible to attend and speak at General Meetings.

8.15 **Voting:** Current members present are each entitled to exercise one vote on any motion at a General Meeting unless:

their membership has been suspended as set out in clause 6.1 of this Constitution;

the member is under the age of 16 years at the time of the meeting. **[MANDATORY CLAUSE.]**

8.16 **Voting by electronic means:** Voting by electronic means is permitted.

8.17 **Conduct of voting:** Voting is conducted by a show of hands, or an equivalent electronic process, of those members present who are eligible to vote (and including votes cast by electronic means), unless a secret ballot is called for and approved by the chair or 51% of members present, or as otherwise required under this Constitution. **[MANDATORY CLAUSE]** If the number of votes is equal, the Chair does not have a casting vote.

8.18 **Minutes:** Minutes must be kept of all General Meetings. **[MANDATORY CLAUSE]**

8.19 **Resolution:** An Ordinary Resolution of members at a General Meeting is sufficient to pass a resolution, except as specified in the Act or this Constitution. **[MANDATORY CLAUSE]**

## 9. Executive Committee

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9.1 **Functions and powers:** Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution, the Executive Committee must manage, direct or supervise the operation and affairs of the Club and has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of the Club. The Executive Committee may allocate amongst the Executive Committee Members, specific roles or functions. **[MANDATORY CLAUSE]**

9.2 **Composition:** The Executive Committee consists of at least six (6) persons elected at the AGM under clause 9.6. including the President, the Executive Secretary, and the Executive Treasurer. If the positions of President, Executive Secretary, and/or Executive Treasurer are not filled at the AGM, these may be appointed by the Executive Committee (see clause 9.6 h). It is recommended that a majority of the Executive Committee Members be made up of Club members. **[MANDATORY CLAUSE]**

9.3 **Role of the President:** The President will:

preside over AGMs and SGMs and meetings of the Executive Committee;

facilitate an annual report on the operations of the Club to present to the Members at the AGM outlining the Club's activities since the previous AGM;

ensure the affairs of the Club are properly conducted;

undertake activities to promote the Club, good relations and communications between members and the reputation and best interests of the Club;

attend to such other duties as reasonably required by the Committee; and

comply with this Constitution and the Bylaws

9.4 **Role of the Executive Secretary:** The Secretary will:

- attend to all correspondence;
- prepare, circulate and maintain a record of the agenda and minutes of all Executive Committee meetings, AGMs and SGMs to those entitled to receive them;
- ensure that any sub-committee keeps minutes, and these minutes are available to the Executive Committee;
- ensure the Member Register is maintained;
- keep and maintain the register of interest disclosures made by Committee Members and other Officers in accordance with clause 12.1;
- keep all administration records;
- ensure the Club's annual return is filed in accordance with clause 17.7;
- attend to such other clerical duties reasonably required by the Executive Committee and the Club; and
- comply with this Constitution and the Bylaws.

These tasks may be varied or delegated.

9.5 **Role of the Executive Treasurer:** The Treasurer will:

- receive all money paid to, or received into, the overall Club account and Track & Field accounts and pay monies owed after approval by the Executive Committee;
- invest funds of the Club in the manner directed by the Executive Committee;
- keep the financial accounts for the overall Club account and Track & Field accounts according to a process agreed with the Harrier Treasurer
- provide a financial report for each Executive Committee meeting;
- have oversight of the Harrier Section finances;
- ensure that the annual financial statements are prepared and reviewed, submit appropriate financial statements at the AGM;
- undertake other tasks required by the Executive Committee; and
- comply with this Constitution and the Bylaws.

9.6 **Election of Executive Committee Members:** Executive Committee Members are elected as follows:  
**[MANDATORY CLAUSE]**

- a) the Executive Committee must call for nominations for Executive Committee Member positions at least thirty (30) days before the AGM. Nominations for the Executive Committee can also be accepted at the AGM.
- b) nominations are made in the form decided by the Executive Committee and must be received by the date set by the Executive Committee and if no date is set, at least fifteen (15) days before the AGM;
- c) the Executive Committee must give notice of the nominations to all members in the notice of the AGM agenda provided under clause 8.2;

- d) at the AGM, if there are more nominees than number of positions available, an election is to be held.
- e) those nominees who have the highest number of votes in their favour to fit the number of vacant positions are declared elected;
- f) if the number of votes for one or more nominees is equal to another nominee, a further vote will be held between the tied nominees;
- g) if there is only one nominee for a vacant position, a vote will be held to confirm the nominee's election;
- h) if a position remains unfilled following the AGM, the Committee may appoint a person of their choice to fill the position.

**[MANDATORY CLAUSE]** *Election or appointment of Officers is required to be in the constitution – section 26(1)(f)(ii) of the Act.*

9.7 **Qualification:** Every Executive Committee Member must, in writing:

consent to be a Executive Committee Member; and

certify that they are not disqualified from being elected or holding office as a Committee Member by this Constitution or under section 47 of the Act.

*Guidance: Section 47 of the Act sets out disqualifying factors such as being under 16 years old, an undischarged bankrupt, a person who is prohibited from being a director under other legislation, a person who is disqualified from being an officer of a charity etc.*

9.8 **Disqualification:** The following persons are disqualified from being elected or holding office as an Executive Committee Member:

- a) A person who is disqualified from being elected or holding office as an Executive Committee Member under section 47 of the Act.
- b) A person who is a registered member of another Athletic Club
- c) A person who has been removed as an Executive Committee Member following a process under this Constitution or any Bylaw.

9.9 **Term of office:** The term of office for all Executive Committee Members is one year, expiring at the next AGM. The term of any period served to fill a casual vacancy is disregarded for the purposes of calculating the term served. **[MANDATORY CLAUSE]**

9.10 **Casual Vacancy:** If a casual vacancy of an Executive Committee Member arises, the remaining Executive Committee Members may:

appoint a person of their choice to fill the casual vacancy only until the next AGM.

may leave the casual vacancy unfilled until the next AGM, at which a person is elected to fill the vacancy.

9.11 **Suspension of an Executive Committee Member:** If any Executive Committee Member is or may be the subject of an allegation, notice or charge described in the headed “**Disqualification**” (clause 9.8) or any circumstances arise in relation to a Executive Committee Member which are or may be of concern to the Executive Committee, the remaining Executive Committee Members may by Special Resolution suspend the Executive Committee Member in question from the Executive Committee and set conditions it requires pending the final determination of the allegation, notice, charge or circumstances. Before imposing any suspension, the Executive Committee Member must be given notice of the suspension.

## 9.12 Removal of an Executive Committee Member:

The Executive Committee may, by Special Resolution, remove any Executive Committee Member before the expiry of their term of office if the Executive Committee considers the Executive Committee Member concerned:

- (i) has seriously breached their duties under this Constitution or the Act; or
- (ii) is no longer a suitable person to be an Executive Committee Member; or
- (iii) is involved with, interested in, or otherwise closely connected to a person or activity which has or may bring the Club or Athletics into disrepute, or which may be prejudicial to the purposes or the interests of the Club and/or Athletics if they remain as a Executive Committee Member.

The Executive Committee Member who is the subject of the motion is counted for the purpose of reaching a quorum but will not participate in the vote on the motion.

Before considering a motion for removal, the Executive Committee Member who is the subject of the motion must be given:

- (iv) notice that an Executive Committee meeting is to be held to discuss the motion to remove the Executive Committee Member;
- (v) adequate time to prepare a response;
- (vi) the opportunity prior to the Executive Committee meeting to make written submissions; and
- (vii) the opportunity to be heard at the Executive Committee meeting.

## 9.13 Executive Committee Member ceasing to hold office:

A person ceases to be a Committee Member if: **[MANDATORY CLAUSE]**

- their term expires;
- the person resigns by delivering a signed notice of resignation to the Executive Committee;
- the person is removed from office under this Constitution;
- the person becomes disqualified from being an officer under section 47(3) of the Act.

## 10. Executive Committee meetings

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### 10.1 Calling meetings:

Executive Committee meetings may be called at any time by the President or by three (3) Committee Members, but generally the Committee meets six (6) times per year. **[MANDATORY CLAUSE]**

### 10.2 Meeting procedure:

Except to the extent specified in the Act or this Constitution, the Executive Committee may regulate its own procedure. **[MANDATORY CLAUSE]**

### 10.3 Quorum:

The quorum for an Executive Committee meeting is a majority of Executive Committee Members. **[MANDATORY CLAUSE]** Any Executive Committee Member may be counted for the purposes of a quorum, participate in any Committee meeting and vote on any proposed resolution at an Executive Committee meeting without being physically present. This may only occur at Executive Committee meetings by audio or audio-visual link or other electronic communication provided that all persons participating in the Executive Committee meeting can hear each other effectively and simultaneously.

10.4 **Chair:** If the President is unavailable, another Executive Committee Member shall be appointed by the Executive Committee to undertake the President's role during the period of unavailability. **[MANDATORY CLAUSE]**

10.5 **Voting:** Each Executive Committee Member has one vote. Voting is by voice, or on request of any Executive Committee Member, by a show of hands. Proxy and postal votes are not permitted. Voting by electronic means is permitted. **[MANDATORY CLAUSE]** If the number of votes is equal, the Chair does not have a casting vote. **[MANDATORY CLAUSE]**

10.6 **Resolution in writing:** A resolution in writing signed or consented to by email or other electronic means by a majority of Executive Committee Members is valid as if it had been passed at an Executive Committee meeting. Any resolution made outside of an Executive Committee meeting should be documented at the next meeting.

## 11. Officer's Duties

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### 11.1 Duties: An Officer:

when exercising powers or performing duties as an Officer, must act in good faith and in what the Officer believes to be the best interests of the Club;

must exercise a power as an Officer for a proper purpose;

must not act, or agree to the Club acting, in a manner that contravenes the Act or this Constitution;

when exercising powers or performing duties as an Officer, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances, taking into account, but without limitation, the nature of the Club, the nature of the decision and the position of the Officer and the nature of the responsibilities undertaken by them;

must not agree to the activities of the Club being carried on in a manner likely to create a substantial risk of serious loss to the Club's creditors or cause or allow the activities of the Club to be carried on in a manner likely to create a substantial risk of serious loss to the Club's creditors;

must not agree to the Club incurring an obligation unless the Officer believes at that time on reasonable grounds that the Club will be able to perform the obligation when it is required to do so;

when exercising powers or performing duties as an Officer, may rely on reports, statements, and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:

- (i) an employee whom the Officer believes on reasonable grounds to be reliable and competent in relation to the matters concerned; or
- (ii) a professional adviser or expert in relation to matters that the Officer believes on reasonable grounds to be within the person's professional or expert competence; or
- (iii) any other Officer or subcommittee on which the Officer did not serve in relation to matters within the Officer's or subcommittee's designated authority, if the Officer, acts in good faith, makes proper inquiry where the need for inquiry is indicated by the circumstances, and has no knowledge that the reliance is unwarranted; and must comply with this Constitution and the Bylaws.

## 12. Conflicts of Interests

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12.1 **Register of interests:** The Executive Committee must keep a register of interest disclosures made by Executive Committee Members. The Executive Committee must present a summary at each AGM of the nature and extent of any disclosures recorded during the year (such summary does not need to disclose the identity of the Interested party nor the details of the interest disclosed).

12.2 **Duty to disclose interest:** An Executive Committee Member or any other Officer who is Interested in a Matter being considered by or affecting the Club must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Executive Committee and include in the interests register as soon as practicable after the Executive Committee Member becomes aware that they are Interested in the Matter.

12.3 **Consequences of being Interested:** An Executive Committee Member who is Interested in a matter:

- may take part in any Executive Committee discussion relating to the matter.
- must not:
  - (i) be present at the time of the Executive Committee decision;
  - (ii) vote or take part in a decision of the Executive Committee relating to the matter;
  - (iii) must not sign any document relating to the entry into a transaction or the initiation of the matter.
- may be counted for the purpose of determining whether there is a quorum at any meeting at which the matter is considered.

12.4 **Calling of SGM:** Despite clause 12.3, if a majority of Executive Committee Members are Interested in a matter, an SGM must be called to consider and determine the matter.

12.5 **Notice of failure to comply:** The Executive Committee must notify members of a failure to comply with section 63 or 64 of the Act, and of any transactions affected, as soon as practicable after becoming aware of the failure.

## 13. Sub-committees

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13.1 **Appointment:** The Executive Committee may appoint sub-committees for such purposes as it thinks fit. Sub-committees will consist of such persons (whether or not they are members) as determined by the Executive Committee or, where authorised by the Executive Committee, the chair of the sub-committee.

13.2 **Procedure:** Unless otherwise resolved by the Executive Committee:

- a) meetings of a sub-committee may be held in person or by teleconference or by audio or electronic communications or other means by which those participating may hear each other simultaneously;
- b) the quorum of every sub-committee is a majority of the members of the sub-committee;
- c) minutes shall be kept of all sub-committee meetings and a copy forwarded to the Executive Secretary in a timely fashion;
- d) the sub-committee shall have power to co-opt additional members to the extent the sub-committee resolves that it is necessary to fulfil the applicable purpose of the sub-committee's formation;

- e) no sub-committee shall have the authority to commit the Club to any obligation without approval from the Executive Committee;
- f) sub-committees will operate under financial parameters as set by the Executive Committee. For specific rules for the Harrier sub-committee see Clause 14.1 b).
- g) no sub-committee may delegate any of its powers or responsibilities.

13.3 **Resolution in writing:** A resolution in writing, signed or consented to by email or other electronic means by all members of the sub-committee [for the time being entitled to receive notice of a meeting of the sub-committee], shall be valid and effectual as if it had been passed at a meeting of the subcommittee properly convened and held. Any resolution made outside of a committee meeting should be documented at the next meeting.

13.4 **The Harrier sub-committee** is covered by specific rules in Clause 14.

#### 14. **Harrier Section**

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14.1 The Executive Committee has responsibility for all aspects of the Club; however, the Club permits the Harrier sub-section (hereafter referred to as the Harrier Section) to manage its own affairs, subject to the provisions of this Constitution and the Bylaws attached. This includes;

- a) holding their own regular meetings
- b) managing the day-to-day finances of the Harrier Section, while abiding by the rules of clause 16, under the oversight of an Executive Committee Member (usually the Executive Treasurer).
- c) **Role of the Treasurer:** The Harrier Section Treasurer will:
  - receive all money paid to or received into the Harrier accounts and pay monies owed after approval by the Harrier Committee'
  - invest funds of the Harrier Section in the manner directed by the Harrier Committee;
  - keep the financial accounts for the Harrier Section according to a process agreed with the Executive Treasurer;
  - present a financial report at Committee meetings;
  - facilitate preparation of the annual financial statements by providing the Executive Treasurer with all necessary financial data; and
  - comply with this Constitution and the Bylaws.
- d) reporting: The Secretary of the Harrier Committee (or other person designated by the Harrier Committee) shall forward a copy of all meeting minutes and financial reports to the Executive Secretary in a timely fashion.
- e) the Harrier Section will be funded by a portion of the Club surplus funds (if any), as per clause 16.7, plus any running and fundraising events which they organise.
- f) holding an Annual Meeting to elect their committee.

14.2 Harrier Sub-Committee (hereafter referred to as the Harrier Committee): The Harrier Committee shall generally be run according to the rules applicable to the Executive Committee, with all necessary modifications and exceptions, including in particular:

- a) For President insert 'Chair.'

- b) 'For Executive Committee read 'Harrier Committee'. The Harrier Committee shall be elected at the Harrier Annual Meeting, which is to be held annually, as soon as is practicable after the end of the Harrier season – and no later than the end of February, prior to the new season starting.
- c) A quorum at a Harrier Committee meeting shall be a majority of members.
- d) Members of the Club Executive may also be on the Harrier Committee.

14.3 Harrier Annual Meeting: The Harrier Section shall hold its own Annual Meeting. The Harrier Section's Annual Meeting shall generally be run according to the rules applicable to the Club AGM, with all necessary modifications and exceptions, including in particular:

- a) The business of the Annual Meeting shall include receiving and considering for approval the Harrier Annual Report and the Profit and Loss Statement as at the 31st of October.
- b) Quorum: Seven (7) members shall form a quorum at Harrier Section annual meetings.
- c) If a quorum is not obtained within thirty (30) minutes of the time appointed for the commencement of the meeting, if convened under Clause 8.11, the meeting shall lapse, but in any other case the meeting will be adjourned for between 6 and 30 days. If, at such adjourned meeting, a quorum is not present within fifteen (15) minutes, those members entitled to vote shall be deemed to constitute a quorum and shall transact the business for which the meeting was called, and every resolution passed at such meeting shall be as effective and binding as if the quorum provided in Clause 8.10 had been present.
- d) Minutes: The Secretary of the Harrier Committee (or other person designated by the Harrier Committee) shall forward a copy of the minutes (and all reports) of annual meetings to the Executive Secretary, to be retained as a permanent record.

14.4 The Harrier Committee may only be dissolved by a Club SGM as per clause 8.6, and upon dissolution all funds and assets are to be merged into the Club funds.

## **15 Patrons**

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- 15.1. At the AGM, a person may be nominated to be a Patron to show their support for the Club and to help establish or maintain public credibility of the Club. The Patron will be invited to accept their appointment.
- 15.2. A Patron is entitled to attend and speak at General Meetings but has no right to vote.
- 15.3. Vice Patrons may also be nominated.

## **17. Finances**

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- 17.1 **Control and management of finances:** The funds and property of the Club are controlled, invested and disposed of by the Executive Committee, subject to this Constitution (including the provisions of Clause 14.1 b) and devoted solely to the promotion of the purposes of the Club set out in Clause 3. **[MANDATORY CLAUSE]**
- 17.2 **Club funds:** all Club funds are to be lodged with a recognised NZ Trading Bank.
- 17.3 **Balance date:** The Club's balance date is 31 March.
- 17.4 **Authorised Signatories:** At all times there shall be three (3) authorised signatories/internet banking administrators for all bank accounts (for both the Club and Harrier Section). Two of the three signatories are required to authorise bank payments and transactions. At least two of the authorised persons shall be current members of the applicable committee (Executive or Harrier Committee) –

however no two persons of the same family/household or partnership can have signatory rights over the same set of bank accounts, at the same time.

- 17.5 **Financial reporting:** The Executive Committee shall ensure that the annual financial statements are prepared and registered in accordance with the Act and all other regulatory requirements.
- 17.6 **Review of financial statements:** The Club's financial statements must be reviewed each year and the reviewed financial statements must be submitted to the AGM. The reviewer will be appointed by the Executive Committee.
- 17.7 **Annual Return:** The Executive Committee shall ensure that an annual return is given to the Registrar for registration within 6 months of the balance date and contain the prescribed information in accordance with the regulations prescribed pursuant to the Act.
- 17.8 **Surplus Funds:** Prior to 31 March each year the Executive Committee, in consultation with any sub-committee but not limited to the Harrier Committee, shall determine the likely surplus for the financial year and the proportion of this surplus payable to each Club Section. This distribution is to be made prior to 31 March each year.
- 17.9 **No personal benefit:** The members, Executive Committee Members and other Officers may not receive any distributions of profit or income from the Club. This does not prevent members, Committee Members and other Officers:
  - receiving reimbursement of actual and reasonable expenses incurred, or
  - entering into any transactions with the Club for goods or services supplied to or from them, which are at arms' length, relative to what would occur between unrelated parties,provided no member, Executive Committee Member or other Officer is allowed to influence any such decision made by the Club in respect of payments or transactions between it and them, their direct family or any associated entity.

## **18. Indemnity and insurance**

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- 18.1 **Insurance:** The Club holds Public Liability, Statutory Liability and Contents insurance
- 18.2 Athletics New Zealand's insurance currently covers:
  - Public Liability – Cover for third party property damage;
  - Statutory Liability – Covers fines and penalties (where legally insurable) for breaches of certain laws and regulations, such as workplace safety laws.

## **19. Information**

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- 19.1 **Request for information:** A Member may at any time make a written request to the Club for information held by the Club, including the annual financial statement or the minutes presented at the most recent AGM. Such request must specify the information sought in sufficient detail to enable it to be identified. The Club must, within a reasonable time after receiving the request, provide, agree to provide, or refuse to provide, the information requested in accordance with the Act.

*Guidance: refer to s 88(1) of the Act. The grounds for refusing a request are set out in s 81, but can be negated by the constitution.*

## 20. Amendments

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20.1 **Amendments:** This Constitution may only be amended or replaced by an Ordinary Resolution of members at a General Meeting. **[MANDATORY CLAUSE]**

20.2 **No amendment:** No addition to, deletion from or alteration of this Constitution may be made which would allow personal pecuniary profits to any individuals. *Guidance: This clause is required by the IRD for sports clubs seeking an income tax exemption.*

20.3 **Minor effect or technical alteration:** If an amendment to this Constitution would have no more than a minor effect, or is to correct errors, or makes similar technical alterations, then the Executive Committee may give notice of the amendment to every member stating the text of the amendment and the right of members to object to the amendment. If the Executive Committee does not receive any objections from members within thirty (30) days after the date on which the notice is sent, or any longer period of time that the Executive Committee decides, then the Committee may make that amendment. If it does receive an objection, then the Committee may not make the amendment.

## 21. Bylaws and Integrity

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21.1 **Bylaws:** The Committee may make and amend Bylaws for the conduct and control of the Club's activities and codes of conduct applicable to members. Any Bylaw must be consistent with this Constitution, the Club's purposes set out in clause 3, the constitution of Athletics New Zealand, the Act and any other laws. All Bylaws are binding on the Club, members, Executive Committee Members and other Officers. The making, amendment, revocation, or replacement of a Bylaw is not an amendment of this Constitution. A copy of the Bylaws for the time being, shall be available for inspection, by appointment, at the Clubrooms by any member during ordinary business hours.

## 22. Notices

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22.1 **Notices:** A notice may be given by the Club to any member either personally, by posting on the Club's website or social media account, or by sending it to the member at the address supplied by the member (including by email or other electronic communication).

## 23. Dispute resolution

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23.1 **Definitions:** In this clause 23:

- (a) **Dispute** means a disagreement or conflict between and among any one or more members, any one or more Officers and the Club, that relates to an allegation that:
  - (i) a member or an Officer or the Club has engaged in misconduct; or
  - (ii) a member or Officer has breached, or is likely to breach, a duty under this Constitution or the Act; or
  - (iii) a member's rights or interests as a member have been damaged or members' rights or interests generally have been damaged.
- (b) **Disputes Procedure** means the procedure for resolving a Dispute set out in clauses 23.4 to 23.13;
- (c) a **member** is a reference to a member acting in their capacity as a member;
- (d) an **Officer** is a reference to a Committee Member or other Officer acting in that capacity.

23.2 **Application of other legislation to a dispute:** The Disputes Procedure will have no effect to the extent that it contravenes, or is inconsistent with, any law applicable to the Club.

23.3 **Application of other procedures under this Constitution or in a Bylaw:** If the dispute is dealt with by a separate procedure under this Constitution or in a Bylaw (**Other Procedure**), that other procedure applies to the exclusion of the disputes procedure. If any part of the Other Procedure is inconsistent with the rules of natural justice, that part will not apply, but the remainder of the Other Procedure will continue to apply together with adjustments as determined by the Committee in its sole discretion so that the other procedure is consistent with the rules of natural justice.

23.4 **Raising a complaint:**

- A member or an Officer may start the disputes procedure by giving written notice (a **Complaint**) to the Executive Committee, within thirty (30) days of the dispute arising, setting out:
  - that the member or Officer is starting a dispute procedure;
  - the allegation to which the dispute relates and who the allegation is against; and
  - any other information reasonably required by the Club.
- The Club may make a complaint involving an allegation against a member or an Officer by giving written notice to the person concerned setting out:
  - that the Club is starting a dispute procedure; and
  - the allegation to which the dispute relates.
- The information given must be enough to ensure a person against whom the complaint is made is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.

23.5 **Investigating and determining disputes:** The Executive Committee must, as soon as is reasonably practicable after receiving or becoming aware of a complaint, ensure the dispute is investigated and determined, or referred pursuant to clause 23.7. Disputes must be dealt with in a fair, efficient, and effective manner. If Clause 22.8 applies, the Executive Committee will promptly notify Athletics New Zealand in writing upon receipt of the complaint.

23.6 **Decision to not proceed with a matter:** Despite the contents of the disputes procedure, the Executive Committee may decide not to proceed with a complaint if:

- the complaint is trivial; or
- the complaint does not appear to disclose or involve any allegation of the following kind:
  - any material misconduct; or
  - any material breach or likelihood of material breach of a duty under this Constitution or the Act; or
  - any material damage to a member's rights or interests; or
- the complaint appears to be without foundation or there is no apparent evidence to support it; or
- the person who makes the complaint has an insignificant interest in the matter; or
- the conduct, incident, event, or issue giving rise to the complaint has already been investigated and dealt with under this Constitution; or
- there has been an undue delay in making the complaint.

23.7 **Referral of Complaints:** Subject to clause 23.8, the Committee may refer a complaint to:

- a hearing body or person authorised, delegated or appointed by the Executive Committee to hear and resolve Disputes, and includes an arbitral tribunal (**Hearing Body**); or
- a subcommittee or an external person to investigate and report; or
- an Applicable Disputes Body constituted by Athletics New Zealand; or

- d) any type of consensual dispute resolution with the consent of all parties to the complaint.

23.8 **Mandatory Referrals of Complaints:** The Executive Committee must refer a complaint to the Applicable Disputes Body where the dispute relates to a breach of the rules, regulations and policies of Athletics New Zealand, including its code of conduct.

23.9 **Hearing Body:** The Executive Committee may determine the composition, jurisdiction, functions and procedures of any hearing body. A hearing body has delegated authority to investigate, to assist to resolve complaints and recommend any actions to the Executive Committee.

23.10 **Bias:** A person may not act as a decision maker in relation to a complaint if two or more members of the Executive Committee or the Hearing Body consider there are reasonable grounds to believe that the individual may not be:

- a) impartial; or
- b) able to consider the matter without a predetermined view.

23.11 **Complainant's right to be heard:**

- a) The member or Officer making the complaint has a right to be heard before the complaint is resolved or any outcome is determined.
- b) If the Club makes a complaint, the Club has a right to be heard before the complaint is resolved or any outcome is determined, and an Officer may exercise that right on behalf of the Club.
- c) A member or Executive Committee Member or the Club has been given the right to be heard if:
  - (i) they have a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
  - (ii) an oral hearing is held if the Executive Committee, hearing body or other decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
  - (iii) an oral hearing (if any) is held before the Executive Committee, hearing body or other decision maker; and
  - (iv) the member's, Officer's or the Club's written statement or submission, if any, are considered by the Committee, hearing body or other decision maker.

23.12 **Respondent's right to be heard:**

- a) This clause 23.12 applies if a complaint involves an allegation that a member, an Officer, or the Club (**Respondent**):
  - i. has engaged in misconduct; or
  - ii. has breached, or is likely to breach, a duty under the Constitution, Bylaws or the Act; or
  - iii. has damaged the rights or interests of a member or the rights or interests of members generally.
- b) The respondent has a right to be heard before the complaint is resolved or any outcome is determined.
- c) If the respondent is the Club, an Officer may exercise the right on behalf of the Club.
- d) A respondent has been given the right to be heard if:
  - i. the respondent is fairly advised of all allegations concerning the respondent, with sufficient details and time given to enable the respondent to prepare a response; and
  - ii. the respondent has a reasonable opportunity to be heard in writing or at an oral hearing, if one is to be held; and
  - iii. an oral hearing is held if the Executive Committee, hearing body or other decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
  - iv. an oral hearing (if any) is held before the Executive Committee, hearing body or other decision maker; and

(i) the respondent's written statement or submissions, if any, are considered by the Executive Committee, hearing body or other decision maker.

23.13 **Appeals:** Subject to law, there is no right of appeal or right of review of a decision unless specified.

## **24. No financial gain**

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24.1 **No financial gain:** Without limiting section 24 of the Act, no financial gain shall be made from the Club by any of its members, except that:

- a) any member may receive full reimbursement for reasonable expenses legitimately incurred by that member in connection with the affairs of the Club;
- b) the Club may pay reasonable and proper remuneration to any Executive Committee Member of the Club in return for services actually rendered to the Club;
- c) the Club may financially assist a member to attend an athletic event, if the event directly serves the Club's stated purposes and is not for the member's personal financial gain. Documentation must be retained to show the use of the grant and the funds must be used to further the Club's objectives.
- d) any member may be paid all usual professional, business or trade charges for services rendered, time expended, and all acts done by the member or by any firm or entity that the member is a member, employee or associate in connection with the affairs of the Club; and
- e) any member may retain any remuneration properly payable to that member by any company or undertaking with which the Club may be in any way concerned or involved for which that member has acted in any capacity whatever, notwithstanding that that member's connection with that company or undertaking is in any way attributable to that member's connection with the Club.

### **[MANDATORY CLAUSE]**

## **25. Club Records**

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The Executive Committee shall appoint a Club Record Keeper. A Register of all Club Track & Field Records will be maintained by the Record Keeper. Only eligible financial members may set Club Records and only in the Age Grade according to their birth date. Eligible financial members are Life Members and athletes fully registered with the Club, Athletics Auckland & New Zealand.

## **26. Liquidation and removal**

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26.1 **Decision to liquidate or remove from register:** At a General Meeting, the members may, by a Special Resolution, resolve to:

- a) appoint a liquidator;
- b) request that the Registrar remove the Club from the Register of Incorporated Societies pursuant to section 175 of the Act,

and that decision shall be effective from the date of that resolution (or such later date specified in that resolution).

26.2 **Notice:** The Executive Committee must give notice in accordance with section 228 of the Act to all Members at least 30 Days prior to the General Meeting at which a resolution under clause 26.1 is to be considered.

26.3 **Surplus assets:** In the event of the liquidation of the Club or its proposed removal from the Incorporated Societies Register, any surplus assets of the Club, after the settlement of all liabilities,

must be distributed to another similar sporting body which is an Incorporated Society, within the West Auckland area. **[MANDATORY CLAUSE]**

**27. Matters not provided for**

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27.1 If any matter arises that, in the opinion of the Executive Committee, is not provided for in this Constitution or any Bylaws, or if any dispute arises out of the interpretation of this Constitution or the Bylaws, the matter or dispute will be determined by the Executive Committee.

**28. Transition**

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28.1 **Transition:** This clause 28 applies to facilitate transition of the Club from the previous Constitution to this Constitution. If this clause is inconsistent with any other clause in this Constitution, this clause applies to the extent of the inconsistency and the other clause will not apply.

28.2 **Power of Executive Committee during transition period:** Subject to the Act, the Executive Committee may amend any requirement for and/or the date by which this Constitution requires anything to be done. This clause applies for twelve (12) months and is solely to enable flexibility in the transition of the Club from the previous constitution to this Constitution and to correct any unintended consequences occurring through different wording being used.

**28.3 Transition of Committee Members:**

The current Executive Committee Members continue under the rules of the previous Constitution until the next AGM.