

Cure Boating Club Incorporated

(Est. 1868)

Constitution

Adopted 18 September 2024



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1. Definitions

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

Act means the Incorporated Societies Act 2022 or any Act which replaces it (including amendments to it from time to time), and any regulations made under the Act or under any Act which replaces it.

AGM means an Annual General Meeting of the Club called in accordance with this Constitution.

Bylaws means any bylaws, policies, regulations and codes the Club has made. See clause 18.1.

Chair means the person chairing a meeting, normally the President or other person nominated by the President or the committee in their absence.

Committee means the Club's governing body.

Committee Member means an elected or appointed member of the Committee.

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.

CRA means the Canterbury Rowing Association or such successor organisation responsible for representing the interests of rowing clubs situated in Canterbury.

Diversity, Equity and Inclusion means ensuring fair and equitable opportunities are available to everyone to participate in sport and recreation irrespective of age, ability, ethnicity, gender, national origin, race, religion, sexual orientation, beliefs, or socio-economic status.

GM means a General Meeting of the Club, whether an Annual General Meeting (AGM) or a Special General Meeting (SGM).

In Committee means that no minutes or record of a meeting debate is kept, and that the debate is confidential to those attending the meeting concerned.

Interested has the meaning given in section 62 of the Act.

Interests Register means the Register of Interests of Officers, kept under this Constitution and as required by section 73 of the Act.

Matter means the Club's performance of its activities or exercise of its powers; or an arrangement, agreement, or contract (a transaction) made or entered into, or proposed to be entered into, by the Club.

Member means a person who has consented to become a Member of the Club and has been properly admitted to the Club who has not ceased to be a Club Member.

Notice to Members includes any notice given by email, post, or courier.

Officer means a Committee 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.

Resolution means a decision to be passed by a majority of votes cast, unless the number of votes is specified.

RNZ means the New Zealand Rowing Association, otherwise known as Rowing New Zealand, or such successor governing body responsible for organising and managing the sport of rowing in New Zealand.

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

Working Day has the meaning given to that term under the Legislation Act 2019, excluding the day observed as the anniversary in Canterbury.

2. Club details

Name

- 2.1. The name of the society is Cure Boating Club Incorporated (in this **Constitution referred to as the 'Club'**).

Charitable status

- 2.2. The **Club** is not and does not intend to be registered as a charitable entity under the Charities Act 2005.

Registered office

- 2.3. The registered office of the **Club** shall be at such place in New Zealand as the **Committee** from time to time determines.

Contact Person

- 2.4. At its first **Committee** meeting following an **AGM**, the **Committee** will appoint or reappoint a Contact Person, subject to that person 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. Up to three (3) people can be named.
- 2.5. The **Club** Contact Person(s) must be at least 18 years of age, and ordinarily resident in New Zealand.

3. Purpose, powers and indemnity

Purpose

- 3.1. The primary purpose of the **Club** is to enable, develop, and promote the sport of rowing focusing on excellence, competition, recreation, and coaching, to ensure that Cure Boating Club has a sustainable and secure future as the Waimakariri district community rowing centre.
- 3.2. The **Club's** further purposes are to:
 - a) train and guide athletes and teams participating at competitive level to achieve success in rowing through talent recognition, development of skills, mentoring and coaching;
 - b) support the relevant training and education of regatta officials, coaches, team managers and volunteers;
 - c) promote the health and safety of all participants in rowing;
 - d) maintain and improve **Club** facilities and equipment;
 - e) hold affiliation to the **CRA** and **RNZ** and represent the interests of the members of the **Club** at all general meetings of these organisations;
 - f) protect the integrity of the sport of rowing and the **Club** by upholding standards of good conduct, ethical behaviour and implementing good governance;
 - g) lead, promote and enable **Diversity, Equity and Inclusion** across the whole **Club** including governance of the **Club** and participation in rowing;

- h) at all times act in good faith on behalf of, and in the interests of the **Club** and community.

Powers

- 3.5. The Club shall be empowered to do all things necessary which are incidental to and necessary for the attainment of the purposes of the Club.
- 3.6. The Club has the power to:
 - a) make, alter, rescind, and enforce this Constitution, and any rules, regulations, bylaws, policies, and procedures for the governance, management, and operation of the **Club**;
 - b) establish and maintain the **Club Committee**, sub-committees, and other groups and to delegate its powers and functions to such groups;
 - c) determine its membership including withdrawing, suspending, or terminating **Members**;
 - d) enter into, manage, and terminate contracts or other arrangements with employees, sponsors, **Members**, and other persons and organisations;
 - e) purchase, lease, hire or otherwise acquire, hold, manage, maintain, insure, sell or otherwise deal with property, equipment, and other rights, privileges and licenses;
 - f) control and raise money including borrow, invest, loan or advance monies and secure the payment of such money by way of mortgage or charge over all or part of any of its property and enter into guarantees;
 - g) sell, lease, mortgage, charge or otherwise dispose of any property of the **Club** and grant such rights and privileges over such property as it considers appropriate;
 - h) construct, maintain, and alter any buildings, premises, or facilities, and carry out works it considers necessary or desirable for the advancement or improvement of such buildings, premises, or facilities;
 - i) determine, raise, and receive money by subscriptions, donations, fees, levies, entry or usage charges, sponsorship, government funding, community and/or trust funding, or otherwise;
 - j) produce, develop, create, own, license, use and protect the **Club's** intellectual property; and
 - k) publish information to promote the **Club**.
- 3.7. Nothing in this **Constitution** authorises the **Club** to do anything which contravenes or is inconsistent with the **Act**, any regulations made under the **Act**, or any other legislation.

Indemnity

- 3.6. The Club shall indemnify its Committee Members and employees against all damages, costs (including legal costs) for which any such person may be or

becomes liable as a result of their acts and omissions in performing their functions connected with the Club, except occurring as a result of their negligence or wilful misconduct.

4. Membership

Minimum number of members

- 4.1. The **Club** shall maintain the minimum number of 10 **Members** as required by the **Act**.

Categories of membership

- 4.2. For the purposes of this **Constitution**, membership categories are as set out as follows:
- a) **Active Membership** – those who actively participate in rowing or rowing related activities at the **Club**, who may be classified into sub-categories of membership by the **Club** for the purposes of determining membership subscriptions and who carry voting rights at **GMs**.
 - b) **Provisional Membership** – those who are in their first year as members of the **Club**, who have all the privileges of Active members and pay the full subscription for their membership category but carry no voting rights.
 - c) **Supporting Membership** – those who are engaged in the **Club** but who do not actively participate in rowing related activities and do not carry a vote at **GMs**.
 - d) **Life Membership** – those who have been granted life membership of the **Club** in recognition and appreciation of long-term service and carry voting rights at **General Meetings**.
 - e) **Honorary Membership** – who are approved for a 12-month period at the discretion of the **Committee** and who carry no voting rights.
 - f) Any other category of membership as the **Committee** determines.
- 4.3. The predominant sub-categories in the Active Membership category are represented by secondary school aged rowers, club and senior rowers, and masters rowers.

Becoming a member: consent

- 4.4. A person consents to become a Member when they submit a **Club** Registration form.

Becoming a member: process

- 4.5. An applicant wishing to become a **Member** for the first time will complete the **Club** Registration Form as initiated by the **Committee**, or someone who has been given authority to act on behalf of the **Committee** such as the Club Captain or a Coach. The **Committee** will receive the application and advise the applicant of its decision.
- 4.6. A person will become a **Member** when their **Club** Registration has been accepted, the required membership fees have been paid, and any other preconditions have been met.
- 4.7. All memberships are held for one year and must be renewed annually through submission of the **Club** Registration Form, followed by **Committee** approval at its absolute discretion.
- 4.8. The signed written consent of every **Member** to become a **Club Member** shall be retained in the **Club's** membership records.

Members' obligations, rights & privileges

- 4.9. **Members** acknowledge and agree that:
 - a) they are bound by, and will comply with, this **Constitution** and the **Bylaws**, and to the extent they apply, the rules, procedures or policies of **RNZ** and the **CRA** and includes payment of any membership or other fees within the required time period;
 - b) they are entitled to all rights and entitlements granted by this **Constitution** or as determined by the **Committee**;
 - c) if they fail to comply with sub-clause b) the **Committee** may terminate their membership, but the **Member** continues to be bound by this Constitution;
 - d) they do not have any rights of ownership of, or the automatic right to use the **Club** property; and
 - e) they will promote the interests and purposes of the **Club** and must not do anything to bring the **Club** into disrepute.
- 4.10. All **Members** can:
 - a) attend, speak, and vote at all **General Meetings** of the **Club** subject to the type of membership held;
 - b) be elected as a member of the **Club Committee** if over 16 years of age;
 - c) be appointed as a delegate to represent the **Club** at general meetings of the **CRA** or **RNZ** if over 16 years of age;
- 4.11. A **Member** is only entitled to exercise the rights of membership if all subscriptions and any other fees have been paid to the **Club** by their respective due dates.

Ceasing to be a member

- 4.12. A **Member** ceases to be a **Member**:
 - a) on death;

- b) giving notice to the **Committee** of their resignation;
 - c) if their membership is terminated under clause c);
 - d) if the membership is terminated following a dispute resolution process or such other process set out or referred to in this **Constitution**.
- 4.13. When a **Member's** membership has been terminated, the **Committee** shall notify the former **Member** in writing.
- 4.14. A **Member** who has ceased to be a **Member** under this **Constitution**:
- a) remains liable to pay all subscriptions and other fees owing to the **Club**;
 - b) must return all the Club's property if required;
 - c) ceases to be entitled to any rights of a **Club Member**.

Becoming a member again

- 4.15. If a former **Member's** membership was terminated following a disciplinary or dispute resolution process, the applicant may be re-admitted only by a **Resolution** passed at a **GM** on the recommendation of the **Committee**.

5. Subscriptions and fees

- 5.1. The **Club Committee** shall set the annual membership fee(s), their due date, and the manner of payment of the fee(s).
- 5.2. The membership period runs from 1 September to 31 August of the following year.
- 5.3. Fees for membership taken out after 1 January will be prorated to 31 August of that year.
- 5.4. Failure to pay membership fee(s) by the due date, or by any subsequent date agreed to in writing by the **Club Committee**, shall mean the individual concerned is no longer a **Member** of the **Club** but that shall not excuse the individual from being bound by this **Constitution**.
- 5.5. The **Club Committee** may determine any other fees additional to the membership fee that are payable by **Members** and other participants at competitions, events, and activities held by or under the auspices of the **Club**.

6. General Meetings

Procedures for all General Meetings

- 6.1. The **Committee** shall give all **Members** at least 30 **Working Days'** written **Notice** of any **GM**. The exception is the **Notice** for an **SGM**, see clause 8.5.

- 6.2. The **Notice** includes the time, date and place, and of the business to be conducted and if not received, does not mean the meeting and its business will be invalidated.
- 6.3. No business may occur at any **GM** unless a quorum is present at the meeting's start time. The quorum for a **GM** is 10% of the **Members** who are entitled to vote, including those who are present electronically, see clause 6.4. The quorum must be present during the period of the **Meeting**.
- 6.4. A **GM** may be held at one or more venues and/or using electronic communication platforms that give each **Member** a reasonable opportunity to participate.
- 6.5. Financial **Members** may speak at **GMs** and can exercise a vote if they carry voting rights. Further:
 - a) non-members may speak if invited to by the **Chair**;
 - b) voting shall be by voices or by show of hands or, on demand of the **Chair** 2 or more **Members** present, by secret ballot;
 - c) All elected **Committee** members can exercise a vote. Regardless of whether a **Committee** member falls into a category of membership that carries voting rights, they do not carry a second vote.
 - d) Persons in any contracted role or who or are employees of the **Club** cannot vote.
 - e) Unless otherwise required by this **Constitution**, all questions shall be decided by a simple majority of those in attendance in person.
 - f) Any decisions made when a quorum is not present are not valid.

Chairing a General Meeting

- 6.6. The **Chair** of a **GM**:
 - a) is generally the **Club** President and has a deliberative and, in the event of a tied vote, a casting vote;
 - b) may, with the consent of a simple majority of **Members** present adjourn the **Meeting** but only the business left unfinished at the **Meeting** from which the adjournment took place can take place at the rescheduled **Meeting**;
 - c) may direct that any person not entitled to be present at or obstructing the business of the **Meeting**, or behaving in a disorderly manner, or being abusive, or failing to abide by the directions of the **Chair** be removed from the **Meeting**;
 - d) in the absence of a quorum or in the case of emergency, adjourn the **Meeting** or declare it closed.

Notice of proposed motions

- 6.7. The **Committee** may propose motions for the **Club** to vote on ('**Committee Motions**'), which shall be notified to **Members** with the notice of the **GM**.

- 6.8. Any **Member** may request that a motion be voted on (**'Member's Motion'**) at a **GM**, by giving notice to the Secretary or **Committee** at least 7 **Working Days** before that meeting. The **Member** may also provide information in support of the motion (**'Member's Information'**). The notice of the motion can be provided to **Members** with the written **Notice** of the **GM**.

Minutes

- 6.9. The **Club** must keep minutes of all **GMs**.

7. Annual General Meetings

- 7.1. An **AGM** shall be held once a year and not more than 5 months after the balance date of the **Club**.
- 7.2. If a quorum is not met within 30 minutes of the **AGM's** scheduled start time there will be an adjournment to a day, time and place set by the **Chair**, see clause 6.3. If no quorum is met after 15 minutes from the start of the rescheduled **AGM**, the number present are deemed to constitute a valid quorum.
- 7.3. The business of an **AGM**, presented by the **Committee** shall be:
- a) confirmation of the minutes of the previous **AGM** any **SGM** held since the last **AGM**;
 - b) the **Committee's** presentation of –
 - i. the annual report;
 - ii. the reviewed annual financial statements;
 - iii. notice of any disclosures of conflicts of interest made by **Officers**, including a brief summary of the **Matters**, or types of **Matters**, to which those disclosures relate, see clause 12.1;
 - c) the Club Captain report;
 - d) election of **Officers** to the **Committee**;
 - e) consideration of any motions proposing to amend this **Constitution** that have been properly submitted for consideration at the **AGM**;
 - f) consideration of any other items of business that have been properly submitted for consideration at the **AGM**;
 - g) naming of the patron.

Election of officers

- 7.4. The **Committee** shall be elected by a majority of the **Members** present and entitled to vote at an **AGM**. **Notice** of the date on which nominations for **Committee Members** close will be included in, or accompany, the notice of the **AGM**, see clause 6.1.

- 7.5. Nominations must be made by 2 members, or by the **Club Committee**. Any nomination must have the approval of the nominee.
- 7.6. At least 7 **Working Days** before the date of the **AGM**, the **Club** shall give **Notice** to all **Members** any information as may be supplied to the **Club** by or on behalf of each nominee in support of the nomination.
- 7.7. If, at the start of an **AGM**, the number of nominees for the **Club Committee**:
 - a) is equal to the number of vacancies, the person chairing the **AGM** shall declare the nominees elected;
 - b) is less than the number of vacancies, further nominations may be received from the floor and if no further nominations are received positions may be left vacant on the **Club Committee**; and
 - c) is greater than the number of vacancies, an election shall be conducted by secret ballot, where:
 - i. two (2) people appointed by the **Chair** will act as scrutineers for the counting of the votes and destruction of any voting papers; and
 - ii. any vote being tied the tie shall be resolved by the incoming **Committee** (excluding those in respect of whom the votes are tied).
- 7.8. The failure for any reason of any financial **Member** to receive a **Notice** of election shall not invalidate the election.

8. Special General Meetings

- 8.1. An **SGM** may be called at any time by the **Committee** by **Resolution**.
- 8.2. The **Committee** must call a **SGM** if it receives a written request signed by at least 25% percent of **Members**.
- 8.3. Any written request must state the business that the **SGM** is to deal with.
- 8.4. The rules in this **Constitution** relating to the procedure to be followed at any **GM** shall apply to an **SMG**. No business shall be transacted at any **SGM** other than that specified in the notice convening the meeting.
- 8.5. Not less than 21 Days written notice must be given by the **Club** to all **Members**, and include the:
 - a) date, time and venue and/or the format of the meeting;
 - b) proposed motion, or motions that have been properly submitted for consideration.
- 8.6. If a quorum is not met within 30 minutes of the scheduled start time of the **SGM**, the **SGM** is cancelled, see clause 6.3.

9. Committee

Functions and powers

- 9.1. Subject to any modifications, exceptions, or limitations contained in the **Act** or in this **Constitution** the **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**.

Term of office, composition and roles

- 9.2. Every person who holds a position on the **Club Committee** is an **Officer** of the **Club** and must comply with clause 11.1.
- 9.3. The term of office for all **Officers** elected to the **Committee** shall be 1 year, expiring at the end of the **AGM** in the year corresponding with the last year of office.
- 9.4. The **Committee** will consist of between 4 and 9 elected members as follows:
- a) **President** – the President will engage in activities agreed with the **Committee** which will include those to promote the **Club**, chairing of **Club** and **Committee** meetings, good relations and communications between **Members** and the reputation and best interests of the **Club**, and to preside at **Club** events.
 - b) **Club Captain** – the Club Captain will coordinate the **Members** and plant, always providing such overview and management that is not in opposition to the **Club Committee** and shall have such powers as the **Committee** may confer from time to time.
 - c) **Secretary** – the Secretary will attend meetings of the **Club** and **Club Committee** and keep minutes; attend to and file all communications and other papers; issue notices of meetings; conduct correspondence and fulfil other duties of this office as determined by the committee.
 - d) **Treasurer** – the Treasurer will apply, when due, collect and account for all dues and funds; disburse all moneys of the **Club**; submit a report of the financial position of the **Club** at **Club Committee** meetings; conduct related correspondence and fulfil all other duties of this office.
 - e) Up to 5 **Elected members**.
- 9.5. The appointment of a Vice-President, Vice Club Captain, Safety Officer, Travelling Safety Officer will be made at the first **Committee** meeting following the **AGM**, in line with the **Club** guideline for roles, duties and responsibilities. Appointments may be made outside of the full elected **Committee**.
- 9.6. The **Club** shall endeavour to maintain a balance of Active Members on the **Committee** to ensure balanced representation of the predominant sub-categories of the Membership at decision-making levels, see clause 4.3.

General duties

- 9.8. At all times each **Committee Member**, as an **Officer** of the **Club**, will:
- a) act in good faith and in the best interests of the **Club** at all times;
 - b) exercise the powers of the **Club Committee** for proper purposes;
 - c) act, and ensure the **Club** acts, in accordance with this **Constitution**;
 - d) not agree to, nor 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;
 - e) not agree to the **Club** incurring any obligations unless the **Committee Member** believes at that time on reasonable grounds that the **Club** will be able to perform the obligations when it is required to do so; and
 - f) exercise the care, diligence, and skill that a reasonable **Committee Member** would exercise in the same circumstances considering, but without limitation, the nature of the **Club**, the nature of the decision and the position and nature of the responsibilities undertaken by the **Committee Member**.

10. Committee meetings

- 10.1. A meeting of the **Committee** may be held either at a place, date and time appointed for the meeting, or by means of suitable electronic communication.
- 10.2. A **Committee** meeting may be called at any time by the **President** or 2 **Committee** members but generally the **Committee** shall meet monthly and to the extent specified in this **Constitution**, shall regulate its own procedure.
- 10.3. The Secretary, or another nominated **Committee** member, shall give **Committee** members not less than 5 **Working Days'** notice, unless there is urgency.
- 10.4. The quorum shall be 5 **Committee Members**.
- 10.5. Each **Committee Member** shall carry a vote at **Committee** meetings except the **President** who shall have a casting vote in the event of a deadlock. Voting shall be by voices, or upon request of any **Committee Member**, by a show of hands or by a ballot.
- 10.6. The **Club Committee** may make a decision by email **Resolution** in lieu of a meeting, provided that a copy of the proposed **Resolution** is sent to every **Committee Member**; and a majority of the **Committee** consent to the **Resolution** by return email.
- 10.7. Any such **Resolution** shall be valid as if it had been passed at a meeting of the **Club Committee** and shall be recorded in the minutes of the next **Committee**.
- 10.8. Any **Club** member may attend a **Committee** meeting and may be invited to speak. Generally, a request to speak is to be notified to the **Club Secretary** in advance. In the event there are **In Committee** matters to be discussed, the non-**Committee** member will be asked to leave.

Co-Option

- 10.9. The **Club Committee** may co-opt or appoint other persons to the **Committee** for a specific purpose, or for a limited period, or generally until the next **AGM**.
- 10.10. Unless otherwise specified by the **Committee** any appointed person shall have full speaking and voting rights as an **Officer** of the **Club** and comply with clause 11.1.

Sub-committees

- 10.11. The **Committee** may establish sub-committees and appoint persons to sub-committee roles, whether or not they are members of the **Club**, and for such purposes as it thinks fit.
- 10.12. The sub-**Committee**: will have a quorum of half the number of its members but no less than 2, report to the **Committee** and have no power to co-opt additional members.
- 10.13. Sub-committee members must not commit the **Club** to any financial expenditure without express authority from the **Committee** and must not further delegate any of its powers.

11. Officers

Qualification of officers

- 11.1. Every **Committee** Member must, in writing:
 - a) consent to becoming a **Committee** Member; and
 - b) certify that they are not disqualified from being elected or holding office as a **Committee** Member by this **Constitution** or under section 47(3) of the **Act**.
- 11.2. The **Club** shall adopt the Certificate of officer form (Template IS22-CCO developed by the New Zealand Companies Office) or any subsequently updated form from that office for this purpose.

Removal of officers

- 11.3. An **Officer** can be removed as an Officer by resolution of the Committee or the Society where in the opinion of the Committee or the Society:
 - a) The **Officer** has been absent from 4 **Committee Meetings** without leave of absence.
 - b) The **Officer** has brought the Society into disrepute.
 - c) The **Officer** has failed to disclose a conflict of interest.
 - d) The **Committee** passes a vote of no confidence in the Officer.

Ceasing to hold office

- 11.4. An **Officer** ceases to hold office when they resign (by notice in writing to the **Committee**), their term expires, they are removed, die, or otherwise vacate office in accordance with section 50(1) of the **Act**.

12. Conflicts of interest

- 12.5. An **Officer** or member of a sub-committee who is an **Interested Member** in respect of any **Matter** being considered by 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):
- a) to the **Committee** and or sub-committee, and
 - b) in an **Interests Register** kept by the **Committee**.
- 12.6. Disclosure must be made as soon as practicable after the **Officer** or member of a sub-committee becomes aware that they are interested in the **Matter**.
- 12.7. An **Officer** or member of a sub-committee who is an **Interested Member** regarding a **Matter**:
- a) must not vote or take part in the decision of the **Committee** and/or sub-committee relating to the **Matter** unless all members of the **Committee** who are not interested in the **Matter** consent; and
 - b) must not sign any document relating to the entry into a transaction or the initiation of the **Matter** unless all members of the **Committee** who are not interested in the **Matter** consent; but
 - c) may take part in any discussion of the **Committee** and/or sub-committee relating to the **Matter** and be present at the time of the decision of the **Committee** and/or sub-committee (unless the **Committee** and/or sub-committee decides otherwise).
- 12.8. However, an **Officer** or member of a sub-committee who is prevented from voting on a **Matter** may still be counted for the purpose of determining whether there is a quorum at any meeting at which the **Matter** is considered.
- 12.9. Where 50% or more of **Officers** are prevented from voting on a **Matter** because they are interested in that **Matter**, an SGM must be called to consider and determine the **Matter**, unless all non-interested **Officers** agree otherwise.
- 12.10. Where 50% or more of the members of a sub-committee are prevented from voting on a **Matter** because they are interested in that **Matter**, the **Committee** shall consider and determine the **Matter**.

13. Records

Register of members

- 13.1. The **Club** shall keep an up-to-date Register of Members
- 13.2. For each current **Member**, the information contained in the Register of Members shall include their name, the date on which they became a **Member**, and their contact details, including:
 - a) A postal address, an electronic address, and
 - b) A telephone number.
- 13.3. Every current **Member** shall promptly advise the **Club** of any change of the **Member's** contact details.
- 13.4. The **Club** shall also keep a record of the former **Members** of the **Club**. For each **Member** who ceased to be a **Member** within the previous 7 years, the **Club** will record the former **Member's** name, and the date the former **Member** ceased to be a **Member**.

Interests Register

- 13.5. The **Committee** shall at all times maintain an up-to-date **Interests Register** of the interests disclosed by **Officers** and by members of any sub-committee.

Record of officer consent

- 13.6. A copy of the signed Consent and certificate of officer form submitted by new **Officers** shall be held by the **Club** for a period of 7 years from the date of that Officer stepping down, see clause 11.1.

Access to information for members

- 13.7. A **Member** may at any time make a written request to the **Club** for information held by the **Club**. The request must specify the information sought in sufficient detail to enable the information to be identified.
- 13.8. The **Club** must, within a reasonable time after receiving a request provide the information, or refuse. However, nothing in this rule limits Information Privacy Principle 6 of the Privacy Act 2020 relating to access to personal information.

14. Finances

Control and management

- 14.1. The funds and property of the Club shall be controlled, invested and disposed of by the **Committee**, subject to this **Constitution** and devoted solely to the promotion of the purposes of the **Club** set out in clauses 3.1 and 3.2
- 14.2. The **Committee** shall maintain bank accounts in the name of the **Club**.
- 14.3. All accounts paid or for payment shall be submitted to the **Committee** for approval of payment and reimbursements approved and recorded in the minutes.
- 14.4. The **Committee** must ensure that accounting records are kept for the current accounting period and for the last 7 completed accounting periods of the **Club** that:
 - a) correctly record the transactions of the **Club**, and
 - b) allow the **Club** to produce financial statements that comply with the requirements of the **Act** and can be readily and properly reviewed.

Balance date and review

- 14.5. The financial year of the **Club** shall commence on 01 July of each year and end on 30 June the following year, the latter date being the **Club** balance date.
- 14.6. The financial accounts shall be reviewed annually by an independent reviewer, appointed by the **Club Committee**.

No personal benefit

- 14.7. The **Officers** and **Members** may not receive any distributions of profit or income from the **Club**. This does not prevent **Officers** or **Members** receiving reimbursement of actual and reasonable expenses incurred, or entering into any transactions with the organisation for goods or services supplied to or from them, which are at arms' length, relative to what would occur between unrelated parties, provided no **Officer** 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.
- 14.8. The **Club** must not operate for the purpose of, or with the effect of:
 - a) distributing, any gain, profit, surplus, dividend, or other similar financial benefit to any of its **Members** (whether in money or in kind); or having capital that is divided into shares or stock held by its **Members**; or
 - b) holding property in which its members have a disposable interest (whether directly, or in the form of shares or stock in the capital of the **Club** or otherwise).

15. Dispute resolution

Meanings of dispute and complaint

- 15.1. A dispute is a disagreement or conflict involving the **Club** and/or its **Members** in relation to specific allegations set out below.
- 15.2. The disagreement or conflict may be between any of 1 or more **Members** and the **Club**, or **Officers**.
- 15.3. The disagreement or conflict relates to any of the following allegations:
 - a) a **Member** or an **Officer** has engaged in misconduct
 - b) a **Member** or an **Officer** has breached, or is likely to breach, a duty under the **Club's Constitution** or bylaws or the **Act**
 - c) the **Club** has breached, or is likely to breach, a duty under the **Club's Constitution** or bylaws or the **Act**
 - d) a **Member's** rights or interests as a **Member** have been damaged or **Member's** rights or interests generally have been damaged.
- 15.4. All **Members** (including the **Committee**) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the **Club's** activities.
- 15.5. The complainant raising a dispute, and the **Committee**, must consider and discuss whether a dispute may best be resolved through informal discussions, mediation, arbitration, or a tikanga-based practice. Where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement.

How a complaint is made

- 15.6. A **Member** or an **Officer** may make a complaint by giving to the **Committee** (or a complaints subcommittee) a notice in writing that:
 - a) states that the **Member** or **Officer** is starting a procedure for resolving a dispute in accordance with the **Club's Constitution**; and
 - b) sets out the allegation or allegations to which the dispute relates and whom the allegation is against; and
 - c) sets out any other information reasonably required by the **Club**.
- 15.7. The **Club** may make a complaint involving an allegation or allegations against a **Member** or an **Officer** by giving to the **Member** or **Officer** a notice in writing that:
 - a) states that the **Club** is starting a procedure for resolving a dispute in accordance with the **Club's Constitution**; and
 - b) sets out the allegation to which the dispute relates.
- 15.8. The information given under sub-clause 15.10b) or 15.11b) must be sufficient to ensure that a person against whom an allegation is made is fairly advised of the allegation or allegations concerning them, with sufficient details given to enable that person to prepare a response.
- 15.9. A complaint may be made in any other reasonable manner permitted by the **Club's Constitution**.

Person who makes a complaint has right to be heard

- 15.10. A **Member** or an **Officer** who makes a complaint has a right to be heard before the complaint is resolved or any outcome is determined.
- 15.11. If the **Club** makes a complaint:
- a) the **Club** has a right to be heard before the complaint is resolved or any outcome is determined; and
 - b) an **Officer** may exercise that right on behalf of the **Club**.
- 15.12. Without limiting the manner in which the **Member**, **Officer**, or **Club** may be given the right to be heard, they must be taken to have been given the right if:
- a) they have a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
 - b) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
 - c) an oral hearing (if any) is held before the decision maker; and
 - d) the **Member's**, **Officer's**, or **Club's** written or verbal statement or submissions (if any) are considered by the decision maker.

Person who is subject of complaint has right to be heard

- 15.13. This clause applies if a complaint involves an allegation that a Member, an Officer, or the Club (the 'respondent'):
- a) has engaged in misconduct; or
 - b) has breached, or is likely to breach, a duty under the Club's Constitution or bylaws or this Act; or
 - c) has damaged the rights or interests of a Member or the rights or interests of Members generally.
- 15.14. The respondent has a right to be heard before the complaint is resolved or any outcome is determined.
- 15.15. If the respondent is the **Club**, an **Officer** may exercise the right on behalf of the **Club**.
- 15.16. Without limiting the manner in which a respondent may be given a right to be heard, a respondent must be taken to have been given the right if:
- a) the respondent is fairly advised of all allegations, with sufficient details and time given to enable them to prepare a response; and
 - b) the respondent has a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
 - c) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
 - d) an oral hearing (if any) is held before the decision maker; and
 - e) the respondent's written statement or submissions (if any) are considered by the decision maker.

Investigating and determining dispute

- 15.17. The **Club** must, as soon as is reasonably practicable after receiving or becoming aware of a complaint made in accordance with its **Constitution**, ensure that the dispute is investigated and determined.
- 15.18. Disputes must be dealt with under the **Constitution** in a fair, efficient, and effective manner and in accordance with the provisions of the **Act**.

Club may decide not to proceed further with complaint

- 15.19. Despite the 'Investigating and determining dispute' rule above, the **Club** may decide not to proceed further with a complaint if:
- a) the complaint is considered to be trivial; or
 - b) the complaint does not appear to disclose or involve any allegation of the following kind:
 - i. that a **Member** or an **Officer** has engaged in material misconduct;
 - ii. that a **Member**, an **Officer**, or the **Club** has materially breached, or is likely to materially breach, a duty under the **Club's Constitution** or bylaws or the **Act**;
 - iii. that a **Member's** rights or interests or **Members'** rights or interests generally have been materially damaged; or
 - iv. the complaint appears to be without foundation or there is no apparent evidence to support it; or
 - v. the person who makes the complaint has an insignificant interest in the matter; or
 - vi. the conduct, incident, event, or issue giving rise to the complaint has already been investigated and dealt with under the **Constitution**; or
 - vii. there has been an undue delay in making the complaint.

Club may refer complaint

- 15.20. The Club may refer a complaint to a subcommittee, an arbitral tribunal, or an external person to investigate and report or make a decision.
- 15.21. The **Club** may, with the consent of all parties to a complaint, refer the complaint to any type of consensual dispute resolution (for example, mediation, facilitation, or a tikanga-based practice).

Decision makers

- 15.22. A person may not act as a decision maker in relation to a complaint if 2 or more members of the **Committee** or a complaints subcommittee consider that there are reasonable grounds to believe that the person may not be impartial, or able to consider the matter without a predetermined view.

16. Liquidation and removal from the register

Resolving to put Club into liquidation

- 16.1. The **Club** may be liquidated in accordance with the provisions of Part 5 of the **Act**.
- 16.2. The **Committee** shall give 30 **Working Days** written **Notice** to all **Members** of the proposed Resolution to put the **Club** into liquidation.
- 16.3. The **Committee** shall also give written **Notice** to all **Members** of the **General Meeting** at which any such proposed Resolution is to be considered. The **Notice** shall include all information as required by section 228(4) of the **Act**.
- 16.4. Any Resolution to put the **Club** into liquidation must be passed by a two-thirds majority of all **Members** present and voting.

Resolving to apply for removal from the register

- 16.5. The **Club** may be removed from the Register of Incorporated Societies in accordance with the provisions of Part 5 of the **Act**
- 16.6. The **Committee** shall give 30 **Working Days** written **Notice** to all **Members** of the proposed **Resolution** to remove the **Club** from the Register of Incorporated Societies
- 16.7. The **Committee** shall also give written **Notice** to all **Members** of the **General Meeting** at which any such proposed resolution is to be considered. The **Notice** shall include all information as required by section 228(4) of the **Act**
- 16.8. Any **Resolution** to remove the **Club** from the Register of Incorporated Societies must be passed by a two-thirds majority of all **Members** present and voting.

Surplus assets

- 16.9. If the **Club** is liquidated or removed from the Register of Incorporated Societies, no distribution shall be made to any **Member**.
- 16.10. On the liquidation or removal from the Register of Incorporated Societies of the **Club**, its surplus assets — after payment of all debts, costs and liabilities — shall be vested in either RNZ and/or the CRA and/or other Canterbury rowing clubs and/or any other Canterbury organisation whose main purpose is to foster the sport of rowing.

17. Alterations to the constitution

Amending this constitution

- 17.1. All amendments must be made in accordance with this **Constitution**. Any minor or technical amendments shall be notified to **Members** as required by section 31 of the **Act**.
- 17.2. The **Club** may amend or replace this **Constitution** at a **General Meeting** by a resolution passed by a two-thirds of majority of those **Members** present and voting.
- 17.3. Any proposed resolution to amend or replace this **Constitution** shall be signed by at least **75%** per cent of eligible **Members** and given in writing to the **Committee** at least 30 **Working Days** before the **General Meeting** at which the resolution is to be considered and accompanied by a written explanation of the reasons for the proposal.
- 17.4. The **Committee** shall give **Members** at least 21 **Working Days'** notice of the proposed resolution before the **General Meeting** at which any amendment is to be considered, the reasons for the proposal, and any recommendations the **Committee** has.
- 17.5. When an amendment is approved by a **General Meeting** it shall be notified to the Registrar of Incorporated Societies in the form and manner specified in the **Act** for registration and shall take effect from the date of registration.

18. Other

Bylaws

- 18.1. The **Committee** from time to time may make and amend bylaws, and policies for the conduct and control of **Club** activities and codes of conduct applicable to **Members**, but no such bylaws, policies or codes of conduct applicable to **Members** shall be inconsistent with this **Constitution**, the **Act**, regulations made under the **Act**, or any other legislation.

Club Uniform

- 18.2. The **Club** uniform shall be decided by the **Committee**.
- 18.3. The **Club** colours shall be decided by the **Committee**.

19. Transition

- 19.1. These transition clauses, clause 19, apply to facilitate the Club from the previous rules to 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.
- 19.2. Power of **Committee** during transition period: Subject to the **Act**, the **Committee** may amend any requirement for and/or the date by which this **Constitution** requires anything to be done. This clause applies for 1 year 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.