

**RSA**



# **The Rangiora RSA Club (Inc)**

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## **CONSTITUTION AND RULES**

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## 1. NAME

- 1.1. The name of the Club shall be **Rangiora RSA Club** Incorporated.
- 1.2. The Club is a society duly registered and incorporated under the Incorporated Societies Act 1908.
- 1.3. The Club is an affiliated member of the New Zealand Returned Services' Association Incorporated, also referred to as the NZRA.

## 2. DEFINITIONS AND INTERPRETATION

- 2.1. **Definitions:** In this Constitution incorporating the Rules of the Club and By-laws, unless the context otherwise requires:

**“Adjunct”**(Sections) means an Adjunct or section of the Club formed for sporting and special interest groups within the Club.

**“Affiliated Club”** means a Club which is a member of Clubs New Zealand Incorporated or some other Club or association through whom the **Rangiora RSA Club** has an arrangement for reciprocal visiting rights for members, irrespective of whether the other Club has an alcohol licence or a permanent chartered or not.

**“Annual Subscription”** is the amount payable annually by members in accordance with Rule 7.

**“Association”** means Clubs New Zealand Incorporated.

**“Auditor”** means the Clubs auditor pursuant to Rule 16.

**“Authorised Customer”** has the same meaning as defined in section 60 of the Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof.

**“Authorised Visitor”** has the same meaning as defined in section 60 of the Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof.

**“By-laws”** means the processes (rules and or regulations) that are adopted at the time of formation of the Club or at a later date, that do not form part of the Constitution and may be added or changed or rescinded by a majority vote at a Board meeting without reference to the Registrar of Incorporated Societies

**"Chairman"** means the person who is chairman of a meeting pursuant to Rule 20.1.

**"Club"** means **Rangiora RSA Club**

**"BOARD"** means the Club's Committee of management as set out in Rule 14.

**"BOARD Meeting"** means a meeting of the Board as set out in rule 14.

"**Board Member**" means a committee member as set out in Rule 14.1 and elected pursuant to Rule 14.5.

"**Electoral Procedure**" means a system for which the election of office bearers is utilised ranging from and not limited to, secret ballot, electronic voting system, postal ballot or any other properly conducted electoral process as approved by the AGM or Special General Meeting.

"**Financial Member**" means an Ordinary, Junior Member, Life Member, Introductory or Corporate Member with no outstanding subscription or other payment to the Club overdue.

"**Financial Statements**" means the Club's balance sheet and statement of accounts made up to the last day of the Year.

"**General Meeting**" means an Annual General Meeting or Special General Meeting of the Club.

"**In Committee**" means that no minutes or record of debate is kept, and that the debate is confidential to those attending the meeting concerned and "Into Committee" has a corresponding meaning.

"**Legal Purchasing Age**" means the age at which a person may be sold or supplied with alcohol under current, relevant legislation for the Sale and Supply of Alcohol.

"**Life Member**" means a person elected to life membership of the Club pursuant to Rules 6.3.

"**Meeting**" means a General Meeting or a Committee Meeting.

"**Member**" means any Ordinary, Corporate or Life Member of the Club set out in Rule 6.

"**Month**" means calendar month.

"**Ordinary Member**" means a person elected to ordinary membership of the Club pursuant to Rules 6.2.

"**Person**" includes an individual, partnership, firm, company, body corporate, association, organisation or any entity or organisation whether incorporated or not.

"**President**" means the Club's president elected pursuant to Rule 14.

"**Rules**" means individual regulations and/or by-laws that are set in place for guidance, in their various forms, for the efficient management and operation of the Club. Together all the rules form the Club Constitution.

**"Secret Ballot"** means a method of voting where the count is not open to dispute and the identity of those voting for or against the motion can be kept secret.

**"Special General Meeting"** means a meeting called pursuant to Rule 19

**"Vice-President"** means the Club's vice-president elected pursuant to Rule 14.

**"Year"** means the Club's financial year of **1 January to 31 December**

2.2. **Interpretation:** In this Constitution, unless the context otherwise requires:

- a) The table of contents and headings are inserted for convenience only and shall be ignored in construing this constitution;
- b) Where any word or expression is defined in this constitution, any other grammatical form of that word or expression has a corresponding meaning;
- c) The singular includes the plural and vice versa;
- d) Reference to any legislation or to any provision of any legislation (including regulations and orders): includes;
  - i. That legislation or provision as from time to time amended, re-enacted or substituted; and
  - ii. Any statutory instruments, regulations, rules and orders issued under that legislation or provision; and
- e) Where a number is expressed as a percentage, the resulting number shall be rounded down to the nearest whole number below it.

### **3. REGISTERED OFFICE**

3.1. The registered office of the Club shall be at **82 Victoria Street Rangiora** or such other place as the board shall from time to time decide.

### **4. OBJECTS**

4.1. The objects for which the Club is established are as follows:

- a) To conduct, administer and maintain a Club for its members, the community and for such persons as are authorised from time to time in accordance with the terms of any charter or licence granted to the Club;
- b) To provide amenities and cultural activities;
- c) To promote sports; and

- d) Generally, to provide an atmosphere where the members may meet and enjoy companionship and camaraderie with one another.

## 5. POWERS

- 5.1. The Club has the power to do the following in the pursuance of its objects, subject to any limitation imposed by this constitution:
  - a) To fund its activities by subscriptions or payments from members, fees or other income;
  - b) To borrow, raise or secure the payment of money in such manner as the Club shall think fit, with or without security;
  - c) To purchase, sell, lease, exchange, maintain, improve, hire, dispose of, manager, invest, lend, mortgage, charge, gift or otherwise deal with any real or personal property;
  - d) To invest, lend or deal with any monies of the Club not required for immediate use in such investments as the Club may think fit;
  - e) To employ and remunerate staff;
  - f) To undertake legal action;
  - g) To form and disband adjuncts;
  - h) To enter into any contract, make any arrangements, or undertake any activity for the financial or other benefit of the Club;
  - i) To make regulations Rules and by-laws for the conduct of the Club and the discipline required of members, which shall not be inconsistent with the provisions of the Incorporated Societies Act 1908 and any other current relevant legislation.
  - j) To conduct any other functions as outlined in this constitution;
  - k) To use any rights or privileges that the Club may deem necessary or convenient for carrying out its powers, or furthering its objects under this constitution; and
  - l) To do anything incidental or conducive to the attainment of any of the objects of the Club.
  - m) To enter into reciprocal rights agreements with other Clubs as it seems fit.
  - n) To keep an up-to-date register of Members

## 6. MEMBERSHIP

- 6.1. **Classes of Membership:** The members of the Club shall be divided into the following classes:
- a) Ordinary or
  - b) Life;
- 6.2. **Ordinary Membership:** Males and females of at least the legal purchasing age may apply to become Ordinary Members of the Club in accordance with the following rules:
- a) Each applicant for ordinary membership shall complete the applicable application form;
  - b) Each applicant pays full subscription, at the time of application.
  - c) An application for membership is deemed to be a declaration that the applicant agrees to be bound by this constitution and by-laws.
  - d) Any information provided to the Club to evaluate an Application may be provided to, shared with or verified with any other Club affiliated with Clubs New Zealand. The Applicant acknowledges the sharing of information by signing the prescribed application form.
  - e) Subject to the foregoing Ordinary Members shall be entitled to;
    - i. Enjoy the facilities of the Club during times that the Club is open.
    - ii. Enter any Club with whom reciprocal visiting arrangements are in place, provided it is in accordance with that Club's rules; and
    - iii. Hold office in accordance with this constitution.
  - f) The Board reserve the right to revoke Ordinary Membership within 90 days of application if the Ordinary Member is found to have provided false information or is deemed to have breached the Club's constitution. In the event that Ordinary Membership is revoked;
    - i. The member shall be informed in writing of the decision;
    - ii. The subscription fee will be refunded in full.
- 6.3. **Life Membership:** Life Membership may be granted to any member for meritorious service rendered to or on behalf of the Club, in accordance with the following:
- a) The Board may elect to recommend a member for Life Membership.
  - b) A Financial Member may propose, and another Financial Member may second a member for Life Membership in writing, and that nomination shall be forwarded to the Board.

- c) No nomination for Life Membership shall be put to the Annual General Meeting unless it has the support of the Board.
- d) The Board shall post notice of its intention to recommend a Life Member on the Club on the Club's notice-board for fourteen (14) clear days prior to the Annual General Meeting in any year.
- e) The Club may elect a member recommended by the Board to Life Membership, by simple majority at the Annual General Meeting.
- f) Life Members are eligible to vote, hold office and enjoy all the rights and privileges of membership.
- g) Life Members shall not be charged an annual subscription but shall be deemed to be Financial Members.

6.4. **Employees:** Members who are employees of the Club are entitled to the rights and privileges of membership excluding those concerned with the selection, election and holding office within the Club. The Board and Secretary/Manager reserve the right to introduce policies excluding employees who are also Members of the Club from participating in promotions and other activities within the Club whilst on duty.

6.5. **Members Rights :** All financial Members have the right to access the Financial reports presented to an AGM and access to the minutes of previous AGM's within 7 working days of the scheduled AGM date. All financial Members have the right to access Minutes & financial reports as presented at Board meetings once they have been confirmed, by applying for the information from the registered office and remain on the Club premise.

6.6. **Dress Code**

The Manager reserves the right to refuse entry for breaching the Dress Code.

## 7. SUBSCRIPTIONS

7.1. The Annual Subscription shall be such sum as shall be determined by the Board from time to time.

7.2. The Annual Subscription shall be payable yearly in advance on or before the last day of **December** in each year.

7.3. Any Member whose subscription or other dues are not paid by the date referred to in section 7.2. shall:

- a) Thereupon automatically cease to be a Financial Member and lose his or her associated rights and privileges;
- b) If within one calendar month the subscription remains in arrears, the member will be removed from the register of Members and lose all entitlements.

- c) Not be relieved from payment of the Annual Subscription or of any other payment due or payable to the Club;
- d) Not be refunded any subscription or other payment already paid except as provided in sections 6.2 (f)(ii) and 6.5(b).
- e) Reapply for membership pursuant to the rules for the applicable if he or she wishes to be reinstated as a Member;

7.4. A Member incapacitated through illness, accident or distress may, on notice in writing given to the Secretary, have his or her subscription suspended or remitted.

## 8. RESIGNATION

- 8.1. Members may resign their membership by letter addressed to the Secretary of the Club.
- 8.2. A resignation will not become effective until all subscriptions, levies or other payments owing at the date the resignation is received, are paid.
- 8.3. No such resignation shall relieve any Member from payment of any subscription, levy or other payment due or payable at the time of resignation.
- 8.4. No subscriptions, levies or other payments already received by the Club as at the date of resignation shall be refunded on resignation.

## 9. IMMEDIATE SUSPENSION

- 9.1. **Grounds for Immediate Suspension:** A Member shall be liable to be immediately suspended (interim suspension) from the Club if he or she:
  - a) Removes any property of the Club, from Club premises without the consent of the Board;
  - b) Wilfully or recklessly damages any property of the Club and refuses to replace or make good the damage;
  - c) Persists in drunkenness, swearing, obscene language or other disorderly conduct on Club premises after being cautioned by any Duty Manager
  - d) Persists in creating a disturbance at any Meeting or other Club event, after being cautioned by a Duty Manager or a Board Member
  - e) Uses or threatens violence to any person; or
  - f) Contravenes any exclusion order or agreement that is in force, which restricts the Member from participating in gambling activities or any other activity as stipulated in an exclusion order/ agreement.



**9.2. Procedure for Immediate Suspension:**

- a) Any Board Member or any Manager on duty may immediately suspend a Member for the acts set out in Rule 9.1.
- b) A suspended Member shall be totally excluded from the Club's premises and Club activities from the time of committal of the offence until such time as the matter is dealt with by the Board.
- c) A suspended Member must forfeit his or her membership card during the suspension period and loses reciprocal visiting rights with affiliated Clubs.
- d) The Board shall meet to consider the suspension in accordance with the procedures in Section 10.2(b) to (g).

**10. EXPULSION AND SUSPENSION**

**10.1. Grounds for Expulsion and Suspension:** A Member shall be liable to be expelled or suspended from the Club if he or she:

- a) Breaches these rules;
- b) Is convicted of:
  - i. A crime (as defined in the Crimes Act 1961) for which a penalty is imposed; or
  - ii. An offence which, in the opinion of the Board, is likely to prejudice any charter or licence held by the Club;
- c) In the opinion of the Board brings the Club and/or any of its Members, into disrepute; or
- d) Is found by the Board to have committed any of the acts set out in Section 9.1.

**10.2. Procedure for Expulsion or Suspension**

- a) After consultation with the Club President, the Manager may issue a trespass notice to any Member who breaches current relevant legislation in relation to the sale and supply of liquor and gambling. Such trespass notices must be conveyed to all Committee Members at earliest notice.
- b) Any Member may notify the Board if he or she believes a Member may be liable to expulsion or suspension pursuant to Rule 10.1. This should be in the form of a written complaint within 7 days of the offence.
- c) Within three (3) days of receipt of such notice, or of a Member being immediately suspended pursuant to Section 9, the Board should check the Club Rules and then

convene an Investigation by a person who is not part of the Appeal Committee or party to the complaint. The Board must then decide whether there is a case to answer and if upheld, shall call a Board Meeting to consider the notice or suspension.

- d) Such a Meeting shall be held within two (2) weeks of receipt of the notice, or of the suspension.
  - e) The Board must give the Member concerned at least seven (7) days' written notice of that Meeting, informing him or her:
    - i. The nature of the complaint; and
    - ii. How the complaint will be heard;
    - iii. His or her right to appear and be heard at that Meeting; and
    - iv. The process of the Meeting.
  - f) After the Member concerned has had the opportunity to be heard and if the complaint is found to be proven, the Board may elect to:
    - i. Expel him or her; or
    - ii. Suspend him or her for a determined period.
  - g) Any Member expelled or suspended shall have the right to appeal under Rule 12.
- 10.3. An expelled or suspended Member shall not be relieved from payment of any subscription, levy or other payment due or payable at the time of expulsion or suspension.
- 10.4. No subscriptions, levies or other payments already received by the Club as at the date of expulsion or suspension shall be refunded on expulsion or suspension.
- 10.5. A Member who has been suspended under this Section is ineligible to stand for election for any position on the Board, for a period of five years from the last day of that suspension.

## **11. OFFENCES**

- 11.1. If a Member is convicted of any Crime (as defined in the Crimes Act 1961 and any amendments) after election to the Club:
- a) He or she must inform the Secretary of the conviction and any penalty imposed; and
  - b) The Secretary shall report the fact to the Board at or before its next meeting.

## 12. APPEAL COMMITTEE

- 12.1. An Appeal Committee consisting of three (3) Members shall be elected at each Annual General Meeting. Board Members shall not be eligible for membership of the Appeal Committee.
- 12.2. The Appeal Committee shall hear and decide any appeal lodged by a Member or Members against any decision of the Board entailing suspension or expulsion in accordance with the following:
  - a) Any Member being suspended or expelled who wishes to appeal must give notice in writing to the Secretary within seven (7) days of the date of such suspension or expulsion, stating the grounds for appealing.
  - b) Within forty-eight (48) hours of receiving such notice, the Secretary shall convene a Meeting of the Appeal Committee.
  - c) The Appeal Committee shall re-hear the case but shall not admit fresh evidence, except where an application has been made to the Board for a re-hearing and has been refused.
- 12.3. The decision of the Appeal Committee shall be final.

## 13. DISPUTES

- 13.1. Except as otherwise provided in these Rules, every dispute in relation to these Rules between a Member or persons claiming through a Member of the Club or a Board Member shall be decided by the Board.
- 13.2. If dispute is still not resolved after referral to the Board then the dispute will be resolved by a Clubs NZ representative appointed by the Clubs NZ President and their decision on the dispute shall be binding and conclusive on all parties without appeal.

## 14. BOARD

- 14.1. The Board Members of the Club shall be;
  - a) A President;
  - b) A Vice-President;
  - c) Three other Board Members
- 14.2. **Eligibility:** Each Board Member described in Section 14.1. must:
  - a) Be a Financial Member of the Club;

- b) Not be an employee of the Club;
- c) Have been a Financial Member for at least one year immediately before nomination.
- d) For the position of President and Vice-President have served at least 12 months on the Board within the last 2 years and been a financial Member of the Club for 2 years.
- e) No husband/wife/partner of a Board Member may hold signing authority for the Club.
- f) Have completed the appropriate Application form.

14.3. **Term of Office:** Board Members shall

14.4. Remain In office for a rolling two year term for a maximum of 3 terms and then stand down for 1 x two year term.

- a) Remain in office for a two-year term running from the time of election until the conclusion of the following 2nd Annual General Meeting unless sooner removed by death, resignation or otherwise.
- b) Be eligible for re-election.

14.5. **Election:** The Board shall be elected in the following manner:

- a) Nominations for President or Vice President or Board Members must be:
  - i. Applicants can apply for 1, 2 or 3 separate positions
  - ii. In writing on the applicable nomination form;
  - iii. Deposited with the Secretary at least twenty-one (21) days before the date set down for the Election as passed by the Board;
  - iv. For the initial first term the three highest polling (including the President and vice president) will be elected for 2 years, then the next 2 Members for 1 year.
- b) The Secretary will at least fourteen (14) days prior to the date of the Election, display (within Club Premises and on electronic media formats) a list setting out the name of each nominee and the position in respect of which each nomination is made.
- c) If there are not sufficient nominations pursuant to Section 14.1 to fill vacant Board role, further nominations may be made at the Annual General Meeting.
- d) The election shall be by an approved electoral procedure within ten (10) days, prior to the Annual General Meeting.
- e) In the event of a tie, the Returning officer has a casting vote.
- f) One person may only hold one office.

- g) If a recount of votes is required, the following process will be adopted;
  - i. The recount will be conducted by the Returning Officer and appointed scrutineers who were not involved with the original count.
  - ii. Candidates that have requested a recount may have a representative present at the recount but cannot participate in the actual counting of votes.

14.6. **Resignation:** A Member of the Board may resign by notice in writing to the Board Members. Board Members are deemed to have resigned if they are absent from (3) consecutive meetings of the Board without leave of the Board.

14.7. **Removal from Office**

- a) A Member of the Board may be removed from office for any reason which the Board deems expedient in accordance with the following:
  - i. The Board shall convene an Extraordinary Meeting of the Board to consider the removal;
  - ii. The Board must give seven (7) days' notice in writing to the Board Member in question, informing him or her of his or her right to appear and be heard at that Meeting;
  - iii. After the Board Member in question has had the opportunity to be heard, the Meeting may elect to remove him or her from office by 75 % majority vote of the Committee;
  - iv. If the Meeting elects to remove the Board Member, such removal shall be effective immediately.
- b) On receipt of a notice of motion of no confidence in one or more Board Member(s) signed by a minimum of 100 Financial Members, the Board shall convene a Special General Meeting and proceed in accordance with Rule 19
  - i. In the event that a notice of motion of no confidence is raised against more than one Board Member or the entire Board, the motion will be discussed at the Special General Meeting referred to in Section 14.7(b). If the motion is carried, the Club Members present at the meeting will appoint three (3) Members of the Club, by majority, to assume the governance role until new elections can be conducted at a date set by the Special General Meeting.
- c) A Board Member, who has been convicted of any offence which in the opinion of a majority of the Board brings the Club into disrepute, or is declared an undischarged bankrupt shall automatically and immediately be removed from office.
- d) The Board may elect to remove a Board Member who becomes physically or mentally incapacitated to the extent that he or she cannot carry out his or her duties as a Board Member.

- e) No Board Member who has been removed from office shall be eligible for re-election without the consent of a General Meeting.
- 14.8. **Vacancy:** Any vacancy in any Board position that is not filled at an election or which occurs between elections shall be filled by the next highest polling candidate at the preceding election or not filled as the Board see fit, providing a quorum remains.
- 14.9. **Powers:** The Board shall, subject to any limitations imposed by this Constitution, have the power to:
- a) Exercise all the powers and authorities of the Club;
  - b) Do such other acts and things as it deems necessary or expedient for carrying on the business of the Club;
  - c) Form standing or ad hoc Committees for the purpose of exercising its duties, authorities or powers;
  - d) Delegate its duties, powers and authorities to the Manager or to a Committee formed under clause 14.9(c); and
  - e) Co-opt any person to assist with its functions.
  - f) From time to time, as they see fit make By-Laws that are consistent with the Constitution of the Club for operational purposes. A register of these By Laws must be kept and members must have access to the register on request.
- 14.10. **Duties:** Board Members shall at all times:
- a) Render every assistance to the President, Vice-President and staff of the Club to maintain order and to prevent infringement of the Rules, Regulations or By-Laws or the terms of any charter or licence which may from time to time be granted to the Club.
  - b) Use powers for the proper purpose, to comply with the Act and the Clubs constitution, and
  - c) Act in good faith and the best interests of the Club and
  - d) Exercise a degree of care and diligence of a reasonable person with such responsibilities and
  - e) Not allow the Club activities to be carried on in a reckless or in a way likely to create a substantial risk of serious loss to the Club's creditors and
  - f) Not to allow the Club to incur obligations that the officer does not reasonably believe will be fulfilled and

g) Abide by the Club's Board Code of Practise and Conduct

h) Any other duties which the Board of the Club may from time to time determine.

**14.11. Society Contact Officer:**

- a) The Board must appoint a Member who will be the Society Contact Member with whom the Companies register may communicate.
- b) This person must be an eligible Member of the Board.
- c) This person must be over 18 and be a resident of New Zealand.

**14.12. Conflict of Interest:**

- a) Any Officer of the Club with a direct or indirect financial interest in a matter must disclose, as soon as practically possible that interest and register the interest in writing.
- b) Any officer who has declared an interest must refrain from voting on that matter.
- c) A register of conflicts of interest must be maintained, be open for Members' inspection (on request) and a summary presented to each AGM.

## **15. PRESIDENT AND VICE-PRESIDENT**

- 15.1. The President and Vice-President shall be ex officio Members of all sub-Committees, and Adjuncts (sections).
- 15.2. The President shall preside at all meetings of the Board and over all Annual, Special General meetings of the Members, in the absence of the President the Vice-President shall preside.
- 15.3. At all meetings the President shall be entitled to a casting vote
- 15.4. The President shall be the Club's representative with the Manager, in matters of Club business
- 15.5. In the event of a Vacancy of the office of President, the Vice-President shall assume that role for the remainder of the term. In the event of a vacancy in the role of Vice-President, the Board shall elect a Board Member to that role for the remainder of the term.

## **16. AUDITOR**

- 16.1. The Club's accounts shall be audited annually by a chartered accountant appointed by the Members in Annual General Meeting, who shall:
  - a) Be a Member of the Institute of Chartered Accountants of New Zealand; and

- b) Not be a Board Member or hold any other office in the Club.
- 16.2. The auditor shall have the right to attend any meeting of the Club at which the Club's financial affairs are under discussion but shall not be entitled to exercise a vote on any question.
- 16.3. The auditor shall be paid such fees as may be determined by the Board from time to time.
- 16.4. The auditor shall have the power to call for the production of all books, papers and documents (including electronic documents) relating to the affairs of the Club. The financial statements shall be audited by him or her and, if correct, certified under his or her hand before they are submitted to the Annual General Meeting.

## **17. SECRETARY/MANAGER**

- 17.1. A Manager shall be appointed by the Board.
- 17.2. It shall be the duty of the Manager to carry out all such duties as are required to manage the affairs of the Club. The Manager shall report and be accountable to the Board, all other employees shall report to and be accountable in the first instance to the Manager
- 17.3. The role and responsibilities of the Manager shall be detailed in:
  - a) A Position Description, which shall be kept up to date by the Committee; and
  - b) An Employment Agreement
- 17.4. The Manager shall attend and take part in all Board and General Meetings except on occasions where the collective Board decides otherwise. The Manager shall not be entitled to exercise a vote on any question.
- 17.5. The Manager shall be the Club's representative in respect to both legislative provisions and legal requirements and shall act as the Secretary of the Club.

## **18. ANNUAL GENERAL MEETING**

- 18.1. The Annual General Meeting of the Club shall be held not later than 30 April each year at such time and place as shall be fixed by the Board, for the purpose of:
  - a) Receiving and adopting the annual report of the Board;
  - b) Receiving and adopting the Financial Statements of the Club;
  - c) Considering, and if necessary, taking action on, any motion relating to the annual report or Financial Statements;



- d) Considering, and if necessary, taking action on, any other motion of which due notice pursuant to Rule 20.6 (b) has been given;
- e) Election of Returning officer;
- f) Election of the Appeal Committee;
- g) Election of Auditor(if required); and
- h) Written General business.

18.2. At least Seven (7) working days before the Annual General Meeting, the following shall be posted on the Club's notice board and electronic media:

- a) Notice of the Annual General Meeting;
- b) The Board's annual report;
- c) The Financial Statements; and
- d) Notice of any other business to be transacted at the Meeting.

## **19. SPECIAL GENERAL MEETING**

19.1. The Board shall convene a Special General Meeting if at any time:

- a) The Board considers such a Meeting necessary or desirable; or
- b) The Secretary receives a written requisition to do so signed by a minimum of 100 Financial Members, stating the purpose of the Meeting requisitioned, in which case the meeting must be convened for that purpose only.

19.2. Seven (7) days' notice specifying the time and place of a Special General Meeting, its purpose and an agenda shall be given by notice on the Club's notice board and electronic media.

## **20. CONDUCT OF GENERAL MEETINGS**

20.1. At all General Meetings, the chairman shall be;

- a) The President; or
- b) In his or her absence, the Vice-President; or
- c) In the absence of both the President and the Vice-President, a Board Member elected by the Meeting or.

- d) If the Board deem it necessary to acquire the services of an independent Chair due to the nature of the business to be discussed at a Special General Meeting.
- 20.2. The quorum for a General Meeting shall be 25 financial Members.
- 20.3. A General Meeting shall be adjourned if;
- a) A quorum is not present within half an hour after the time fixed for the Meeting; or
  - b) A quorum is present and the Meeting elects to adjourn.
- 20.4. If a Meeting is adjourned, the Board shall:
- a) Fix a new date not more than fourteen (14) days later; and
  - b) Give at least three (3) days' notice of the adjourned Meeting by notice on the Club's notice board and social media platforms.
- 20.5. If a quorum is not present at an adjourned Meeting, the Meeting shall lapse. If a quorum is not present for a Special General meeting, the agenda as displayed on the Notice Board shall automatically revert to the Board to adjudicate on.
- 20.6. **Resolutions:**
- a) A Member may without notice ask any question or move any resolution relative to the Annual Report or Balance Sheet.
  - b) Any Member intending to move a resolution bearing on any other matter must give notice of the proposed motion, seconded by another Member, to the Secretary at least twenty-one (21) days before the Meeting and such notice of motion shall be forwarded to each Member with the notice of the Meeting.
- 20.7. **Procedure:** The following rules of debate shall apply:
- a) Each Member may speak only once to each motion or amendment, except the mover, who may reply.
  - b) The mover of any resolution or substantial amendment to a resolution shall be allowed five (5) minutes in which to introduce his or her proposition and ten (10) minutes for reply, or vice versa, and any other speaker will be allowed five (5) minutes.
  - c) The Chairman shall decide whether any amendment proposed to a resolution is a substantial amendment or not.
  - d) If freer discussion of any subject is desired, any Member may move that the Meeting go Into Committee on that subject and such motion shall be immediately put and decided by a show of hands.

- e) In Committee no Member shall speak for more than five (5) minutes at a time.
  - f) When In Committee any Member may move that the ordinary meeting shall be resumed, and such motion shall be immediately put and decided by a show of hands.
- 20.8. Except as otherwise provided by these Rules, all questions shall be decided by simple majority vote.
- 20.9. **Voting:** At any General Meeting:
- a) Each Ordinary and Life Member shall be entitled to be present and to give one vote on all questions
  - b) Voting shall be on show of hands in the first instance;
  - c) A declaration by the Chairman as to the result shall be conclusive unless a motion that the vote shall be taken by secret ballot is passed by a majority of Members present; and
  - d) In the event of equal votes being cast, the Chairman shall have a casting vote;

## **21. BOARD MEETINGS**

- 21.1. The Board shall meet regularly monthly, not less than 11 times a year, at a time and place to be determined by the Board, or on a requisition in writing to the Secretary, setting out the purpose for which the Meeting is required. A date for a Board Meeting must be set within four (4) days of the Secretary receiving a requisition under this clause.
- 21.2. At all Board Meetings, the Chairman shall be;
- a) The President; or
  - b) In his or her absence, the Vice-President; or
  - c) In the absence of both the President and the Vice-President, a Board Member elected by the Meeting.
- 21.3. The quorum for a Board Meeting shall be not less than sixty per cent (60%) of its Members.
- 21.4. Any Board Meeting shall be adjourned if:
- a) A quorum is not present within half an hour after the time fixed for the Meeting; or
  - b) A quorum is present and the Meeting elects to adjourn.
- 21.5. If a Board Meeting is adjourned, the Board shall:

- a) Fix a new date not more than fourteen (14) days later; and
  - b) Give at least three (3) days' notice of the adjourned Meeting to each Board Member
- 21.6. If a quorum is not present at an adjourned Meeting, the Meeting shall lapse.
- 21.7. Except as otherwise provided by this Constitution, all questions raised at a Committee Meeting shall be decided by a simple majority of votes cast.
- 21.8. In the event of equal votes being cast, the Chairman shall have a casting vote.

## **22. ACCOUNTS**

- 22.1. Financial transactions
- a) All transactions shall be completed in accordance with the Club Financial Transaction Policy as approved by the Board.
  - b) Authorised Signatories are President, Vice President, one Committee Member and the Secretary or Manager. Payments must be authorised by of two of the signatories.
- 22.2. At every Annual General Meeting the Board shall present:
- a) The Club's Financial Statements; and
  - b) An Annual Report as to the current position of the Club.
- 22.3. The Club shall make returns required by Section 23 of the Incorporated Societies Act 1908 and shall comply with all the relevant requirements of that Act or any amendment.

## **23. ADJUNCTS (SECTIONS)**

- 23.1. A Section may be formed within the Club for sporting or special interest groups, subject to approval from the Board, such sections are bound by the Rules and by-laws of the Club at all times
- 23.2. Any assets of the Section are the assets of the Club. All monies received for Sections shall be paid into the Sections bank account referred to in clause 23.4(a).
- 23.3. All accounting, taxation, financial reporting and legal compliance responsibilities of the Section shall rest with the Club.
- 23.4. Sections shall use the Club's accounting services in the following manner:
- a) Sections must bank through a designated Club bank account. The Club must account for GST on all section transactions.

- b) Sections will be allocated their own unique ledger number within the 'liabilities' section of the Clubs accounting system e.g. Liability Base Code "Adjuncts" 800, Indoor Bowls 800-01, 8-Ball 800-02 etc.
  - c) All deposits are to be issued receipts by the Club staff, all requisitions for withdrawals (cash and/or cheque payments) are to be made on a prescribed form signed by the Section Treasurer and one other Adjunct official.
  - d) All transactions, which are subject to GST, shall be debited or credited to the appropriate ledger account and a document showing transactions and total of funds held provided to each Adjunct at the end of each month, or upon request.
  - e) The total of all funds held on behalf of all Sections shall be shown as a Current Liability in the Club's Financial Statements.
  - f) If a Section should cease trading, then the funds held by that Adjunct shall be transferred into the Club's main bank account. No individual may personally benefit from Section monies at any time.
- 23.5. The Committee of the Section shall not do, or omit to do, anything that is likely to prejudice or not be in the best interests of the Club. Any contentious correspondence must come through the office prior to delivery.
- 23.6. Members of any Section shall for ease of administration be divided into such number of Sections as shall from time to time be considered appropriate. Members of such Sections must first be a financial/life Member of the Club.
- 23.7. Any Member of any section participating in a sport or activity of a Section must be a financial/life Member of the Club.
- 23.8. Members of any Section involved in any activity of or related to the Section shall indemnify the Club and its representatives from any problem, direct or indirect loss or damage, claim or proceedings (including in negligence) caused or contributed to by that activity.
- 23.9. Office holders of Sections are not Board Members or Club officials by virtue of holding such office.
- 23.10. The Board after consultation with the Section office bearers upon showing reasonable grounds may disband the Section at their discretion.

## **24. SEAL**

- 24.1. The Club shall have a Common Seal which shall be kept in the custody and the control of the Manager and shall be used only in pursuance of a duly passed resolution of the Board of the Club, and in the presence of two (2) persons appointed by the Board as authorised signatories of the Club.

## 25. PROPERTY

- 25.1. Membership of the Club does not give any Member any transmissible or assignable interest by operation of law or otherwise, in any of the property or funds of the Club.
- 25.2. If a person ceases to be a Member for any reason, any interest he or she may nevertheless possess in any of the effects, property or funds of the Club will vest in the Club.
- 25.3. Any information which the Club provides for Members remains the property of the Club. Members must not pass any such information on to any non-Member without the written consent of the Club.

## 26. VISITORS RULE – AUTHORISED CUSTOMERS, AUTHORISED VISITORS AND GUESTS

### 26.1. **Authorised Customers**

- a) Any Member of the **Rangiora RSA Club** can invite and accompany a guest/visitor(s) (Authorised Customer) to the Club.
- b) Any Member introducing a guest/visitor(s) is responsible for the good conduct of that guest/visitor whilst on the Club premises.
- c) Any guest/visitor who wishes to be sold or supplied alcohol must first complete the appropriate *authorised customer* requirements.
- d) Any Guest/visitor(s) may only be sold or supplied alcohol for consumption on the premises while accompanied by a Member of the Club.
- e) Any Guest/visitor(s) will lose all rights or privileges to purchase or consume alcohol if they remain in the Club if/when the sponsoring Member vacates the Club premises.

### 26.2. **Authorised Visitors;**

- a) Any affiliated Member (Authorised Visitor) wishing to be sold or supplied alcohol for consumption on the premises must be able to produce valid proof of membership to an affiliated Club/association to Club staff at the point of service.
- b) Any affiliated Member introducing a guest/visitor(s) is responsible for the good conduct of that guest/visitor whilst on Club premises. The guest/visitor will lose all rights or privileges to purchase or consume alcohol if they remain in the Club if/when the sponsoring Authorised Visitor vacates the Club premises.

26.3. Any guest/visitor of a Member of either the **Rangiora RSA Club** or affiliated Clubs, that wishes to be sold or supplied alcohol must first complete the appropriate authorised customer and/or authorised visitor requirements required by the Club.

26.4. Authorised Customers, Authorised Visitors and their guests are bound by the rules of this Club whilst they are on the Club premises.

- 26.5. The Duty Manager shall have the power to refuse privileges for any intending guest/visitor or revoke privileges without any reason being supplied, this includes the right of the Duty Manager to refuse entry to the Club premises or removal of a guest/visitor from the Club premises.
- 26.6. **Definitions - for the purposes of this Rule 26;**
- a) **“Club”** has the same meaning as defined for the time being in section 5 of the Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof;
  - b) **“Member”, “Authorised Customer” and “Authorised Visitor”** have the same meanings given to them for the time being in section 60 Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof;
  - c) **“affiliated Member”** means the same as **“authorised visitor”** and includes
    - i. A Member of any other Club which is a Member of Clubs New Zealand Incorporated through whom the Club has arrangements for reciprocal visiting rights for Members, irrespective of whether the other Club has an alcohol licence or a permanent charter or not; and
    - ii. A Member of any other Club with which the Club has an arrangement for reciprocal visiting rights for Members, irrespective of whether the other Club has an alcohol licence or a permanent charter or not;
  - d) In this Rule 26, words in the singular (such as guest/visitor) include the plural.

## **27. ALTERATIONS OF CONSTITUTION RULES**

- 27.1. These Rules may be revised or amended by a resolution passed by a 75 percent (75%) of the Financial Members present at a General Meeting. This is subject to the provisions of Section 21 (Amendment 2005) of the Incorporated Societies Act 1908 or any amendments to that Act and with the prior consent in writing of the NZRA and of the Board. The consent of the NZRA or Board shall not be arbitrarily withheld unless such amendment conflicts with or is not in harmony with these Rules or with the rules of natural justice.
- 27.2. No addition to, or alteration or rescission of Rule 28 (Liquidation or Dissolution) shall be made without the approval of the Inland Revenue Department being first had and obtained.
- 27.3. Notice specifying the intention to propose such a resolution must be given in writing to the Secretary at least twenty-one (21) days before a General Meeting and such notice shall be displayed to each Member with notice of the Meeting.

- 27.4. The Board from time to time may make, alter and rescind By-laws incidental to the operations of the Club, so long as they conform with these rules. A register of By-laws must be kept and displayed.

## **28. DISSOLUTION AND/OR LIQUIDATION**

- 28.1. The Club may only be dissolved by the Registrar of Incorporated Societies:

- a) Notice of the proposed liquidation and appointment of a liquidator must be given in accordance with the Rules of the Club and any resolution for such liquidation and appointment of a liquidator must be confirmed by a further Special General Meeting held not earlier than thirty days and not later than sixty days after the date on which the resolution to be confirmed was passed.
- b) If at a Special General Meeting called by the Board for that purpose the Board passes a resolution that the Registrar make a declaration of dissolution; or
- c) As provided for in the Incorporated Societies Act 1908 (Amendment 2010) or any amendments to that Act.

- 28.2. The Club may be put into liquidation:

- a) At a Special General Meeting called by the Board for that purpose; or
- b) As provided for in the Incorporated Societies Act 1908 (Amendment 2010) or any amendments to that Act.

- 28.3. If upon the liquidation of the Club there remains, after the satisfaction of all its liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Club but shall be transferred to some other institution or society having objects similar to the objects of the Club, such institution or society to be determined by a majority of the members of the Club present in person at a general meeting to be held according to the rules at or before the liquidation and in default thereof to such institution or institutions as the Registrar for Incorporated Societies or the High Court of New Zealand or a Judge thereof or, in the event of an appeal being made, the relevant appeal authority may direct.