



Pakuranga Athletic Club

CONSTITUTION

of

Pakuranga Athletic

Club Incorporated



Pakuranga Athletic Club Incorporated Constitution

Contents

1.	Definitions and interpretation	1
2.	Club details	2
3.	Purpose and powers	2
4.	Registered office.....	3
5.	Uniforms	3
6.	Members	3
7.	Suspension and termination of membership	5
8.	Membership Fees	6
9.	General Meetings	6
10.	Management Committee.....	9
11.	Management Committee meetings.....	13
12.	Management Committee Member's Duties	13
13.	Conflicts of Interests	14
14.	Subcommittees	15
15.	Patrons.....	16
16.	Finances.....	17
17.	Information.....	18
18.	Amendments	18
19.	Bylaws and Integrity.....	18
20.	Notices.....	18
21.	Dispute Resolution	18
22.	Indemnity	23
23.	No financial gain.....	23
24.	Liquidation and removal	24
25.	Matters not provided for	24
26.	Transition	24

Pakuranga Athletic Club Incorporated Constitution

1. Definitions and interpretation

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.

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

Balance Date means 31st March in each calendar year, or the date as the Committee decides.

Club Regulations means any bylaws, policies, procedures, regulations and codes of the Club made under clause 19.

Casual Vacancy is a vacancy which arises when a Committee Member does not serve their full term of office.

Centre means Athletics Auckland Incorporated, 221915.

Club means Pakuranga Athletic Club Incorporated, 224892

Management Committee means the Club's governing body.

Committee Member means a member of the Management Committee defined as 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.

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.

General Meeting means an AGM or SGM of the Club.

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 who has been granted the status of Member for the entirety of their life.

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 6.4 and 6.6.

Notice means informing Members via email, print media or posting on the Club's website or social media account.

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

President means the person elected as president of the Club from time to time in accordance with clause 10.6.

Registrar means the Registrar of Incorporated Societies under the Act.

Safeguarding means a preventative approach to child protection by minimising or eliminating harm to a child.

Secretary means the person elected as secretary of the Club from time to time in accordance with clause 10.6.

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 a 75% majority of votes of those persons entitled to vote and voting on the question.

Treasurer means the person elected as treasurer of the Club from time to time in accordance with clause 10.6.

Working Day has the meaning given to that term under the Legislation Act 2019 and excludes the day observed as the anniversary in Auckland.

2. Club details

- 2.1 **Name:** The name of the society is Pakuranga Athletic Club Incorporated.
- 2.2 **Contact person:** At its first Management Committee meeting following an AGM, the Management Committee must appoint or reappoint at least one, and a maximum of three, persons to be the contact person, subject to those persons meeting the eligibility criteria set out in the Act. Until that first meeting, the Secretary will be the Contact Person. The Management Committee must advise the Registrar of Incorporated Societies of any change in the contact person or their Contact Details.

3. Purpose and powers

- 3.1 **Purpose:** The purposes of the Club are to:
- (a) be a member of Athletics New Zealand and Athletics Auckland
 - (b) promote, develop, foster and administer the sport of athletics in all its various disciplines for the benefit of Members, mainly as an amateur sport for the well-being, benefit and recreation of the general public in New Zealand/Aotearoa;
 - (c) promote, develop and co-ordinate athletics competitions;
 - (d) comply with the rules and regulations established by Athletics New Zealand, including enforcing standards of conduct, ethical behaviour and implementing good governance;

- (e) support the development of Members, including the relevant training, safeguarding requirements, education and development of the Members, including officials, coaches, team managers and volunteers.
- (f) identify, secure and manage sponsorships, grants and other funding opportunities to support the activities, development and sustainability of the Club and its Members.

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**

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

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

5. **Uniforms**

5.1 The Club's uniform must be worn at club meetings and when competing at registered athletic meetings.

6. **Members**

6.1 **Application:** An applicant for membership of the Club must apply either using the national membership system provided for the Club by Athletics New Zealand or via the club's own registration system and pay all relevant fees for the applicable membership period.

6.2 **Acceptance:** Within 20 Working Days of an applicant applying to become a member, the Management 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 and the Management Committee must advise the applicant of its decision.

6.3 **Member consent:** A person or entity consents to become a Member by submitting a written application to the Club via the national membership system provided by Athletics New Zealand or via the club's own registration system and paying the required membership fees, unless otherwise specified in this Constitution.

6.4 **Members:** The Members of the Club are:;

- (a) 6 years & under Active Members (as defined by Athletics New Zealand from time to time)

- (b) 7 to 14 years Active Members (as defined by Athletics New Zealand from time to time)
- (c) 15 to 19 years Competitive Members (as defined by Athletics New Zealand from time to time)
- (d) 20 years & over Competitive Members (as defined by Athletics New Zealand from time to time)
- (e) 15 years & over Social Members (as defined by Athletics New Zealand from time to time)
- (f) Volunteers (as defined by Athletics New Zealand from time to time)
- (g) Parent/Guardian Members - A Parent/Guardian Member is one named parent or guardian of a financial child Member under the age of sixteen (16) years. This Parent/Guardian is eligible to seek election and vote at all sectional General Meetings and take part in all non-competitive sectional activities. Parent/Guardian Members are eligible for election to the Management Committee or to vote at the Club General Meetings. One parent or guardian per financial child Member is entitled to voting rights
- (h) Life Members; and
- (i) any other categories of Member as the Management Committee determines.

6.5 **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.

6.6 **Life Members**

- (a) A person may become a Life Member in recognition and appreciation of outstanding service by an individual to the Club. Any Member may nominate an individual to become a Life Member by giving notice to the Management Committee setting out the grounds for the nomination. Any such nominee shall be elected only by a majority ballot of two thirds or more of the Management Committee and be submitted to an Annual or Special General Meeting for determination by the majority of Members attending. 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 Management Committee from time to time
- (b) Any Life Member shall have full voting rights and shall be exempt from paying the Club membership fees but will be bound by all other rules of the Club. Life members will pay their own affiliation fees if they wish to register with Auckland Centre or Athletics New Zealand.

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

- (a) they are bound by, and will comply with, this Constitution and the Bylaws, and the rules, regulations, procedures and policies of Athletics New Zealand, Athletics Auckland and the Club.

- (b) they are entitled to all rights and entitlements granted by this Constitution or as determined by the Management Committee;
- (c) 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 Management Committee, including payment of any membership or other fees within the required time period; and
- (d) they do not have any rights of ownership of, or the automatic right to use, the Club's property.

6.8 **Member register:** As per the Athletics NZ Membership and Database Regulations, the Management Committee will keep an up-to-date Member register within the Athletics NZ Membership System and a separate register of Members who have registered through the Club's alternative registration 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 or notifying the Club's Registration Secretary. The Management Committee will keep a record of those who have ceased to be a Member within the previous 7 years and the date on which they ceased to be a Member.

7. **Suspension and termination of membership**

- 7.1 **Suspension of Member:** If a Member is, or may be, in breach under clause 6.7, and the Management Committee believes it is in the best interests of the Club to do so, the Management Committee may suspend the Member until final determination of the matter under clause 21. Before imposing any suspension, the Member must be given notice of the suspension.
- 7.2 **Suspension of Member rights:** Unless otherwise determined by the Management 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.
- 7.3 **Termination by Management Committee:** The Management Committee may, by Ordinary Resolution and written notice stating the reasons for arriving at their decision, terminate a Member's membership:
- (a) for breach of their obligations under clause 6.7; or
 - (b) following the dispute resolution process set out in clause 21 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.

- 7.4 **Ceasing to be Member:** A Member ceases to be a Member:
- (a) except for a Life Member, at the expiry of the term of their membership period;

- (b) by giving notice to the Management Committee of their resignation, with such resignation to be effective at the date such notice is received by the Management Committee (unless a later date is specified in such notice);
- (c) 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;
- (d) upon a Member's passing.

7.5 Consequences of ceasing to be a Member: A Member who ceases to be a Member:

- (a) remains responsible to pay all their outstanding membership fees and other fees to the Club;
- (b) must return all the Club's property;
- (c) 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
- (d) ceases to be entitled to any rights of a Member.

8. Membership Fees

- 8.1 Membership Fees:** The fees to the Club shall be such amount as set by the Management Committee at least 30 days before the start of the new season and shall be payable in advance. Fees set by Athletics New Zealand and Athletics Auckland shall be added to the Club membership fees for some Member categories.
- 8.2 Other Fees:** The Management Committee may determine that other fees are payable by Members from time to time.
- 8.3 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.

9. General Meetings

- 9.1 AGM:** An AGM must be held once a year at the time, date and place as the Management Committee decides, but no later than the 31st of May after each Balance Date of the Club.
- 9.2 Notice of AGM:** The Members must be given at least 28 Working Days' notice informing them of the date, time and place of the AGM.
- 9.3 Notice of proposed motions:** Members must give notice of any proposed motions and other items of business to the Club at least 14 working Days before the date of the AGM.

- 9.4 **Notice of agenda:** Notice of the agenda containing the business to be discussed at the AGM must be sent to all persons entitled to attend the AGM at least 5 Working Days before the date of the AGM. No additional items of business can be voted on other than those set out in the agenda, but the Members present may agree unanimously to discuss any other items.
- 9.5 **Copies of Financial Statements.** A copy of the Financial Statements shall be available at the Clubrooms 7 days prior to the Annual General Meeting.
- 9.6 **Business of AGM:** The following business will be discussed at the AGM:
- (a) confirmation of the minutes of the previous AGM;
 - (b) the Management Committee's presentation of the following information during the most recently completed accounting period:
 - (i) the annual report;
 - (ii) the annual financial statements;
 - (iii) where required by the Act (when annual expenditure is \$3 million or more) or where the Club elects to do so, the auditor's/reviewer's report, whereby a qualified auditor/reviewer has audited the annual financial statements;
 - (iv) notice of any disclosures of conflicts of interest made by the Management Committee Members (including a brief summary of the matters, or types of matters, to which those disclosures relate);
 - (c) if relevant, the auditor's/reviewer's appointment;
 - (d) the election of any Management Committee Members, including the President, Secretary and the Treasurer as provided for in clause 10.6;
 - (e) confirmation of membership fees for the current season; and
 - (f) consideration of any other items of business that have been properly submitted for consideration at the AGM.
- 9.7 **SGM:** The Management Committee must call a SGM if determined by a majority of Management Committee members or if it receives a written request stating the purpose of the SGM from no fewer than 12 Members.
- 9.8 **Notice of SGM:** Members must be given at least 14 Working Days' notice of the SGM, unless the Management 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.
- 9.9 **Method of holding meeting:** A General Meeting may be held by a quorum of people being assembled at the time and place appointed by the Management Committee or by means of audio link, audio-visual link or any other form of communication approved by the Management Committee.

Quorum: No business may occur at any General Meeting unless a quorum is present at the meeting's start time. The quorum for a General Meeting is 20 of the 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.

- 9.10 **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 or audio visual means, 15 minutes after the further AGM's scheduled start time, are deemed to constitute a valid quorum.
- 9.11 **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.
- 9.12 **Control of General Meetings:** The President chairs General Meetings. If that person is unavailable, a Management Committee Member (appointed by the Management Committee) will preside. In the absence of both of those persons, the Members present will elect a person to chair the General Meeting.
- 9.13 **Omissions and irregularities:** The General Meeting and its business will not be invalidated by:
- (a) one or more Members not receiving notice of the meeting;
 - (b) notice not being given within the required time frame; or
 - (c) an accidental irregularity, error or omission in the notices, agendas or papers of the meeting or notice.
- 9.14 **Attendance:** Members and any other persons invited by the Management Committee are eligible to attend and speak at General Meetings.
- 9.15 **Voting:** A Member is entitled to exercise one vote on any motion at a General Meeting in person unless:
- (a) their membership has been suspended as set out in clause 7.2 of this Constitution;
 - (b) other than through the exercise of the proxy in accordance with clause 8.17, the Member is under the age of 16 years at the time of the meeting.
- 9.16 **Voting by audio or audio visual means** is permitted.
- 9.17 **Voting by proxy** is not permitted.
- 9.18 **Conduct of voting:** Voting is conducted by a show of hands, or an equivalent electronic process, of those Members eligible to vote (and including votes cast by electronic means where permitted by the Management Committee), unless a secret ballot is called for and approved by the President or majority of Members or as otherwise required under this Constitution.
- 9.19 **Minutes:** Minutes must be kept of all General Meetings.
- 9.20 **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.

- 9.21 **Written resolutions:** A resolution in writing signed, or consented to, by email or other electronic means, by at least a 75% majority of Members entitled to vote is valid and effectual as if it had been passed at a General Meeting properly convened and held. Any such resolution may consist of:
- (a) several documents in similar form each signed by one or more Members; or
 - (b) several emails in similar form each sent or transmitted by a separate Member.

10. **Management Committee**

- 10.1 **Functions and powers:** Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution, the Management 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 Management Committee may allocate amongst the Management Committee Members, specific roles or functions. The Management Committee has control over all sectional committees and has the power to co-opt Members to all committees if the need arises
- 10.2 **Composition:** The Management Committee consists of the President, the Secretary, the Treasurer and up to 17 other persons elected at the AGM. Chairpersons of subcommittees or a subcommittee's nominee also form part of the Management Committee. A majority of the Management Committee Members must be made up of Members. All members of the Management Committee, irrespective of their Club membership status, are bound by the Club's Constitution and Policies and Procedures.
- 10.3 **Role of President:** The President will:
- (a) preside over AGMs and SGMs and meetings of the Management Committee;
 - (b) provide 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;
 - (c) ensure the affairs of the Club are properly conducted;
 - (d) undertake activities to promote the Club, good relations and communications between Members and the reputation and best interests of the Club;
 - (e) attend to such other duties as reasonably required by the Management Committee; and
 - (f) comply with this Constitution and the Bylaws.
- 10.4 **Role of Role of Secretary:** The Secretary will:
- (a) attend to all correspondence;
 - (b) prepare, circulate and maintain a record of the agenda and minutes of all Management Committee Meetings, AGMs and SGMs to those entitled to receive them;
 - (c) ensure that any subcommittee keeps minutes;
 - (d) maintain the Member register;

- (e) keep all records;
- (f) attend to such other clerical duties reasonably required by the Management Committee and the Club; and
- (g) comply with this Constitution and the Bylaws.

With the written approval of the Management Committee, these tasks may be varied or delegated but the Secretary remains responsible for their performance.

10.5 Role of Treasurer: The Treasurer will:

- (a) receive all money paid to or received by the Club and pay all accounts approved by the Management Committee. The Management Committee may delegate levels of payment to the Treasurer by written authority;
- (b) invest all funds of the Club in the manner directed by the Management Committee;
- (c) keep the Club's financial accounts, submit appropriate financial statements at the AGM and undertake other tasks required by the Management Committee;
- (d) submit a statement of receipts and payments to each meeting of the Management Committee and shall have proper accounts drawn up to be presented at the Annual General Meeting.
- (e) with the President, or Secretary or another Management Committee member agreed by a majority of the Management Committee, have the power to operate the Club's bank account. and
- (f) comply with this Constitution and the Bylaws.

10.6 Election of Management Committee Members: Management Committee Members are elected as follows:

- (a) the Management Committee must call for nominations for any Management Committee Member positions that are to be vacated at an AGM at least 28 days before the AGM;
- (b) nominations are made in the form decided by the Management Committee and must be received by the date set by the Management Committee and if no date is set, at least 14 days before the AGM. Nominations must bear the signatures of 2 Members and the consent of the Member nominated.;
- (c) nominees must disclose on the form any actual or potential conflicts of interests or if the person is involved/closely connected with a person or activity which has or may bring the club or the sport/recreation into disrepute or which may be prejudicial to the purposes or the interests of the club and/or the sport/recreation if they become a Management Committee Member.
- (d) At the Management Committee's discretion, it may be a requirement of the nomination form that a potential Management Committee Member or current Management Committee Member be police vetted.
- (e) the Management Committee must give notice of the nominations to all Members in the notice of the AGM agenda provided under clause 9.2.

- (f) at the AGM, if there are more nominees than number of positions available, an election is to be held by secret ballot, unless otherwise decided by the chair of the General Meeting and approved by a Special Resolution of Members. If a secret ballot is held, two scrutineers must be appointed at the General Meeting to count the votes;
- (g) those nominees who have the highest number of votes in their favour to fit the number of vacant positions are declared elected;
- (h) 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;
- (i) if there is only one nominee for a vacant position, that person is declared to be elected without the need for a vote;
- (j) if no written nominations have been received in accordance with 10.6(b) above, nominations may be taken from the floor; and
- (k) if a position remains unfilled following the AGM, the Management Committee may appoint a person of their choice to fill the position.

10.7 **Qualification:** Every Management Committee Member must, in writing:

- (a) consent to be a Management Committee Member; and
- (b) certify that they are not disqualified from being elected or holding office as a Management Committee Member by this Constitution or under section 47 of the Act.

10.8 **Disqualification:** The following persons are disqualified from being elected or holding office as a Management Committee Member:

- (a) A person who is an employee of, or independent contractor to, the Club.
- (b) A person who is disqualified from being elected or holding office as a Management Committee Member under section 47 of Act
- (c) A person who has been removed as a Management Committee Member or subcommittee member following a process under this Constitution or any Bylaw.

If an existing Management Committee Member becomes or holds any position in (a) above then upon their appointment to such a position, they are deemed to have vacated their office as a Committee Member. If any of the circumstances listed in (b) above occur to an existing Committee Member, they are deemed to have vacated their office upon the relevant authority making an order or finding against them of any of those circumstances.

10.9 **Term of office:** The term of office for all Committee Members is one year, expiring at the relevant AGM. A Committee Member may be re-elected to the Committee for a maximum of 50 consecutive terms of office. The term of any period served to fill a Casual Vacancy is disregarded for the purposes of calculating the total term served.

10.10 **Casual Vacancy:** If a Casual Vacancy arises, the remaining Committee Members may:

- (a) appoint a person of their choice to fill the Casual Vacancy until the expiry of the term of the person they replace.

10.11 Suspension of Management Committee Member: If any Management Committee Member is or may be the subject of an allegation, notice or charge described under clause 10.8 or any circumstances arise in relation to a Management Committee Member which are or may be of concern to the Management Committee, the remaining Management Committee Members may, by Special Resolution, suspend the Management Committee Member from the Management Committee and set conditions as it requires pending the final determination of the allegation, notice, charge or circumstances. Before imposing any suspension, the Management Committee Member must be given notice of the suspension.

10.12 Removal of Management Committee Member:

- (a) The Management Committee may, by Special Resolution, remove any Management Committee Member before the expiry of their term of office if the Management Committee considers the Management 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 a Management Committee Member.
- (b) The Management 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.
- (c) Before considering a motion for removal, the Management Committee Member who is the subject of the motion must be given:
 - (i) notice that a Management Committee meeting is to be held to discuss the motion to remove the Management Committee Member; and
 - (ii) adequate time to prepare a response;
 - (iii) the opportunity prior to the Management Committee meeting to make written submissions; and
 - (iv) the opportunity to be heard at the Management Committee meeting.

10.13 Management Committee Member ceasing to hold office: A person ceases to be a Management Committee Member if:

- (a) their term expires;
- (b) they are absent without leave for 3 consecutive meetings;
- (c) the person resigns by delivering a signed notice of resignation to the Management Committee;
- (d) the person is removed from office under clause 10.12;
- (e) the person becomes disqualified from being a Management Committee Member under section 47(3) of the Act; or
- (f) the person passes away.

11. Management Committee meetings

- 11.1 **Calling meetings:** Management Committee meetings may be called at any time by the President or by a majority of Committee Members, but generally the Management Committee meets monthly and no less than eight times a year.
- 11.2 **Meeting procedure:** Except to the extent specified in the Act or this Constitution, the Management Committee may regulate its own procedure.
- 11.3 **Quorum:** The quorum for a Management Committee meeting is five Management Committee Members. Management Committee Members may be counted for the purposes of a quorum, participate in any and vote on any proposed resolution at a Management Committee meeting without being physically present. This may only occur at Management Committee meetings by audio or audio-visual link or other electronic communication provided that all persons participating in the Management Committee meeting can hear each other effectively and simultaneously.
- 11.4 **President:** The President will chair Management Committee meetings and General Meetings. If the President is unavailable, another Management Committee Member must be appointed by the Management Committee to undertake the President's role during the period of unavailability.
- 11.5 **Voting:** Each Management Committee Member has one vote. Voting is by voices or on request of any Management Committee Member by a show of hands or by a ballot. Proxy and postal votes are not permitted. Voting by electronic means is permitted. If there is an equality of votes, the President has a casting vote.
- 11.6 **Resolution in writing:** A resolution in writing signed or consented to by email or other electronic means by a majority of Management Committee Members is valid as if it had been passed at a Management Committee meeting. Any resolution may consist of several documents in the same form each signed by one or more Committee Members.

12. Management Committee Member's Duties

A Management Committee Member:

- (a) when exercising powers or performing duties as a Management Committee Member, must act in good faith and in what the Management Committee Member believes to be the best interests of the Club;
- (b) must exercise a power as a Management Committee Member for a proper purpose;
- (c) must not act, or agree to the Club acting, in a manner that contravenes the Act or this Constitution;
- (d) when exercising powers or performing duties as a Management Committee Member, 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 Management Committee Member and the nature of the responsibilities undertaken by them;

- (e) 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;
- (f) must not agree to the Club incurring an obligation unless the Management Committee Member believes at that time on reasonable grounds that the Club will be able to perform the obligation when it is required to do so;
- (g) when exercising powers or performing duties as a Management Committee Member, 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 Management Committee Member believes on reasonable grounds to be reliable and competent in relation to the matters concerned;
 - (ii) a professional adviser or expert in relation to matters that the Management Committee Member believes on reasonable grounds to be within the person's professional or expert competence; or
 - (iii) any other Management Committee Member or subcommittee of Committee Members on which the Committee Member did not serve in relation to matters within the Management Committee Member's or subcommittee's designated authority, if the Management Committee Member, 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
- (h) must comply with this Constitution and the Bylaws.

13. **Conflicts of Interests**

- 13.1 **Register of interests:** The Committee must keep a register of interest disclosures made by Management Committee Members. The Management 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).
- 13.2 **Duty to disclose interest:** Any Management Committee Member who is Interested in a Matter being considered or affecting the Club must disclose the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Management Committee and include it in the interests register as soon as practicable after the Management Committee Member becomes aware that they are Interested in the Matter.
- 13.3 **Consequences of being Interested:** A Management Committee Member who is Interested in a Matter:
 - (a) must not vote in any decision on that matter or sign any document relating to the entry into a transaction or the initiation of the matter. However, the Interested Party can be present at the time of the decision, contribute to the discussion leading to the decision and be counted as part of the quorum; but

- (b) the Management Committee may, by unanimous agreement of all Management Committee Members (other than the Interested Party), exclude the Interested Party from any further discussion or involvement with that matter.

13.4 **Calling of SGM:** Despite clause 13.3, if a majority of Management Committee Members are Interested in a Matter, an SGM must be called to consider and determine the Matter.

13.5 **Notice of failure to comply:** The Management 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.

14. **Subcommittees**

14.1 There shall be subcommittees administering:

- a) Senior Track and Field
- b) Junior Track and Field
- c) Cross Country and Road
- d) Joggers and Walkers

14.2 Such committees shall comprise:

- a) Chairperson
- b) Secretary
- c) Treasurer (the office of Secretary and Treasurer may be combined)
- d) Further members as required
- e) President and Vice President of the Club

14.3 **Appointment:** Sub committees will be elected at the sectional annual general meetings and ratified at the next Club Annual General Meeting.

14.4 All members of sub committees, irrespective of their club membership, shall be bound by the Club's Constitution and Policies and Procedures.

14.5 Any Member of the subcommittee who is absent without leave for 3 consecutive meetings shall forfeit his/her seat on the subcommittee.

14.6 Subcommittees shall appoint delegates to the various associated sections pertaining to them e.g Athletics Auckland Junior Delegates Committee. Delegates appointed from the Club to represent that body at any meeting shall submit to the relevant subcommittee meeting a report of all meetings attended.

14.7 The Club President is entitled to sit on any subcommittee or to attend subcommittee meetings as a voting member as they see fit.

14.8 **Procedure:** Unless otherwise resolved by the Management Committee:

- (a) meetings of a subcommittee 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 subcommittee is a majority of the members of the subcommittee;
- (c) the subcommittee shall have power to co-opt additional members to the extent the subcommittee resolves that it is necessary to fulfil the applicable purpose of the subcommittee's formation;
- (d) sectional Annual General Meetings shall be held at least 14 days prior to the Club Annual General Meeting. The Secretary shall give every Member recorded as having participated in the organised activities of that Section the previous season, 14 days' notice of the Sectional Annual General Meeting. At these Meetings the appropriate sub committee chairperson shall present a report of that section covering the past 12 months. At any sectional Annual General Meeting the quorum shall be 15 Members over the age of 16 years. Where a quorum is not present, the start of the meeting shall be delayed 30 minutes when those then present shall form the quorum. In no case shall the quorum be less than 6 Members.
- (e) delegates appointed from the Club to represent that body at any meeting shall submit to the relevant subcommittee meeting a report of all meetings attended
- (f) it shall be the duty of any subcommittee to present at the Management Committee Meetings an up to date statement of the activities and financial aspects of their sections.
- (g) no subcommittee shall have the authority to commit the Club to any obligation or financial expenditure without express written authority from the Committee; and
- (h) no subcommittee may delegate any of its powers or responsibilities.

14.9 **Resolution in writing:** A resolution in writing, signed or consented to by email or other electronic means by all members of the subcommittee for the time being entitled to receive notice of a meeting of the subcommittee, shall be valid and effectual as if it had been passed at a meeting of the subcommittee properly convened and held. Any such resolution may consist of:

- (a) several documents in similar form each signed by one or more members of the subcommittee; or
- (b) several emails in similar form each sent or transmitted by a separate member of the subcommittee.

15. Patrons

A person may be invited by the Management Committee to be a Patron to show their support for the Club and to help establish or maintain public credibility of the Club. A Patron is entitled to attend and speak at General Meetings but has no right to vote unless they are also a Club Member.

16. Finances

- 16.1 **Control and management of finances:** The funds and property of the Club are controlled, invested and disposed of by the Management Committee, subject to this Constitution and devoted solely to the promotion of the purposes of the Club set out in clause 3.
- 16.2 **Balance date:** The Club's balance date is 31st of March or on the date as the Committee decides.
- 16.3 **Investing and Borrowing Powers:** The Management Committee has the power to borrow money from any bank or from any other body or persons whether by ordinary or secured loan or by overdraft or in the form of debentures, at such a rate of interest and to such terms and conditions generally as the Management Committee shall think fit. Any borrowing over \$5,000 shall be approved by two-thirds of Members present at an Annual or Special General Meeting. Any borrowing of money shall be for any purpose or object in the furtherance of or consistent with the objects of the Club. The Management Committee shall have the power to invest money with any banking institution at any rate of interest.
- 16.4 **Financial reporting:** The Management Committee shall ensure that annual financial statements are prepared and registered in accordance with the Act and all other regulatory requirements
- (a) Financial statements must be completed, dated, and signed by 2 members of the Management Committee within 6 months of the Balance Date.
 - (b) Financial statements must be registered with the Registrar within 6 months of the Balance Date.
 - (c) Financial statements must be prepared in accordance with a generally accepted accounting practice or for small societies.
- 16.5 **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 initial reviewer will be appointed by the Management Committee. Thereafter, the reviewer shall be appointed by the Members at each AGM.
- 16.6 **Annual Return:** The Management 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.
- 16.7 **No personal benefit:** The Management Committee Members and Members may not receive any distributions of profit or income from the Club. This does not prevent Committee members or Members:
- (a) receiving reimbursement of actual and reasonable expenses incurred, or
 - (b) 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 Management Committee Member or Member 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.

17. Information

- 17.1 **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.

18. Amendments

- 18.1 **Amendments:** This Constitution may only be amended or replaced by an Ordinary Resolution of Members at a General Meeting.
- 18.2 **No amendment:** No addition to, deletion from or alteration of this Constitution may be made which would allow personal pecuniary profits to any individuals.

19. Bylaws and Integrity

- 19.1 **Bylaws:** The Management 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 Act and any other laws. All Bylaws are binding on the Club, Members and Management Committee Members. 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 at the registered office of the Club by any Member during ordinary business hours.

20. Notices

- 20.1 **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).

21. Dispute Resolution

- 21.1 **Dispute Resolution:** The dispute resolution process for the Club is as follows:

INTRODUCTION AND TITLE

- 21.1.1 This Grievance Procedure:

- (a) is made pursuant to the Constitution;

(b) may be cited as the Pakuranga Athletics Club Disputes Procedure .

21.1.2 In order to facilitate the expeditious and orderly handling and resolving of disputes in accordance with the requirement of natural justice and procedural fairness, the following procedures will exclusively apply.

DEFINITIONS

21.1.3 In this procedure the following words have the following meanings:

- (a) *Adjudicator* means a member of the panel of the Disputes Committee as nominated under 21.2.1(a) of this procedure;
- (b) *Management Committee* means the Management Committee of Pakuranga Athletics Club Inc;
- (c) *Chair* means the chair of the Disputes Committee as appointed under clause 21.2.1(b) of this procedure;
- (d) *Code of Conduct* means the code of conduct of the Pakuranga Athletics Club Inc as amended from time to time;
- (e) *Complaint* means an allegation that a Member has breached the Code of Conduct;
- (f) *Constitution* means the constitution of Pakuranga Athletics Club as amended from time to time;
- (g) *Determination* means a determination of the Disputes Committee made under clauses 21.2.3 and 21.8 of this Procedure;
- (h) *Disputes Committee* means the disputes committee constituted under this procedure;
- (i) *Grievance* means a dispute between Members in relation to matters relevant to their membership of the Pakuranga Athletics Club raised clause 6 of this procedure;
- (j) *Investigation* means an investigation by the Disputes Committee into a Complaint or a Grievance;
- (k) *Mediator* means a mediator appointed under clause 21.6.2;
- (l) *Member* means a member as defined by the Constitution;
- (m) *Secretary* means the Secretary of the Management Committee.

DISPUTES COMMITTEE

21.2.1 Establishment and Composition: In the event of an application to the Disputes Committee for an Investigation, the Secretary will establish a Disputes Committee which will comprise:

- (f) Two Adjudicators who are members of the Management Committee but who shall not have previously been appointed under clause 21.6.2 to mediate the Grievance;
- (g) The Chairman of the Management Committee.

21.2.2 Chair to preside: The Chair must preside over all Investigations of the Disputes

21.2.3 Determinations: All Determinations of the Disputes Committee will be made by majority vote.

SECRETARY

21.3.1 The Secretary must:

- (h) Convene the Disputes Committee and all Investigations of the Disputes Committee and, in circumstances where the Secretary believes an urgent Investigation is required, convene an urgent Investigation; and
- (i) Attend to all other tasks prescribed by this Grievance Procedure and such other tasks necessary and incidental to ensure the smooth and efficient operation of this Grievance Procedure with the overriding aim that such Grievances and Complaints be resolved as expeditiously as possible.

BREACHES OF THE CODE OF CONDUCT —PROCEDURE

21.4.1 Where a Member ("the Complainant) believes that there has been a breach of the Code of Conduct by another Member (the Respondent"), then the Complainant may request the Management Committee to consider whether action should be taken under clause 21.4.2 below.

21.4.2 Where the Management Committee (whether on its own initiative or by reason of a complaint under clause 21.4.1) believes that there has been a breach of the Code of Conduct it may request the Secretary to convene a Disputes Committee for the purposes of an Investigation into the Complaint.

21.4.3 Upon such request being made by the Management Committee the Secretary shall send to the Respondent full details in writing of the alleged breach and notice of the date of the

21.4.4 Investigation (which shall be no earlier than 7 clear days after the Respondent is given such notice).

21.4.5 The Secretary shall then convene an Investigation into the Complaint on the date and time appointed in the notice to the Respondent.

GRIEVANCES -PROCEDURE

21.5.1 Initiation of Grievance: Where a Member ("the Initiating Party") is of the opinion that he or she has a Grievance with another Member (the Responding Party"), then the Initiating Party must, unless otherwise expressly stated and within 14 days of the day the subject of the Grievance arises, first discuss the Grievance with the Responding Party. If the Grievance is not resolved to the satisfaction of either as a result of such discussion, either Party may within seven days of the discussion with the other party. serve a written notice setting out the particulars of the Grievance on the other Party (with a copy sent to the Secretary).

21.5.2 Response: The Responding Party must notify the Initiating Party in writing of his or her response in relation to the Grievance within seven days after receipt of that notice under clause 21.4.1 (with a copy sent to the Secretary).

21.5.3 Strict Adherence to Time Limits may be waived: The time limits set out in clauses 21.5.1 and 21.5.2 are for guidance only and strict adherence to them may be waived by the

Secretary providing there has not been unreasonable conduct by one party in discussing the Grievance which has prejudiced an orderly resolution of the dispute.

21.5.4 Escalation of Grievance: If the parties are unable to resolve their Grievance by informal discussion either party may make a request to the Secretary for the Disputes Committee to resolve the Grievance. Notice shall be given to the Secretary by a written notice setting out the nature of the Grievance and requesting either that the Grievance be mediated or that it proceed directly to a Investigation. After receipt of any written notice under this clause the Secretary must:

- (a) send a copy of the written notice to the other Party;
- (b) enquire of the other Party whether it is prepared to mediate the dispute;
- (c) where both parties consent to mediation then refer the grievance to mediation;
- (d) where one or other Party does not provide its consent to mediation (or its consent is subject to conditions which are not acceptable to the other Party), either refer the matter to mediation or directly to an Investigation depending on which method the Secretary believes at the time (in his/her sole discretion) is the most appropriate means of resolving the Grievance.

MEDIATION OF GRIEVANCES

21.6.1 Refusal to attend mediation: If either party to the Grievance refuses to attend mediation at the direction of the Secretary then:

- (a) where the party refusing to attend mediation is the Initiating Party, the Secretary may refuse to take any further steps in the Grievance Procedure; or
- (b) the Secretary may refer the dispute direct to an Investigation.

21.6.2 Appointment of a Mediator: The Secretary shall appoint a Member as a mediator in consultation with both Parties.

21.6.3 Mediation: In the event that the Grievance is referred to mediation, the Mediator must assess the Grievance with both parties in an attempt to settle the Grievance.

21.6.4 When mediation is successful: If the Mediator is able to bring about a settlement of the Grievance to the satisfaction of the parties, the terms will be final and binding.

21.6.5 When mediation is unsuccessful: If the Mediator is unable to bring about a settlement of the Grievance, the Mediator shall notify the Secretary and the Secretary must convene an Investigation of the Disputes Committee within fourteen days.

DISPUTES COMMITTEE INVESTIGATIONS

21.7.1 Investigation: In investigating a Complaint or Grievance, the Disputes Committee will have the right to determine all procedures to be adopted provided that it must give the Respondent the opportunity to be heard and to make submissions in relation to the issues of merit and penalty.

21.7.2 Non Attendance at investigation: Once an Investigation is convened, the Disputes Committee has power to decide upon the available evidence on the date set for the Investigation, or such later date, irrespective of whether a party attends the Investigation or makes written submissions.

- 21.7.3 Parties to discover documents: Not less than two days before the commencement of any Investigation, each party must serve on the other parties and the Secretary copies of all documents relevant to the Grievance. If anybody fails to serve such documents that party may not, without permission of the Disputes Committee, be allowed to submit such documents into evidence at the Investigation, and the other party will have the right to examine such documents at the Investigation and introduce those it desires in evidence.
- 21.7.4 The Disputes Committee may compel production of documents: Notwithstanding clause 21.1.17, the Disputes Committee may in the course of any Investigation call any relevant documentary evidence available to any party or person. Such relevant documentary evidence must be produced notwithstanding that it may be prejudicial to that party so producing the evidence, it being acknowledged by the parties that such production is necessary to ensure that the Disputes Committee receives all relevant information so that an informed decision can be made.
- 21.7.5 Documents to be treated as confidential: Any documents disclosed under clause 21.6.1 or 21.6.2 shall remain confidential to the parties to the dispute and the Disputes Committee and can only be used for the purposes of the Investigation before the Disputes Committee and resolving the Grievance or Complaint. Save where such disclosed documents have entered the public domain, any use of such disclosed documents for another purpose amounts to misconduct and shall be dealt with in accordance with the Code of Conduct.
- 21.7.6 Witnesses: The Disputes Committee may in relation to any Investigation order the attendance of any person and ask any questions and call any evidence as the Disputes Committee in its absolute discretion thinks fit. It is acknowledged that the Disputes Committee has no legal power to compel such witnesses to attend, other than Members who are contractually bound to do so.
- 21.7.7 Submissions: Any party to an Investigation may make any written submissions to the Disputes Committee provided that copies of such written submissions must be provided to the Chair, all sitting Adjudicators, the Secretary, and all other parties' prior to their presentation.

DETERMINATION

- 21.8.1 General justice and fairness: The Disputes Committee will determine all Grievances or Complaints by reference to considerations of general justice and fairness.
- 21.8.2 Written Reasons: The Disputes Committee will with as little delay as possible after the conclusion of an Investigation, provide a written Determination to the parties and the Secretary, which sets out the reasons for the Determination.
- 21.8.3 Determinations final and binding: All Determinations of the Disputes Committee will be final and binding on all parties.
- 21.8.4 Manifest error: The Disputes Committee may at any time correct, vary or set aside a Determination where there is a manifest error in the Determination.

APPEALS

- 21.9.1 Right of appeal: Any party to any matter which has been determined by the Disputes Committee may appeal ('the Appellant') such decision to the Management Committee.
- 21.9.2 Grounds of appeal: An appeal may only be made on one or more of the following grounds:

- (a) That natural justice was denied;
 - (b) That the Disputes Committee acted outside of its powers and/or jurisdiction (i.e. acted ultra vires).
 - (c) That substantially new evidence has become available after the decision, which is being appealed, was made;
 - (d) In respect of a decision relating to misconduct involving the Appellant, that the penalty was either excessive or inappropriate.
- 21.9.3 Time for appeal: Any such appeal shall be sent to the Secretary within 10 working days from the date the Appellant was notified of the Determination.
- 21.9.4 No further right of appeals The decision of the Management Committee shall be final and there shall be no further right of appeal.

22. Indemnity

- 22.1 **Indemnity for liability:** The Club shall indemnify each Committee Member and may indemnify its employees in respect of:
- (a) liability to any person other than the Club for any act or omission in their capacity as a Management Committee or subcommittee Member or employee, not being criminal liability or a liability that arises out of a failure to act in good faith and in what the Committee Member believes is the best interests of the Club when acting in the capacity as a Committee Member or employee; and
 - (b) costs incurred by that Management Committee or subcommittee Member or employee in defending or settling any claim or proceeding relating to any such liability.

22.2 Indemnity for costs

The Club shall indemnify each Committee Member and may indemnify its employees for any costs incurred by any of them in defending or settling any proceeding:

- (a) that relates to the liability for any act or omission in their capacity as a Committee Member or employee of the Club, not being criminal liability or a liability that arises out of a failure to act in good faith and in what the Committee Member believes is the best interests of the Club when acting in the capacity as a Committee Member or employee; and
- (b) where judgment is given in their favour, or where they are acquitted, or is discontinued.

23. No financial gain

- 23.1 **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 Management Committee Member or employee of the Club in return for services actually rendered to the Club;
- (c) 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
- (d) 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.

24. Liquidation and removal

24.1 **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).

24.2 **Notice:** The Management Committee must give notice in accordance with section 228 of the Act to all Members at least 20 Working Days prior to the General Meeting at which a resolution under clause 24.1 is to be considered.

24.3 **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 not for profit entity that shares similar purposes to the Club.

25. Matters not provided for

25.1 If any matter arises that, in the opinion of the Management 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 Management Committee.

26. Transition

26.1 **Transition:** This clause 26 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.

26.2 **Power of Management Committee during transition period:** Subject to the Act, the Management Committee may amend any requirement for and/or the date by which this Constitution requires anything to be done. This clause applies for 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.

26.3 **Transition of Committee Members:**

(a) All Management Committee and subcommittee members elected under the previous Constitution will be deemed committee members under the new Constitution until their period of office ends at the next AGM.

(b) Only the number of terms served under the new Constitution count towards any maximum number of terms in this Constitution.