

CAMBRIDGE RACQUETS CLUB INCORPORATED

Incorporated Society No. 214199

Constitution

Adopted at a Special General Meeting held on 8th December 2025

Cambridge Racquets Club Incorporated

Constitution

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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 15.

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.

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

Committee means the Club's management committee elected by its Members from time to time and unless the context otherwise requires references to the Committee include any Sub-Committee established under clause 6.6;

Committee Member means a member of the Committee and unless the context otherwise requires references to a Committee Member include a person who is a member of any Sub-Committee established by the Committee under clause 6.6.

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.

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

General Meeting means an AGM or SGM of the Club.

Integrity Code means an integrity code issued by the Integrity Sport and Recreation Commission under section 19 of the Integrity Sport and Recreation Act 2023.

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.

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.

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.

Sub-Committee means any sub-committee established by the **Committee** from time to time in accordance with this Constitution and includes the Facilities Sub-committee, the Squash Sub-committee and the Tennis Sub-committee.

Working Day means any day other than a Saturday, Sunday, a public holiday within the meaning of section 44 of the Holidays Act 2003 or Auckland Anniversary holiday.

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 manager@crc.org.nz 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, upon production of a physical copy of the email detailing the time and 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 Cambridge Racquets 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) Promote, develop, administer and coordinate squash, tennis & other racquet sports within the Club in accordance with the requirements of the relevant national and district sports organisations; (Including Squash New Zealand Poipātū Aotearoa, Tennis New Zealand Te Tēnehi O Aotearoa and the District and Regional Tennis Organisations or Local Tennis Partners applicable to 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 racquet sports including through competitions, training, education, the development of officials, coaches, team managers and volunteers, and by providing facilities for these sports as well as opportunities for the recreational and social activities of its members;
- (c) Uphold and promote Diversity, Equity and Inclusion in the Club and its governance;

- (d) Maintain high standards of conduct, fair play, ethical behaviour and good governance to protect the integrity of the Club and the safety and wellbeing of participants;
- (e) be a member of Squash New Zealand Poipātū Aotearoa;
- (f) be a member of Squash Waikato;
- (g) be a member of Tennis New Zealand Te Tēnehi O Aotearoa;
- (h) be a member of Waikato Tennis Trust Incorporated / Te Tarahiti Tenehi o Waikato;
- (i) 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 **Minimum number of Members:** The Club shall maintain the minimum number of members required by the Act.

4.2 **Application:** An application to become a Member (**Application**) must be in the form required by the Committee. All Applications are decided by the Committee or by a delegate authorised by the Committee, which may accept or decline an Application in their 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.

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

- (a) a Member of the Club;
- (b) a Member of the relevant district racquet sports organisations applicable to the Waikato district; and
- (c) a Member of the applicable national racquet sport organisations.

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

- (a) Voting Members
 - (i) Senior Members are members aged 18 years or older (including Family Members, +65 and Tertiary Members). A Senior Member may elect to be a Squash Member, a Tennis Member, or a Dual Member.
 - (ii) A Squash Member is entitled to utilise the Club's squash courts and facilities and to participate in squash interclub competitions, tournaments, and Club Championships.

- (iii) A Tennis Member is entitled to utilise the Club's tennis courts and facilities and to participate in tennis interclub competitions, tournaments, and Club Championships.
 - (iv) A Dual Member is entitled to the rights of both a Squash Member and a Tennis Member.
 - (v) Life Members in accordance clause 4.6.
 - (vi) Honorary Members, who are members voted in by the Committee from time to time and who are entitled to use the Club facilities but not to play either squash or tennis.
- (b) Non-Voting members
- (i) Junior Members are members aged up to 18 years. A Junior Member may elect to be a Squash Member, a Tennis Member, or a Dual Member.
 - (1) A Junior Squash Member is entitled to utilise the Club's squash courts and facilities and to participate in squash interclub competitions, tournaments, and Club Championships.
 - (2) A Junior Tennis Member is entitled to utilise the Club's tennis courts and facilities and to participate in tennis interclub competitions, tournaments, and Club Championships.
 - (3) A Dual Member is entitled to the rights of both a Squash Member and a Tennis Member.
 - (ii) Country Members Squash who are members of another club and who on payment of the relevant membership fee are entitled to utilise the Club's squash courts and Club facilities.
 - (iii) Country Members Tennis who are members of another club and who on payment of the relevant membership fee are entitled to utilise the Club's tennis courts and Club facilities.
 - (iv) Dual Country Members who are members of another club and who are entitled to utilise the Club's squash courts, tennis courts and Club facilities.
 - (v) Associate Members, members appointed for such terms and on such conditions that the Management Committee in their discretion decides.
 - (vi) Corporate Members are members appointed for such terms and on such conditions that the Management Committee in their discretion decides.

4.5 The Members may by resolution at a General Meeting establish any new membership categories and/or dissolve any existing membership categories.

4.6 **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. Life Members have such rights and benefits as determined by the Committee from time to time.

4.7 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, and to the extent they apply, the rules, procedures or policies of Squash New Zealand Poipātū Aotearoa and Tennis New Zealand Te Tēnehi O Aotearoa, other Racquet Sport Organisations and their respective district associations / regional organisations for Waikato.;
- (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 continues to be bound by this Constitution;
- (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 will promote the interests and purposes of the Club and must not do anything to bring the Club into disrepute.

4.8 Suspension of Member: If a Member is, or may be, in breach under clause 4.77, 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.

4.9 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.

4.10 Ceasing to be Member: A person ceases to be a Member:

- (a) On the expiry of their membership term. On expiry of their membership, a member may reactivate their membership by paying the next year's membership fee within one month after the expiry date.
- (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 4.7(d), or following a dispute resolution process under this Constitution, or otherwise in accordance with such other processes set out or referred to in this Constitution.
- 4.11 **Consequences of ceasing to be a Member:** A person who ceases to be a Member:
 - (a) remains responsible to pay 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.
- 4.12 **Membership fees:** The Committee has the power in its (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.
- 4.13 **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 becomes 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. The register will be connected to the databases of the national and regional racquet sports organisations to which the Club is a member and updated via their respective member management systems.
- 4.14 **Visitors:** Unless otherwise determined by the Committee, visitors are permitted to play at the Club, subject to the conditions as determined by the Committee.

5. **General Meetings**

- 5.1 **AGM:** An AGM must be held once a 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 days written notice of the AGM. A meeting agenda must be distributed to members at least 7 days prior to the AGM. Notice to Members of an AGM may be given by posting on the Club's website.
- 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);

- (c) the election of the President, Secretary, Treasurer and other Committee Members;
 - (d) consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM;
 - (e) 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 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 days before the date of the AGM. No additional items of business can be voted on other than those set out in the agenda, but the Members present may agree unanimously to discuss any other items.
- 5.6 **Calling of SGM:** The Committee must call a SGM if it receives a written request stating the purpose of the SGM from the Committee itself or by 15 voting members.
- 5.7 **Notice of SGM:** Members must be given at least 14 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.
- 5.8 **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 electronic communication or by a combination of those methods.
- 5.9 **Quorum:** No business may occur at any General Meeting unless a quorum is present at the meeting's start time. The quorum for a General Meeting is 20 members who are entitled to vote, including Members physically present, those attending by electronic means and those casting any proxy votes. The quorum must always be present during the General Meeting.
- 5.10 **No quorum at AGM:** If a quorum is not met within 30 minutes of the AGM's scheduled start time, the AGM is adjourned to a day, time and place set by the chair of the AGM. If no quorum is met at the further AGM, the Members present, in person or through audio, audio visual link or other electronic communication, 15 minutes after the further AGM's scheduled start time are deemed to constitute a valid quorum.
- 5.11 **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 electronic communication, 15 minutes after the further SGM's scheduled start time are deemed to constitute a valid quorum.
- 5.12 **Control of General Meetings:** The President chairs General Meetings. If that person is unavailable, another Committee Member (appointed by the Committee) will preside. In the absence of both of those persons, the Members present will elect a person to chair the General Meeting.

- 5.13 **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.
- 5.14 **Attendance:** Members and any other persons invited by the Committee are eligible to attend and speak at General Meetings.
- 5.15 **Voting:** Voting Members are entitled to exercise one vote on any motion at a General Meeting in person. Members whose subscriptions are unpaid at the date of the General Meeting are not entitled to vote.
- 5.16 **Voting by electronic means:** Voting by electronic means is permitted.
- 5.17 **Voting by proxy:** Proxy voting is permitted. The chair of the General Meeting must receive notice of the proxy signed by the Member 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 vote] for me at the General Meeting to be held on [insert date] and at any 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].
- 5.18 **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 one-fourth Members present or as otherwise required under this Constitution. If voting is equally split on any particular resolution, the Chair may choose to exercise a casting vote.
- 5.19 **Minutes:** Minutes must be kept of all General Meetings.
- 5.20 **Resolution:** The passing of 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.
- 5.21 **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. 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 the President, Secretary, Treasurer, Squash Chairperson, Tennis Chairperson and Facilities Chairperson and up to four ordinary members each of whom shall be elected in each year in the manner provided in section 6.8 “Election of Committee and Sub-committee Members”.
- 6.3 **Role of President:** The President will engage in activities agreed with the Committee which may include activities to promote the Club, good relations and communications between Members and the reputation and best interests of the Club, and to preside at Club events.
- 6.4 **Role of Secretary:** The Secretary will:
- (a) attend to all correspondence and keep minutes of General Meetings and Committee meetings and ensure that any subcommittee keeps minutes;
 - (b) be the Contact Person; and
 - (c) keep all records and generally perform all the secretarial work of the Club. With the written approval of the Committee these tasks may be varied or delegated but the Secretary remains responsible for their performance.
- 6.5 **Role of Treasurer:** The Treasurer will:
- (a) receive all money paid to or received by the Club and pay all accounts approved by the Committee. The Committee may delegate levels of payment to the Treasurer by written authority;
 - (b) invest all funds of the Club in the manner directed by the Committee; and
 - (c) keep the Club’s financial accounts, submit appropriate financial statements at the AGM and undertake other tasks required by the Committee.
- 6.6 **Sub Committees – Facilities, Squash and Tennis:** There shall be a Facilities Sub-committee, a Squash sub-committee and a Tennis sub-committee. The Facilities Sub-committee shall be presided over by the Facilities Chairperson, the Squash sub-committee shall be presided over by the Squash Chairperson and the Tennis Sub-committee by the Tennis Chairperson. A sub-committee comprises the respective Chairperson and a minimum of 3 ordinary members and a maximum of 10 ordinary members each of whom shall be elected in each year in the manner provided in section 6.8 “Election of Committee and Sub-committee members”. Each sub-committee is responsible for the internal management of their respective sections of the Club in accordance with the Club’s bylaws.
- 6.7 **Other Sub-Committees and Delegation:** The Committee may at any time and from time to time appoint sub- committees for such purposes and upon such terms and conditions as it thinks fit and may delegate to any such sub-committee any power, authority or discretion which is conferred upon the Committee itself by the Constitution.
- 6.8 **Election of Committee and Sub-committee Members:** Committee Members are elected as follows:

- (a) the Committee must call for nominations for any Committee Member positions that are to be vacated at an AGM at least 28 days before the AGM;
- (b) nominations are made in the form decided by the Committee and must be received by the date set by the Committee and if no date is set, at least 14 days before the AGM;
- (c) the Committee must give notice of the nominations to all Members at least 7 days before the AGM;
- (d) at the AGM, if there are more nominees than number of positions available, the election is by show of hands unless there is a request for a secret ballot. If a secret ballot is held, two scrutineers must be appointed at the General Meeting to count the votes;
- (e) those nominees who have the highest number of votes in their favour to fit the number of vacant positions are declared elected;
- (f) if the number of votes for one or more nominees is equal to another nominee, a further vote will be held between the tied nominees;
- (g) if there is only one nominee for a vacant position, that person is declared to be elected without the need for a vote.

6.9 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.

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

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

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

6.11 Term of office: The term of office for all Committee Members is 1 year, expiring at the end of the relevant AGM.

6.12 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.

6.13 Suspension of Committee Member: If any Committee Member is or may be the subject of an allegation, notice, charge or process described in clause 6.10(b) or 6.10(c), 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.

6.14 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 is counted for the purpose of reaching a quorum but will not participate in the vote on the motion.
- (c) Before considering a motion for removal, the Committee Member who is the subject of a motion for their removal from office under clause 6.14(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.

6.15 Attendance at Meetings:

- (a) A Committee Member is expected to attend all Committee meetings unless granted leave of absence by the Committee.
- (b) If a Committee Member fails to attend three (3) consecutive Committee meetings without leave or attends fewer than half of the Committee meetings in any

financial year, the Committee may, by Special Resolution, remove that Committee Member from office.

- (c) Before considering a motion for removal under this clause, the Committee must give the Committee Member concerned:
 - (i) not less than seven (7) days' written notice that a Committee meeting is to be held to discuss the motion for removal;
 - (ii) the reasons for the proposed removal;
 - (iii) an opportunity to provide a written explanation before the meeting; and
 - (iv) the opportunity to be heard at the Committee meeting.

6.16 **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.

7. Committee and Sub-committee meetings

- 7.1 **Calling meetings:** Committee meetings may be called at any time by the Chair or by 3 or more Committee Members, but generally the Committee meets monthly.
- 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 shall consist of 50% of the Committee members provided that the quorum shall not be less than three (3) Committee Members.
- 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. This may only occur at Committee meetings by audio or audio-visual link or other electronic communication provided that all persons participating in the Committee meeting can hear each other effectively and simultaneously throughout the meeting.
- 7.5 **Chair:** The President will chair Committee Meetings. If the President is unavailable, another Committee Member must be appointed by the Committee to undertake the President's role during the period of unavailability. The Facilities Chairperson, Squash Chairperson and Tennis Chairperson shall each chair the meetings of their respective Sub-Committees.

- 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. Proxy and postal votes are not permitted. Voting by electronic means is permitted. If there is an equality of votes, the Chair has the casting vote.
- 7.7 **Resolution in writing:** A resolution of the Committee in writing signed or consented to by email or other electronic means by all 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 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,

if the Officer, acts in good faith, makes proper inquiry where the need for inquiry is indicated by the circumstances, and has no knowledge that the reliance is unwarranted.

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;
 - (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;
 - (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;
 - (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

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.

11. Club Manager

- 11.1 **Role of Club Manager:** A Committee may employ a Club Manager. The Club Manager is under the direction of the Committee and is responsible for the day-to-day management and operation of the affairs of the Club as set out in the Club Manager's job description and associated employment documents, this Constitution and the Bylaws and within any delegated authority from the Committee.

- 11.2 **Committee involvement:** The Club Manager may attend Committee meetings when required by the Committee but has no voting rights.

12. Finances

- 12.1 **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.
- 12.2 **Balance date:** The Club's balance date is 31 July, or such other date as the Committee determines from time to time.
- 12.3 **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.
- 12.4 **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. The auditor or reviewer (as relevant) will be appointed by the Committee.

13. Indemnity and insurance

- 13.1 **Indemnity:** The Club indemnifies its current and former Officers, Members and employees as permitted by section 96 of the Act.
- 13.2 **Insurance:** With the prior approval of its Board, the Club may effect insurance for its current and former Officers, Members and employees as permitted by section 97 of the Act.
- 13.3 **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.

14. Amendments

- 14.1 **Amendments:** This Constitution may only be amended or replaced by Special Resolution of Members.
- 14.2 **No amendment:** No addition to, deletion from or alteration of this Constitution may be made which would allow personal pecuniary profits to any individuals.
- 14.3 **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 Board 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 Board does not receive any objections from Members within 20 days after the date on which the notice is sent, or any longer period of time that the Board decides, then the Board may make the amendment. If the Board does receive an objection, then the Board may not make the amendment.

15. Bylaws and Integrity

- 15.1 **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 Squash New Zealand Poipātū Aotearoa, Tennis New Zealand Te Tēnehi O Aotearoa, and any other national and regional racquet body to which the Club is affiliated. The Committee may also adopt Bylaws from the Waikato district / regional affiliates of these national racquet organisations. Any Bylaw must be consistent with this Constitution, the Purposes and Constitutions of the national and district racquet organisations to which the Club is affiliated, 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.
- 15.2 **Integrity Code binding:** If Squash New Zealand Poipātū Aotearoa, Tennis New Zealand Te Tēnehi O Aotearoa, or any other affiliated national racquets organisation adopts an Integrity Code, the Club and its Members are bound by the Integrity Code to the extent the provisions of the Integrity Code are not inconsistent with any other similar codes to which the Club or Member is bound.

16. Dispute resolution

- 16.1 The Club shall at all times adopt one or both of the Complaints, Disputes, and Appeals Policy implemented by Squash New Zealand Poipātū Aotearoa and Tennis New Zealand Te Tēnehi O Aotearoa, for the resolution of complaints, disputes and appeals within the sport which complies with the rules of natural justice.
- 16.2 The Club shall implement any decisions or sanctions made under the Complaints, Disputes, and Appeals Policy.
- 16.3 If any inconsistency arises when the Club has adopted more than one Policy under clause 15.1, the Committee will decide (in its sole discretion) which policy prevails to the extent of that inconsistency, having regard to the sport or activity to which the dispute, complaint or appeal has the most direct connection.

17. Liquidation and removal

17.1 **Notice:** The Committee must give notice to all Members at least 20 Working Days 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.

17.2 **Special Resolution:** Any resolution for a motion set out in clauses 17.1(a) to (c) must be passed by a Special Resolution of Members.

17.3 **Surplus assets:** Any distribution of surplus assets of the Club in accordance with this clause 17 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 17.2.

18. Matters not provided for

18.1 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.

19. Transition

19.1 **Transition:** This clause 199 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.

19.2 **Power of Committee during transition period:** Subject to the Act, the Committee may amend any requirement for and/or the date by which this Constitution requires anything to be done. This clause applies for 1 year and is solely to enable flexibility in the transition of the Club from the previous constitution to this Constitution and to correct any unintended consequences occurring through different wording being used.

19.3 **Transition of Committee Members:**

- (a) The persons who were members of the Committee immediately prior to adoption of this Constitution will continue in office until the next Annual General Meeting, at which point elections will be held in accordance with this Constitution.
- (b) Any terms already served by Committee members under the previous constitution will count towards the maximum number of terms that a Committee member may serve under this Constitution.