

Island Bay Lawn Tennis and Squash Club INCORPORATED

Incorporated Society No. 215624

Constitution

Adopted at a Special General Meeting held on 8 March 2026

Commencement Date 1 April 2026

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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.

Bylaws means any bylaws, policies, regulations and codes of the Club made or adopted under clause 16.

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

Club has the meaning given to that term in clause 2.1.

Committee means the Club's governing body.

Committee Member means a member of the Committee.

Constitution means this constitution, including any amendments and any schedules to it.

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

Contact Person means the person who acts as the contact person with the Registrar of Incorporated Societies.

Club Manager means the person appointed by the Committee to act as General Manager of the Club.

General Meeting means an AGM or SGM of the Club.

Governing Bodies means the National Sports Organisations responsible for tennis and squash as determined by Sport New Zealand.

Interested means that an officer (A) is interested in a matter if A:

- may obtain a financial benefit from the matter; or
- is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, sibling, nephew, niece, uncle, aunt, or first cousin of a person who may obtain a financial benefit from the matter; or
- may have a financial interest in a person to whom the matter relates; or
- is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom the matter relates; or
- is interested in the matter because the society's constitution so provides.

Major Transaction has the same meaning as is given in sections 129(2) to (3) of the Companies Act 1993, where the reference to a company means the Club.

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

Member means each person who for the time being is a member of the Club and includes all classes of members described in clause 4.3.

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.

Ordinary Resolution means a resolution passed by a majority of votes cast.

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 cast.

Working Day means any day other than a Saturday, Sunday or public holiday in Wellington, New Zealand.

1.2 Interpretation: Unless the context otherwise requires:

- (a) Words referring to the singular include the plural and vice versa.
- (b) Clause headings are for reference only.
- (c) Expressions referring to writing include references to words visibly represented, copied, or reproduced, including by email.
- (d) Reference to a person includes an individual, company, association, corporation, body corporate, and any other entity or association (whether or not having a separate legal personality).
- (e) Any reference to a particular person includes a reference to that person's successors.
- (f) A reference to any legislation includes any secondary legislation, statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendment to, re-enactment of, or replacement of, that legislation.
- (g) All periods of time or notice exclude the days on which they are given

1.3 Notices: Subject to any other notice requirements in this Constitution, any notice or other communication given under this Constitution must be in writing and will be given to:

- (a) a Member, if sent to the address set out in their Contact Details;
- (b) the Club, if sent to the Club Manager and/or President by email or by post to the Club's registered office set out on the Register of Incorporated Societies.

1.4 Receipt of notices: A notice is deemed to have been received:

- (a) if given by post, when left at the address of that party or five Working Days after being put in the post; or
- (b) if given by email, the date the email was sent (provided that the sender does not receive any "out of office" auto-reply or other indication of non-receipt),

provided that any notice or communication received or deemed received after 5pm on a Working Day, or on a day which is not a Working Day, will be deemed not to have been received until the next Working Day.

2. **Club details**

- 2.1 **Name:** The name of the society is Island Bay Lawn Tennis and Squash Club Incorporated (**Club**).
- 2.2 **Contact person:** the Contact Person shall be the Secretary of the Committee or such other person as the Committee determines and notifies to the Registrar of Incorporated Societies.

3. **Purpose and powers**

- 3.1 **Purpose:** The purposes of the Club are to:
 - (a) lead the promotion, development, and administration of squash, tennis, and other sports within the Club, mainly as amateur sports for the well-being, benefit and recreation of the general public;
 - (b) support and assist its Members to participate in squash, tennis, and other sports;
 - (c) promote opportunities to enable, assist, and enhance the participation, enjoyment and performance of squash, tennis and other sports;
 - (d) promote, develop and co-ordinate squash, tennis, and racquet competitions at the Club;
 - (e) protect the integrity of squash, tennis and other sports and the Club by developing and enforcing standards of conduct, ethical behaviour, and good governance which protect and promote the safety and wellbeing of participants;
 - (f) promote and ensure high standards of conduct at the Club and by its Members, including the principles of fair play;
 - (g) support the development of Members, including the relevant training, education and development of Members, including officials, coaches, team managers, and volunteers; and
 - (h) do all such lawful things as may be incidental to the above purposes or any of them individually.
- 3.2 **Capacity and powers:** The Club has, both within and outside New Zealand, full capacity, rights, powers, and privileges to carry on or undertake any activity, do any

act, or enter into any transaction, subject to this Constitution, the Act, any other legislation, and the general law.

4. **Members**

4.1 **Application:** An application to become a Member (**Application**) must be in the form required by the Committee. All Applications are decided by the Committee, which may accept or decline an Application in its absolute discretion. A person becomes a Member when their Application has been accepted, and they have paid the required membership fees and satisfied any other preconditions.

4.2 **Member consent:** By making an application for Membership to the Club and paying fees the individual consents to:

- (a) becoming a Member of the Club;
- (b) abiding by the terms and conditions of membership; and
- (c) adhering to the code of conduct and behaving at all times (including at other sporting fixtures) in a manner that respects the reputation of the Club and does not bring it into disrepute.

4.3 **Members:** The Club has the following categories of Member:

(a) Voting

(i) Senior

- i. Consists of two sub-categories: full or tennis;
- ii. Requires the Member is no less than 16 years of age at the date of membership establishment or renewal;
- iii. Gives the Member the right to access and use the clubrooms and tennis courts;
- iv. If the membership sub-category is 'full', gives the Member the right to access and use the squash courts.

(ii) Tertiary

- i. Requires the Member is no less than 16 years of age and enrolled in full time tertiary education as at the date of membership establishment or renewal;
- ii. Gives the Member the right to access and use the clubrooms, tennis courts, and squash courts.

(iii) Midweek

- i. Consists of two sub-categories: full or tennis;
- ii. Requires the Member is no less than 16 years of age at the date of membership establishment or renewal;
- iii. Gives the Member the right to access and use the clubrooms and tennis courts from Monday to Friday before 5.00pm, and

participate in Thursday tennis club night and tennis midweek interclub;

- iv. If the membership sub-category is 'full', gives the Member the right to access and use the squash courts from Monday to Friday before 5.00pm, and participate in Monday squash club night for no additional charge;
- v. Does not give the Member the right to be on the national squash grading list.

(iv) Life

- i. Requires the Member has been given Life membership status as outlined in the constitution;
- ii. Gives the Member the right to access and use the clubrooms, tennis courts, and squash courts.

(b) Non-voting

(i) Junior (14-18)

- i. Requires the Member is less than 18 years of age and no less than 14 years of age at the date of membership establishment or renewal;
- ii. Gives the Member the right to access and use the clubrooms, tennis courts, and squash courts.

(ii) Junior (under 14)

- i. Requires the Member is less than 14 years of age at the date of membership establishment or renewal;
- ii. Gives the Member, when accompanied by a legal adult, the right to access and use the clubrooms, tennis courts, and squash courts.

(iii) Associate

- i. Consists of two sub-categories: 'squash' or 'tennis';
- ii. the 'squash' sub-category, requires the Member is a member of another squash club in a category equivalent, as determined by the Committee, to the above Senior category with sub-category 'full', specifically as it pertains to squash;
- iii. the 'tennis' sub-category, requires the Member is a member of another tennis club in a category equivalent, as determined by the Committee, to the above Senior category with either sub-category;
- iv. If the membership sub-category is 'squash', gives the Member the right to access and use the clubrooms and squash courts;
- v. If the membership sub-category is 'tennis', gives the Member the right to access and use the clubrooms and tennis courts.

(iv) Casual

- i. Gives the Member the right to access and use the tennis courts and squash courts on an ad-hoc basis, and access the clubrooms;
- ii. Requires the Member to pay for each use of the tennis courts and squash courts no later than the day of the access in question.

(v) Social

- i. Gives the Member the right to access the clubrooms;
- ii. Does not give the Member the right to access the tennis courts or squash courts.

and any other categories as the Committee determines from time to time.

4.4 **Life Members:** Life Membership may be granted 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 Committee setting out the grounds for the nomination. The Committee must then determine whether the nomination should be forwarded to a General Meeting for determination by the Members. A person may only be elected as a Life Member by an Ordinary Resolution at a General Meeting. A person consents to becoming a Life Member on acceptance of their life membership.

4.5 **Member rights and obligations:** Each Member acknowledges and agrees that:

- (a) the Member is bound by, and will comply with, this Constitution and the Bylaws;
- (b) the Member is entitled to all rights and entitlements granted by this Constitution or as determined by the Committee;
- (c) in order to receive, or continue to receive or exercise member rights, the Member must meet all the member requirements set out in this Constitution and the Bylaws or as otherwise set by the Committee, including payment of any membership or other fees within the required time period;
- (d) if the Member fails to comply with subclause (c) the Committee may terminate that Member's membership, but the Member is liable for any unpaid fees;
- (e) the Member does not have any rights of ownership of, or the automatic right to use, the Club's property; and
- (f) the Member must not do anything to bring the Club into disrepute.

4.6 **Suspension of Member:** If a Member is, or may be, in breach under clause 4.5, and the Committee believes it is in the best interests of the Club to do so, the Committee may suspend the Member until final determination of the matter under the dispute resolution process applicable to the matter. Before imposing any suspension, the Member must be given notice of the suspension.

4.7 **Suspension of Member rights:** Unless otherwise determined by the 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 as 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.

4.8 **Ceasing to be Member:** A person ceases to be a Member:

- (a) if they do not renew their membership;
- (b) on death;
- (c) by giving notice to the Committee of that person's resignation as a Member;
- (d) if that person's membership is terminated under clause 4.5(d);
- (e) if that person's membership is terminated following a dispute resolution process under this Constitution, or otherwise in accordance with such other processes set out or referred to in this Constitution.

4.9 **Consequences of ceasing to be a Member:** A person who ceases to be a Member:

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

4.10 **Membership fees:** The Committee has the power (in its sole discretion) to fix the subscriptions, fees, and/or levies to be paid by various classes of Member to the Club (**Club Membership Fees**) and their terms of payment.

4.11 **Member register:** The Committee will keep an up-to-date register of all Members, which includes each Member's name, Contact Details and the date that person became a Member (**Member Information**). A Member must provide notice to the Club of any change to their Member Information. The register of Members will be updated as soon as practicable after the Committee becomes aware of changes of the Member Information.

5. **General Meetings**

5.1 **AGM:** An AGM must be held once within each calendar year at the time, date and place as the Committee decides, but not more than 6 months after the balance date of the Club and not more than 15 months after the previous AGM.

5.2 **Notice of AGM:** The Members must be given at least 28 calendar days written notice of the AGM. Notice to Members of an AGM may be given by posting on the Club's website and email notification and any other method as determined by the committee.

5.3 **Business of AGM:** The following business will be discussed at the AGM:

- (a) confirmation of the minutes of the previous AGM;
- (b) the Committee's presentation of the following information during the most recently completed accounting period:

- (i) the annual report;
 - (ii) the 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);
 - (iv) any review report of the financial statements; and
 - (v) any auditor's report to members on the financial statements audited by a qualified auditor;
- (c) approval of any Major Transactions recommended by the Committee;
 - (d) the election of the President, Vice-President, Secretary, Treasurer, Squash Club Captain, Squash Representative, Tennis Club Captain, Tennis Representative, and up to two additional general Committee Members;
 - (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.
- 5.4 **Notice of proposed motions:** Members must give notice of any proposed motions and other items of business to the Club at least 14 calendar days before the date of the AGM.
- 5.5 **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 7 calendar days before the date of the AGM.
- 5.6 **Additional items:** No additional items of business can be voted on other than those set out in the agenda, but the Members present may agree by Special Resolution to discuss any other items.
- 5.7 **Calling of SGM:** The Committee must call an SGM if it receives a written request stating the purpose of the SGM from:
- (a) the Committee itself; or
 - (b) from 20% of voting Members.
- The Committee will endeavour to schedule the SGM for no later than 28 calendar days from receipt of the request.
- 5.8 **Notice of SGM:** Members must be given at least 14 calendar days notice of the SGM, unless the 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.
- 5.9 **Method of holding meeting:** A General Meeting may be held by a quorum of people being assembled at the time and place appointed for the meeting, participating by

audio link, audio-visual link or other live electronic communication or by a combination of those methods.

- 5.10 **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 10% of the Members who are entitled to vote, including Members physically present, those attending through audio, audio visual link or other live electronic communication, and those casting any proxy votes. The quorum must always be present during the General Meeting.
- 5.11 **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. If no quorum is met at the further AGM, the Members present, in person or through audio, audio visual link or other live electronic communication, 15 minutes after the further AGM's scheduled start time are deemed to constitute a valid quorum.
- 5.12 **No quorum at SGM:** If a quorum is not met within 30 minutes of the SGM's scheduled start time, the SGM is adjourned to a day, time and place set by the chair of the SGM. If no quorum is met at the further SGM, the Members present, in person or through audio, audio visual link or other live electronic communication, 15 minutes after the further SGM's scheduled start time are deemed to constitute a valid quorum.
- 5.13 **Control of General Meetings:** A Committee Member (appointed by the Committee) will preside. In the absence of the appointed Committee Member, the Members present will elect a person to chair the General Meeting.
- 5.14 **Omissions and irregularities:** The General Meeting and its business will not be invalidated if one or more Members do not receive notice of the meeting. The General Meeting and its business will not be invalidated by an irregularity, error or omission in notices, agendas and papers of the meeting or notice within the required time frame or the omission to give notice to all Members and any other error in the organisation of the meeting if:
- (a) the chair of the meeting in their discretion determines that it is still appropriate for the meeting to proceed despite the irregularity, error, or omission; and
 - (b) a motion to proceed is put to the meeting and a majority, of two-thirds of votes cast, is obtained in favour of the motion to proceed.
- 5.15 **Attendance:** Members and any other persons invited by the Committee are eligible to attend and speak at General Meetings.
- 5.16 **Voting:** A Member is entitled to exercise one vote on any motion at a General Meeting in person or by proxy.
- 5.17 **Voting by electronic means:** Voting through audio, audio visual link, or other live electronic communication is permitted.
- 5.18 **Voting by proxy:** Proxy voting is permitted. The chair of the General Meeting must receive notice of the proxy physically signed by the Member or an email received from the email address noted against the Member in the **register of Members**, prior to the start of the meeting. The form of the proxy is:

I [insert name] of [insert address] being a member of the Club appoint [insert name of proxy] as my proxy to [speak and/ or vote] for me at the General Meeting to be held on [insert date] and at / adjournment of that General Meeting. I direct my proxy to vote in the following manner [insert resolutions and whether the proxy is to vote for or against].

- 5.19 Conduct of voting:** Voting is conducted verbally or by a show of hands as determined by the chair of the meeting, unless a secret ballot is called for and approved by the chair or 20% of voting Members present and attending by electronic means or as otherwise required under this Constitution. If voting is equally split on a resolution, further discussion and a re-vote will be taken.
- 5.20 Minutes:** Minutes must be kept of all General Meetings.
- 5.21 Resolution:** An Ordinary Resolution of Members at a General Meeting is sufficient to approve any matter proposed at that General Meeting, except as specified in the Act or this Constitution.
- 5.22 Resolution passed in lieu of meeting:** A Special Resolution of Members in writing signed or consented to by email or other electronic means is valid as if the resolution had been passed at a General Meeting, provided the requirements under sections 89 to 92 of the Act are complied with, and may consist of several counterpart documents in the same form each signed by one or more Members.

6. Committee and sub-committees

- 6.1 Functions and powers:** 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.
- 6.2 Composition:** The Committee consists of:
- (a) the President, Vice President, Secretary, Treasurer, Tennis Club Captain, Squash Club Captain, Squash Representative, Tennis Representative, and up to two general members elected at the AGM; and
 - (b) the Bar Manager and Club Manager appointed by the elected Committee Members.
- Greater than 50% of committee members must be voting members of the Club.
- 6.3 Election of Committee Members:** the elected Committee Members are elected as follows:
- (a) the Committee must call for nominations for any elected Committee Member positions that are to be vacated at an AGM at least 28 calendar days before the AGM;
 - (b) nominations are made in the form decided by the Committee and must be received at least 14 calendar days before the AGM;

- (c) the Committee must give notice of the nominations to all Members at least 7 calendar days before the AGM;
- (d) despite the requirements of 6.3(a), 6.3(b), and 6.3(c), if no nominees have been received for a position, then nominations may be accepted from the floor;
- (e) at the AGM, if there are more nominees than number of positions available, the election is 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 by the committee at the General Meeting to count the votes;
- (f) those nominees who have the highest number of votes in their favour to fit the number of vacant positions are declared elected;
- (g) 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;
- (h) if there is only one nominee for a vacant position, that person is declared to be elected without the need for a vote.

6.4 Qualification: Every Committee Member must, in writing:

- (a) consent to be 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 of the Act.

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

- (a) a person who is disqualified from being elected or holding office as a Committee Member under section 47 of the Act.

If any of the circumstances listed in (a) 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.

6.6 Term of office: The term of office for all Committee Members is 1 year, expiring at the end of the relevant AGM. The term of any period served to fill a Casual Vacancy is disregarded for the purposes of calculating the total term served.

6.7 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; or
- (b) appoint a person of their choice to fill the Casual Vacancy only until the next AGM, at which a person is elected to fill the remainder of the term of the Casual Vacancy; or
- (c) may leave the Casual Vacancy unfilled until the next AGM, at which a person is elected to fill the remainder of the term of the Casual Vacancy.

6.8 **Suspension of Committee Member:** If any Committee Member is or may be the subject of an allegation, notice, charge or process described in clause 6.5, or any circumstances arise in relation to a Committee Member which are or may be of concern to the Committee, the remaining Committee Members may, by Special Resolution of the Committee, suspend that Committee Member from office by written notice (**Suspension Notice**). The Suspension Notice must set out the conditions that the Committee requires to be met by the suspended Committee Member during the period prior to a final determination or resolution of the allegation, notice, charge, process or circumstances. The Committee will determine when the Committee Member's suspension from office may be lifted.

6.9 **Removal of Committee Member:**

- (a) The Committee may, by Special Resolution, remove any Committee Member from the Committee before the expiry of their term of office if the Committee considers the Committee Member concerned:
 - (i) has seriously breached duties under this Constitution or the Act; or
 - (ii) is no longer a suitable person to be a Committee Member.
- (b) The Committee Member who is the subject of the motion will not participate in the vote on the motion.
- (c) Before considering a motion for removal, the Committee Member who is the subject of a motion for their removal from office under clause 6.9(a) must be given:
 - (i) notice that a Committee meeting is to be held to discuss the motion to remove the Committee Member; and
 - (ii) adequate time to prepare a response; and
 - (iii) the opportunity prior to the Committee meeting to make written submissions; and
 - (iv) the opportunity to be heard at the Committee meeting.

6.10 **Committee Member ceasing to hold office:** A person ceases to be a Committee Member if:

- (a) their term of office expires and is not renewed;
- (b) the person resigns by delivering a signed notice of resignation to the Committee;
- (c) the person is removed from office under this Constitution;
- (d) the person becomes disqualified from being an officer under section 47(3) of the Act;
- (e) the person dies or becomes permanently incapacitated.

6.11 **Squash sub-committee:** The Squash sub-committee has minimum 2 members and up to 5 members. Two of these are the Squash Club Captain and Squash Representative Committee Member. Any additional Squash sub-committee members

are appointed by the Squash Club Captain. The Squash sub-committee shall be responsible for all arrangements relating to squash play within the Club, including the organising of court bookings and restriction of access rights for particular categories or sub-categories of Members, care of the courts, arrangement of tournaments, and all other incidental matters. This sub-committee shall be directly responsible to the Management Committee in all respects.

- 6.12 **Tennis sub-committee:** The Tennis sub-committee has minimum 2 members and up to 5 members. Two of these are the Tennis Club Captain and Tennis Representative Committee Member. Any additional tennis sub-committee members are appointed by the Tennis Club Captain. The Tennis sub-committee shall be responsible for all arrangements relating to tennis play within the Club, including the organising of court bookings and restriction of access rights for particular categories or sub-categories of members, care of the courts, arrangement of tournaments, and all other incidental matters. This Committee shall be directly responsible to the Management Committee in all respects.

7. **Committee meetings**

- 7.1 **Calling meetings:** Committee meetings may be called at any time by the Chair or by greater than half of the Committee Members, but generally the Committee meets on the first Monday of every month and annually for the AGM.
- 7.2 **Meeting procedure:** Except to the extent specified in the Act or this Constitution, the Committee may regulate its own procedure.
- 7.3 **Quorum:** The quorum for a Committee meeting is greater than half the Committee Membership.
- 7.4 **Electronic attendance:** Any Committee Member may be counted for the purposes of a quorum, participate in any and vote on any proposed resolution at a Committee meeting without being physically present if they are attending via audio or audio-visual link or other live electronic communication.
- 7.5 **Chair:** The Committee will elect the Chair from amongst the Committee Members. The Chair will chair Committee meetings. If the Chair is unavailable, another Committee Member must be appointed by the Committee to undertake the Chair's role during the period of unavailability.
- 7.6 **Voting:** Each Committee Member has one vote. Voting is by voices or on request of any Committee Member by a show of hands or by a ballot. Voting by audio or audio-visual link or other live electronic communication is permitted. If there is an equality of votes, further discussion followed by a re-vote will be taken.
- 7.7 **Resolution in writing:** A resolution of the Committee in writing signed or consented to by email or other electronic means by greater than 75% of Committee Members is valid as if it had been passed at a Committee meeting. Any such resolution may consist of several documents in the same form each signed by one or more Committee Members.

8. Officers' Duties

8.1 Duties: An Officer:

- (a) when exercising powers or performing duties as an Officer, must act in good faith and in what the Officer believes to be the best interests of the Club;
- (b) must exercise a power as an Officer 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 an Officer, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances, taking into account, but without limitation the nature of the Club, the nature of the decision and the position of the Officer and the nature of the responsibilities undertaken by them;
- (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 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 Officer believes at that time on reasonable grounds that the Club will be able to perform the obligation when it is required to do so; and
- (g) when exercising powers or performing duties as an Officer, may rely on reports, statements, and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:
 - (i) an employee whom the Officer believes on reasonable grounds to be reliable and competent in relation to the matters concerned;
 - (ii) a professional adviser or expert in relation to matters that the officer believes on reasonable grounds to be within the person's professional or expert competence; or
 - (iii) any other Officer or subcommittee of Officers on which the Officer did not serve in relation to matters within the Officer's or subcommittee's designated authority.
- (h) however, 8.1(g) applies to an Officer only if the Officer:
 - (i) acts in good faith; and
 - (ii) makes proper inquiry where the need for inquiry is indicated by the circumstances; and
 - (iii) has no knowledge that the reliance is unwarranted.

9. Interests

- 9.1 **Register of interests:** The Committee must keep a register of interest disclosures made by Officers.
- 9.2 **Duty to disclose interest:** An Officer who is Interested in a Matter relating to the Club must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Committee, as soon as practicable after the officer becomes aware that they are interested in the Matter and include it in the register of interests.
- 9.3 **Consequences of being Interested:** A Committee Member who is Interested in a Matter:
- (a) must not vote or take part in a decision of the Committee relating to the Matter, unless all non-interested Committee Members consent; and
 - (b) must not sign any document relating to the entry into a transaction or the initiation of the Matter, unless all non-interested Committee Members consent; and
 - (c) must not take part in any Committee discussion relating to the Matter or be present at the time of the Committee decision, unless all non-interested Committee Members consent; and
 - (d) may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.
- 9.4 **Calling of SGM:** Despite clause 9.3, if 50% or more Committee Members are Interested in a Matter, an SGM must be called to consider and determine the Matter.
- 9.5 **Notice of failure to comply:** The 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.

10. Patrons

- 10.1 **Patron:** A person may be invited by the 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 voting member of the Club.

11. Club Manager

- 11.1 **Role of Club Manager:** A Committee may appoint a Club Manager. The Club Manager is under the direction of the Committee with respect to their specific duties as Club Manager and is responsible for the day-to-day management and operation of the affairs of the Club under this Constitution and the Bylaws and within any delegated authority from the Committee.
- 11.2 **Committee involvement:** The Club Manager is also a Committee Member with the same voting rights.

12. Bar Manager

- 12.1 **Role of Bar Manager:** A Committee may appoint a Bar Manager. The Bar Manager is under the direction of the Committee with respect to their specific duties as Bar Manager and is responsible for the day-to-day management and operation of the affairs of the Bar under this Constitution and the Bylaws and within any delegated authority from the Committee.
- 12.2 **Committee involvement:** The Bar Manager is also a Committee Member with the same voting rights.

13. Finances

- 13.1 **Control and management of finances:** The funds and property of the Club are 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 clause 3.
- 13.2 **Balance date:** The Club's balance date is 31 March each year, or such other date as the Committee determines from time to time.
- 13.3 **No personal benefit:** The Officers and Members may not receive any distributions of profit or income from the Club. This does not prevent Officers 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 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.
- 13.4 **Audit or review of financial statements:** If required by law, or otherwise if the Committee determines, the Club's financial statements will be audited or reviewed (as relevant) each year and the audited or reviewed financial statements (as relevant) must be submitted to the AGM. If required, the auditor or reviewer (as relevant) will be appointed by the Committee.

14. Indemnity and insurance

- 14.1 **Indemnity: The Club** indemnifies its current and former Officers, Members and employees as permitted by section 96 of the Act.
- 14.2 **Insurance:** With the prior approval of its committee, **the Club** may effect insurance for its current and former Officers, Members and employees as permitted by section 97 of the Act.
- 14.3 **Indemnity for Officers: The Club** is authorised to indemnify an Officer under section 96 of the Act or effect insurance for an Officer under section 97 of the Act for the following matters:

- (a) liability (other than criminal liability) for a failure to comply with a duty under sections 54 to 61 of the Act or any other duty imposed on the Officer in their capacity as an Officer; and
- (b) costs incurred by the Officer for any claim or proceeding relating to that liability.

15. Amendments

- 15.1 **Amendments:** This Constitution may only be amended or replaced by Special Resolution of Members at any General Meeting
- 15.2 **No amendment:** No addition to, deletion from, or alteration of this Constitution may be made which would allow personal pecuniary profits to any individual.
- 15.3 **Minor effects or technical alteration:** If an amendment to this Constitution would have no more than a minor effect or is to correct errors or makes similar technical alterations, then the Committee may give notice of the amendment to every member stating the text of the amendment and the right of Members to object to the amendment. If the Committee does not receive any objections from Members within 20 Working Days after the date on which the notice is sent, or any longer period of time that the Committee decides, then the Committee may make the amendment. If the Committee does receive an objection, then the Committee may not make the amendment.

16. Bylaws

- 16.1 **Bylaws:** The Committee may make and amend Bylaws for the conduct and control of the Club's activities and codes of conduct applicable to Members. The Committee may also adopt Bylaws implemented by the Governing Bodies, and any other national and regional body to which the Club is affiliated. Any Bylaw must be consistent with this Constitution, the Act and any other laws. All Bylaws are binding on the Club and the Members. The making, amendment, revocation, or replacement of a Bylaw is not an amendment of this Constitution.

17. Dispute resolution

- 17.1 **Definitions:** In this clause 17:
 - (a) **Dispute** means a disagreement or conflict between and among any one or more Members, any one or more Officers and the Club, that relates to an allegation that:
 - (i) a Member or an Officer has engaged in misconduct; or
 - (ii) a Member or an Officer has breached, or is likely to breach, a duty under this Constitution or the Act; or
 - (iii) the Club has breached, or is likely to breach, a duty under this Constitution or the Act; or

- (iv) a Member's rights or interests as a member have been damaged or Members' rights or interests generally have been damaged;
 - (b) **Disputes Procedure** means the procedure for resolving a Dispute set out in clauses 17.5 to 17.13;
 - (c) a **Member** is a reference to a Member acting in their capacity as a Member;
 - (d) an **Officer** is a reference to an Officer acting in their capacity as an Officer.
- 17.2 **Application of other legislation to a Dispute:** The Disputes Procedure will not apply to a Dispute to the extent that other legislation requires the Dispute to be dealt with in a different way. The Disputes Procedure will have no effect to the extent that it contravenes, or is inconsistent with, that legislation.
- 17.3 **Application of other procedures under this Constitution or in a Bylaw:**
- (a) If the Dispute is dealt with by a separate procedure under this Constitution or in a Bylaw (**Other Procedure**), that Other Procedure applies to the exclusion of the Disputes Procedure. If any part of the Other Procedure is inconsistent with the rules of natural justice, that part will not apply, but the remainder of the Other Procedure will continue to apply together with adjustments as determined by the Committee in its discretion so that the Other Procedure is consistent with the rules of natural justice.
 - (b) If the conduct, incident, event or issue does not meet the definition of a Dispute and is managed by any Other Procedure, that Other Procedure applies to the exclusion of the Disputes Procedure.
- 17.4 **Application of the Disputes Procedure:** If the Dispute is not required by other legislation to be dealt with in a different way and it is not dealt with by any Other Procedure, the Disputes Procedure applies to the Dispute.
- 17.5 **Raising a complaint:**
- (a) A Member or an Officer may start the Disputes Procedure (a **Complaint**) by giving written notice to the Committee setting out:
 - (i) the allegation to which the dispute relates and who the allegation is against; and
 - (ii) any other information reasonably required by the Club.
 - (b) The Club may make a Complaint involving an allegation against a Member or an Officer by giving notice to the person concerned setting out the allegation to which the Dispute relates.
 - (c) The information given must be enough to ensure a person against whom the Complaint is made is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.
- 17.6 **Investigating and determining Disputes:** Unless otherwise provided, the Club must as soon as is reasonably practicable after receiving or becoming aware of a Complaint, ensure the Dispute is investigated and determined. Disputes must be dealt with in a fair, efficient, and effective manner.

- 17.7 **Decision to not proceed with a matter:** Despite the contents of the Disputes Procedure, the Club may decide not to proceed with a matter if:
- (a) the Complaint is trivial; or
 - (b) the Complaint does not appear to disclose or involve any allegation of the following kind:
 - (i) any material misconduct; or
 - (ii) any material breach or likelihood of material breach of a duty under this Constitution or the Act; or
 - (iii) any material damage to a Member's rights or interests or Member's rights or interests generally; or
 - (c) the Complaint appears to be without foundation or there is no apparent evidence to support it; or
 - (d) the person who makes the Complaint has an insignificant interest in the matter; or
 - (e) the conduct, incident, event, or issue giving rise to the Complaint has already been investigated and dealt with under this Constitution; or
 - (f) there has been an undue delay in making the Complaint.
- 17.8 **Complaint may be referred:** The Club may refer a Complaint to:
- (a) a hearing body or person authorised, delegated or appointed by the Committee to hear and resolve Disputes, and includes an arbitral tribunal (**Hearing Body**); or
 - (b) a subcommittee or an external person to investigate and report; or
 - (c) any type of consensual dispute resolution with the consent of all parties to the Complaint.
- 17.9 **Hearing Body:** The Committee may determine the composition, jurisdiction, functions and procedures of, and any sanctions which can be imposed by, any Hearing Body. Each Hearing Body has delegated authority by the Committee to resolve, or assist to resolve, Complaints.
- 17.10 **Bias:** An individual may not be part of a Hearing Body in relation to a Complaint if two or more members of the Committee or of the Hearing Body consider there are reasonable grounds to believe that the individual may not be:
- (a) impartial; or
 - (b) able to consider the matter without a predetermined view.
- 17.11 **Complainant's right to be heard:**
- (a) The Member or Officer has a right to be heard before the Complaint is resolved or any outcome is determined. If the Club makes a Complaint, the Club has a right to be heard before the Complaint is resolved or any outcome is

determined, and a Committee Member may exercise that right on behalf of the Club.

- (b) A Member or Officer or the Club must be taken to have been given the right if:
 - (i) the Member or Officer or the Club has a reasonable opportunity to be heard in writing or at an oral hearing, if one is held; and
 - (ii) an oral hearing is held if the Hearing Body considers that an oral hearing is needed to ensure an adequate hearing; and
 - (iii) an oral hearing, if any, is held before the Hearing Body; and
 - (iv) the Member's or Officer's or the Club's written statement or submission, if any, are considered by the Hearing Body.

17.12 Respondent's right to be heard: The Member or Officer who, or the Club which, is the subject of the Complaint (**Respondent**) has a right to be heard before the Complaint is resolved or any outcome is determined. If the Respondent is the Club, a Committee Member may exercise the right on behalf of the Club. A Respondent must be taken to have been given the right if:

- (a) the Respondent is fairly advised of all allegations concerning the Respondent, with sufficient details and time given to enable the Respondent to prepare a response; and
- (b) the Respondent has a reasonable opportunity to be heard in writing or at an oral hearing, if one is to be held; and
- (c) an oral hearing is held if the Hearing Body considers that an oral hearing is needed to ensure an adequate hearing; and
- (d) an oral hearing, if any, is held before the Hearing Body; and
- (e) the Respondent's written statement or submissions, if any, are considered by the Hearing Body.

17.13 Appeals: There is no right of appeal or right of review of a decision unless specified.

18. Liquidation and removal

18.1 Notice to Governing Bodies: 40 Working Days notice must be given to any Governing Bodies to which the Club is affiliated that the Committee is considering winding up the Club to allow possible assistance, with agreement from the Committee. The Committee must actively consider any offers from the governing bodies of assistance in this situation.

18.2 Notice: The Committee must give notice to all Members at least 20 Working Days prior of a proposed motion:

- (a) to appoint a liquidator;
- (b) to remove the Club from the Register of Incorporated Societies; or
- (c) for the distribution of the Club's surplus assets.

The notice must comply with section 228 of the Act and include details of the General Meeting at which the proposed motion is to be considered.

- 18.3 **Special Resolution:** Any resolution for a motion set out in clauses 18.2(a) to (c) must be passed by a Special Resolution of Members.
- 18.4 **Surplus assets:** Any distribution of surplus assets of the Club in accordance with this clause 18 and applicable laws:
- (a) may only be made after the payment of all costs, debts and liabilities of the Club; and
 - (b) must only be made to another not-for-profit entity that shares similar purposes to the Club; and
 - (c) may not be made to any person who is a Member as at the date the distribution is approved by Special Resolution of Members under clause 18.3.

19. **Matters not provided for**

- 19.1 If any matter arises that, in the opinion of the 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 Committee.

20. **Transition**

- 20.1 **Transition:** This clause 20 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.
- 20.2 **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.
- 20.3 **Transition of Committee Members:** Existing Committee members as at the commencement date of this Constitution shall retain their positions upon commencement of this Constitution. Their terms will expire upon the next AGM, excepting any relevant clauses in this Constitution.