CONSTITUTION

OF

HATEA RUN INC

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Hatea Run 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.

Applicable Disputes Body means the relevant hearing body, committee or person authorised, delegated or appointed by Athletics New Zealand pursuant to the rules, regulations and policies of Athletics New Zealand, to hear and resolve Complaints referred pursuant to clauses 21.7(c) or 21.8.

Athletics means track and field, road running, race walking, cross-country running and mountain running as defined by Athletics New Zealand or World Athletics from time to time.

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

Balance Date means September in each calendar year, or the date the Committee decides.

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

Casual Vacancy is a vacancy which arises when a Committee Member or the President, Secretary or Treasurer does not serve their full term of office.

Centre means Athletics Northland INC 1989319

Club means Hatea.Run Incorporated.

Committee means the Club's governing body.

Committee Member means a member of the Committee, including the President, Secretary and Treasurer.

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

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

Day means any day of the week (including Saturday, Sunday, and public holidays). Where an action is required to be done within a specified time (such as 40 Days) this means clear days, so it is to be calculated by excluding the date of notice (or other relevant action) and the date of the meeting (or other relevant activity).

General Meeting means an AGM or SGM of the Club.

Incorporated Societies Register means the register of incorporated societies established under the Act.

Interested has the meaning given in section 62 of the Act [but excludes where a Committee Member is the parent or guardian of a Member, and that Member may obtain a financial benefit from the Matter in question].

Life Member means a person elected as a life member of the Club under clause 5.7.

Matter has the meaning given in section 62(4) of the Act.

Member means each person who for the time being is a member of the Club and includes all classes of members described in clauses 5.4 and 5.7.

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 of those persons entitled to vote and voting on the question.

Patron means the person appointed by the Committee in accordance with clause 14.

President means the person elected as president of the Club from time to time in accordance with clause 9.6.

Registrar means the Registrar of Incorporated Societies under the Act.

Safeguarding means a preventative approach to protection by minimising or eliminating harm to children, young people and vulnerable adults.

Secretary means the person elected as secretary of the Club from time to time in accordance with clause 9.6.

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

Special Resolution means a resolution passed by not less than a 75% majority of votes of those persons entitled to vote and voting on the question.

Treasurer means the person elected as treasurer of the Club from time to time in accordance with clause 9.6.

1.2 **Interpretation:** In this Constitution:

(a) a reference to a gender includes both genders;

(b) the singular includes the plural and vice-versa;

(c) unless expressly specified otherwise, a requirement in this Constitution to notify, or to give notice to, a person (including the Club or Athletics New Zealand) or persons in this Constitution, means notice in writing delivered to that person or persons by any of the following means:

(i) by hand, including courier;

(ii) by email transmission;

(iii) by facsimile; or

(iv) by post;

(d) any reference to legislation includes a modification or re-enactment of, legislation enacted in substitution of, or a regulation, order-in-council or other instrument from time to time issued or made under, that legislation;

(e) any agreement includes that agreement as modified, supplemented, innovated or substituted from time to time;

(f) any obligation not to do anything will include an obligation not to suffer, permit, or cause that thing to be done;

(g) a reference to persons includes bodies corporate;

(h) a reference to a person includes the legal personal representatives, successors and permitted assigns of that person; and

(i) headings and the contents page are for reference only and are to be ignored in construing this Constitution.

2. Details of the Club

2.1 **Name:** The name of the society is Hatea Run Incorporated.

2.2 **Contact person:** At its first Committee meeting following an AGM, the Committee must appoint or reappoint at least one, and a maximum of three, persons to be the contact person, subject to those persons meeting the eligibility criteria set out in the Act. The Committee must advise the Registrar of Incorporated Societies of any change in the contact person or their Contact Details.

3. Purpose and powers

3.1 **Purpose:** The purposes of the Club are to:

(a) be a member of Athletics New Zealand and Athletics Northland

(b) promote, develop, foster and administer the sport of Athletics in all its various disciplines for the benefit of Members, mainly as an amateur sport for the well-being, benefit and recreation of the general public;

(c) promote, develop and co-ordinate Athletics competitions;

(d) comply with the rules and regulations established by Athletics New Zealand, including enforcing standards of conduct, ethical behaviour and implementing good governance;

(e) support the development of Members, including the relevant training, Safeguarding requirements, education and development of the Members, including officials, coaches, team managers and volunteers.

3.2 **Powers:** The Club shall have the capacity and the rights, powers and privileges conferred by the Act, including all powers necessary for, or ancillary or incidental to, fulfilling its purposes.

4. Registered office

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

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

5. Members

5.1 **Application:** An applicant for membership of the Club must apply using the national membership system provided for the Club by Athletics New Zealand and pay all relevant fees for the applicable membership period.

5.2 **Acceptance:** Subject to clauses 5.1 and 5.3 as applicable, within 14 Days of an applicant applying to become a member, the Committee will determine the outcome of the membership application, at its sole discretion. If no refusal is communicated within this timeframe, the application is deemed to have been accepted. Where the application is refused, the fees will be refunded. The Committee must advise the applicant of its decision.

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

5.4 **Members:** The Members of the Club are:

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

(b) 7 to 14 years Active Members (as defined by Athletics New Zealand from time to time);

(c) 15 to 19 years Competitive Members (as defined by Athletics New Zealand from time to time);

(d) 20 years & over Competitive Members (as defined by Athletics New Zealand from time to time);

(e) 15 years & over Social Members (as defined by Athletics New Zealand from time to time);

(f) Officials (as defined by Athletics New Zealand from time to time);

(g) Coaches (as defined by Athletics New Zealand from time to time);

(h) Volunteers (as defined by Athletics New Zealand from time to time);

(i) Life Members; and

(j) any other categories of Member as the Committee determines.

5.5 **Renewal of membership:** Subject to clauses 5.7 and 6, Members must renew their membership in accordance with the regulations of Athletics New Zealand.

5.6 **Membership entitlements not transferable:** A right, privilege or obligation, which a person has by reason of being a Member is not capable of being transferred or assigned to another person and terminates on cessation of that Member's membership.

5.7 **Life Members**

(a) A person may become a Life Member in recognition and appreciation of outstanding service by an individual to the Club. Any Member may nominate an individual to become a Life Member by giving notice to the 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 a Special 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.

(b) Life Members shall have full voting rights and shall be exempt from renewing their membership and from paying the Club membership fees.

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

(a) they are bound by, and will comply with, this Constitution and the Bylaws, as well as the rules, regulations, procedures and policies of Athletics New Zealand and Athletics Northland;

(b) they are entitled to all rights and entitlements granted by this Constitution or as determined by the Committee;

(c) to receive, or continue to receive or exercise Member rights, they must meet all the Member requirements set out in this Constitution and the Bylaws or as otherwise set by the Committee, including payment of any membership or other fees within the required time period;

(d) they do not have any rights of ownership of, or the automatic right to use, the Club's property; and

(e) they will promote the interests and purposes of the Club and must not do anything to bring the Club into disrepute.

5.9 **Member register:** As per the Athletics NZ Membership and Database Regulations, the Committee will keep an up-to-date Member register within the Athletics NZ Membership System, which includes each Member's name, Contact Details, the date they became a Member and the date they cease to be a Member. A Member must provide notice to the Club of any change to their Contact Details by updating their member profile on the Athletics NZ Membership System. In using the Athletics NZ Membership System, the Committee will keep a record of those who have ceased to be a Member within the previous 7 years and the date on which they ceased to be a Member.

6. Suspension and termination of membership

6.1 **Suspension of Member:** If a Member is, or may be, in breach under clause 5.8, 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 clause 21. Before imposing any suspension, the Member and Athletics New Zealand must be given notice of the suspension.

6.2 **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 of a Member and is not entitled to continue to hold office in any position within the Club, until such time as the alleged breach is resolved or determined. However, whilst suspended, the Member continues to be bound by this Constitution.

6.3 **Termination by Committee:** The Committee may, by Special Resolution and written notice stating the reasons for arriving at their decision, terminate a Member's membership:

(a) for breach of their obligations under clause 5.8; or

(b) following the dispute resolution process set out in clause 21 or such other process set out or referred to in this Constitution.

Unless otherwise specified in such notice, termination is effective as of the date of the notice.

6.4 **Ceasing to be Member:** A Member ceases to be a Member:

(a) except for a Life Member, at the expiry of the term of their membership period;

(b) by giving notice to the Committee of their withdrawal, with such resignation to be effective at the date such notice is received by the Committee (unless a later date is specified in such notice);

(c) by applying for a transfer to another Athletics club through the national membership system provided for the Club by Athletics New Zealand and upon the transfer being approved by that other club;

(d) upon a Member's passing.

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

(a) remains responsible to pay all their outstanding membership fees and other fees to the Club;

(b) must return all the Club's property;

(c) continues to be bound by, and remains subject to, this Constitution, the Bylaws and the rules, regulations, procedures and policies of Athletics New Zealand with respect to such Member's activities that occurred during the term of their membership of the Club; and

(d) ceases to be entitled to any rights of a Member.

7. Membership Fees

7.1 **Annual Fees:** The membership fees to the Club shall be such amount as set by the Committee from time to time and shall be payable in advance. Fees set by Athletics New Zealand and Athletics Northland shall be added to the Club membership fees.

7.2 **Other Fees:** The Committee may determine that other fees are payable by Members from time to time.

7.3 **Period:** Each Member shall be granted membership for up to one year depending on the Athletics New Zealand category and type the Member chooses. The fee shall be due and payable (on a pro rata basis where applicable) on the date of application. Renewals will fall on the date immediately following the date the Member's membership period expires.

8. General Meetings

8.1 **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 each Balance Date of the Club and not more than 15 months after the previous AGM.

8.2 **Notice of AGM:** The Members must be given at least 30 Days notice informing them of the date, time and place of the AGM. Notice to Members of an AGM may be given by posting on the Club's website or social media.

8.3 **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.

8.4 **Notice of agenda:** Notice of the agenda containing the business to be discussed at the AGM must be sent via email, print media or posting on the Centre's website or social media account 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 by Special Resolution or unanimously to discuss and vote on any other items.

8.5 **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) where required by the Act or where the Club elects to do so, the reviewer's report, whereby a reviewer has reviewed the annual financial statements;

(iv) notice of any disclosures of conflicts of interest made by Committee Members (including a brief summary of the matters, or types of matters, to which those disclosures relate);

(c) if relevant, the reviewer's appointment;

(d) the election of any Committee Members, including the President, Secretary and the Treasurer as provided for in clause 9.6;

(e) consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM; and

(f) consideration of any other items of business that have been properly submitted for consideration at the AGM.

8.6 **SGM:** The Committee must call a SGM if determined by a majority of Committee Members or if it receives a written request stating the purpose of the SGM from 30% of Members

8.7 **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.

8.8 **Method of holding meeting:** A General Meeting may be held by a quorum of people being assembled at the time and place appointed by the Committee or by means of audio link, audio-visual link or any other form of communication approved by the Committee.

Quorum:

The quorum for a General Meeting will be five, unless the number of members eligible to vote at the date of notice of a General Meeting is more than five in which case the quorum for a General Meeting will be eight of the Members who are entitled to vote, including Members present by casting votes by electronic means or by proxy. A quorum must always be present during the General Meeting.

8.9 **No quorum at AGM:** If a quorum is not met within 30 minutes of the AGM's scheduled start time, the AGM is adjourned to a day, time and place set by the Chair of the AGM (which date may not be less than 6 nor more than 30 days after the date of the AGM). Notice of the day, time and place for the adjourned AGM must be given to all Members as soon as reasonably possible after the original scheduled AGM. If no quorum is met at the further AGM, the Members present, in person or through audio, audio visual link or other electronic communication, 15 minutes after the further AGM's scheduled start time, are deemed to constitute a valid quorum.

8.10 **No quorum at SGM:** If a quorum is not met within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled.

8.11 **Control of General Meetings:** The President elected pursuant to clause 10.4, chairs General Meetings. If that person is unavailable, a 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.

8.12 **Omissions and irregularities:** The General Meeting and its business will not be invalidated by:

(a) one or more Members not receiving notice of the meeting;

(b) notice not being given within the required time frame; or

(c) an accidental irregularity, error or omission in the notices, agendas or papers of the meeting or notice.

8.13 **Attendance:** Members and any other persons invited by the Committee are eligible to attend and speak at General Meetings.

8.14 **Voting:** A Member is entitled to exercise one vote on any motion at a General Meeting in person or by proxy unless:

(a) their membership has been suspended as set out in clause 6.1 of this Constitution;

(b) other than through the exercise of the proxy in accordance with clause 8.16, the Member is under the age of 16 years at the time of the meeting.

8.15 **Voting by electronic means:** Voting by electronic means is permitted.

8.16 **Voting by proxy:** Proxy voting is permitted [only for Members less than 16 years of age]. Parents or guardians of Members less than 16 years who attend General Meetings carry the proxy for those Members. They must identify which junior Member they represent by proxy at the beginning of any General Meeting. For all other Members, the chair of the General Meeting must receive notice of the proxy signed by the Member prior to the start of the meeting as follows: *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].*

8.17 **Conduct of voting:** Voting is conducted by a show of hands, or an equivalent electronic process, of those Members eligible to vote (and including votes cast by post or electronic means where permitted by the Committee), unless a secret ballot is called for and approved by the chair or 5 Members or as otherwise required under this Constitution.

8.18 **Minutes:** Minutes must be kept of all General Meetings.

8.19 **Resolution:** An Ordinary Resolution of Members at a General Meeting is sufficient to pass a resolution, except as specified in the Act or this Constitution.

8.20 **Written resolutions**: A resolution in writing signed, or consented to by email or other electronic means, by at least a 75% majority of Members entitled to vote is valid and effectual as if it had been passed at a General Meeting property convened and held. Any such resolution may consist of:

(a) several documents in similar form each signed by one or more Members; or

(b) several emails in similar form each sent or transmitted by a separate Member.

9. Committee

9.1 **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, this includes the authority to apply for grants and funding on behalf of the Club, and to sign any associated documents. The Committee may allocate amongst the Committee Members, specific roles or functions.

9.2 **Composition:** The Committee consists of the President, the Secretary, the Treasurer and up to 5 persons elected at the AGM under clause 9.6. A majority of the Committee Members must be made up of Members (or representatives of bodies corporate that are Members).

9.3 **Role of the President:** The President will:

(a) preside over AGMs and SGMs and meetings of the Committee;

(b) provide an annual report on the operations of the Club to present to the Members at the AGM outlining the Club's activities since the previous AGM;

(c) ensure the affairs of the Club are properly conducted;

(d) undertake activities to promote the Club, good relations and communications between Members and the reputation and best interests of the Club;

(e) attend to such other duties as reasonably required by the Committee; and

(f) comply with this Constitution and the Bylaws.

9.4 **Role of Secretary:** The Secretary will:

(a) attend to all correspondence;

(b) prepare, circulate and maintain a record of the agenda and minutes of all Committee meetings, AGMs and SGMs to those entitled to receive them;

(c) ensure that any subcommittee keeps minutes;

(d) maintain the Member register;

(e) keep and maintain the register of interest disclosures made by Committee Members and other Officers in accordance with clause 12.1;

(f) keep all records;

(g) file the Club's annual return in accordance with clause 15.5;

(h) attend to such other clerical duties reasonably required by the Committee and the Club; and

(i) comply with this Constitution and the Bylaws.

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

9.5 **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;

(c) keep the Club's financial accounts, ensure that financial statements are prepared and reviewed, submit appropriate financial statements at the AGM and undertake other tasks required by the Committee; and

(d) comply with this Constitution and the Bylaws.

9.6 **Election of 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 30 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 30 Days before the AGM;

(c) the Committee must give notice of the nominations to all Members in the notice of the AGM agenda provided under clause 8.2.

(d) at the AGM, if there are more nominees than number of positions available, an election is to be held by secret ballot, unless otherwise decided by the chair of the General Meeting and approved by a Special Resolution. 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, a vote will be held to confirm the nominee's election;

(h) if no written nominations have been received in accordance with 9.6(b) above, nominations may be taken from the floor and a vote held to confirm any nominee's election; and

(i) if a position remains unfilled following the AGM, the Committee may appoint a person of their choice to fill the position.

9.7 **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.

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

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

(b) 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 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 contemplated in 9.8(a) above occur to an existing Committee Member, they are deemed to have vacated their office upon the relevant authority making an order or finding against them of any of those circumstances.

9.9 **Term of office:** The term of office for all Committee Members is 2 year(s), expiring at the end of the relevant AGM. A Committee Member may be re-elected to the Committee for a maximum of 4 consecutive term(s) of office. The term of any period served to fill a Casual Vacancy is disregarded for the purposes of calculating the total term served.

9.10 **Casual Vacancy:** If a Casual Vacancy of a Committee Member 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.

9.11 **Suspension of Committee Member:** If any Committee Member is or may be the subject of an allegation, notice or charge described in the headed "**Disqualification**" (clause 9.8) 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 suspend the Committee Member in question from the Committee and set conditions it requires pending the final determination of the allegation, notice, charge or circumstances. Before imposing any suspension, the Committee Member must be given notice of the suspension.

9.12 **Removal of Committee Member:**

(a) The Committee may, by Special Resolution, remove any Committee Member before the expiry of their term of office if the Committee considers the Committee Member concerned:

(i) has seriously breached their duties under this Constitution or the Act; or

(ii) is no longer a suitable person to be a Committee Member; or

(iii) is involved with, interested in, or otherwise closely connected to a person or activity which has or may bring the Club or Athletics into disrepute or

which may be prejudicial to the purposes or the interests of the Club and/or Athletics if they remain as 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 the motion must be given:

(i) notice that a Committee meeting is to be held to discuss the motion to remove the Committee Member;

(ii) adequate time to prepare a response;

(iii) the opportunity prior to the Committee meeting to make written submissions; and

(iv) the opportunity to be heard at the Committee meeting.

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

(a) their term expires;

(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; or

(e) the person passes away.

10. Committee meetings

10.1 **Calling meetings:** Committee meetings may be called at any time by the Chair or by 3 Committee Members, but generally the Committee meets bi-monthly.

10.2 **Meeting procedure:** Except to the extent specified in the Act or this Constitution, the Committee may regulate its own procedure.

10.3 **Quorum:** The quorum for a Committee meeting is 5 Committee Members. Any Committee Member may be counted for the purposes of a quorum, participate in any Committee meeting 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.

10.4 **President:** The Committee will elect the President from amongst the Committee Members. The President will chair Committee meetings and General 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.

10.5 **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 does not have a casting vote.

10.6 **Resolution in writing:** A resolution in writing signed or consented to by email or other electronic means by a majority of Committee Members is valid as if it had been passed at a Committee meeting. Any resolution may consist of several documents in the same form each signed by one or more Committee Members.

11. Officer's Duties

11.1 **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;

(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; or

(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 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; and

(h) must comply with this Constitution and the Bylaws.

12. Conflicts of Interests

12.1 **Register of interests:** The Committee must keep a register of interest disclosures made by Committee Members. The Committee must present a summary at each AGM of the nature and extent of any disclosures recorded during the year (such summary does not need to disclose the identity of the Interested party nor the details of the interest disclosed).

12.2 **Duty to disclose interest:** A Committee Member or any other Officer who is Interested in a Matter being considered by or affecting 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 and include in the interests register as soon as practicable after the Committee Member becomes aware that they are Interested in the Matter.

12.3 **Consequences of being Interested:** A Committee Member who is Interested in a Matter:

(a) must not:

(i) take part in any Committee discussion relating to the Matter or be present at the time of the Committee decision;

(ii) vote or take part in a decision of the Committee relating to the Matter; and

(iii) 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; but

may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.

12.4 **Calling of SGM:** Despite clause 12.3, if a majority of Committee Members are Interested in a Matter, an SGM must be called to consider and determine the Matter.

12.5 **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.

13. Subcommittees

13.1 **Appointment:** The Committee may appoint subcommittees for such purposes as it thinks fit. Subcommittees will consist of such persons (whether or not Members) as determined by the Committee or, where authorised by the Committee, the chair of the subcommittee.

13.2 **Procedure:** Unless otherwise resolved by the Committee:

(a) meetings of a subcommittee may be held in person or by teleconference or by audio or electronic communications or other means by which those participating may hear each other simultaneously;

(b) the quorum of every subcommittee is a 75% majority of the members of the subcommittee;

(c) the subcommittee shall have power to co-opt additional members to the extent the subcommittee resolves that it is necessary to fulfil the applicable purpose of the subcommittee's formation;

(d) no subcommittee shall have the authority to commit the Club to any obligation or financial expenditure without express written authority from the Committee; and

(e) no subcommittee may delegate any of its powers or responsibilities.

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

(a) several documents in similar form each signed by one or more members of the subcommittee; or

(b) several emails in similar form each sent or transmitted by a separate member of the subcommittee.

14. Patrons

14.1 A person may be invited by a majority of the Committee to be a Patron to show their support for the Club and to help establish or maintain public credibility of the Club. The Patron must accept their appointment by the Committee.

14.2 A Patron is entitled to attend and speak at General Meetings but has no right to vote.

15. Finances

15.1 **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.

15.2 **Balance date:** The Club's balance date is September 30th or on the date as the Committee decides.

15.3 **Financial reporting:** The Committee shall ensure that annual financial statements are prepared and registered in accordance with the Act and all other regulatory requirements.

15.4 **Review of financial statements:** The Club's financial statements must be reviewed each year and the reviewed financial statements must be submitted to the AGM. The initial reviewer will be appointed by the Committee.

15.5 **Annual Return**: The Committee shall ensure that an annual return is given to the Registrar for registration within 6 months of the Balance Date and contain the prescribed information in accordance with the regulations prescribed pursuant to the Act.

15.6 **No personal benefit:** The Members, Committee Members and other Officers may not receive any distributions of profit or income from the Club. This does not prevent Members, Committee Members and other Officers:

(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 Member, Committee Member or other Officer 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.

16. Indemnity and insurance

16.1 **Indemnity for liability**: The Club shall indemnify each Committee Member and may indemnify its employees in respect of:

(a) liability to any person other than the Committee for any act or omission in their capacity as a Committee Member or employee, not being criminal liability or a liability that arises out of a failure to act in good faith and in what the Committee Member believes is the best interests of the Club when acting in the capacity as a Committee Member or employee; and

(b) costs incurred by that Committee Member or employee in defending or settling any claim or proceeding relating to any such liability.

16.2 **Indemnity for costs**

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

(a) that relates to the liability for any act or omission in their capacity as a Committee Member or employee of the Club, not being criminal liability or a liability that arises out of a failure to act in good faith and in what the Committee Member or employee believes is the best interests of the Club when acting in the capacity as a Committee Member or employee; and

(b) where judgment is given in their favour, or where they are acquitted, or is discontinued.

16.3 **Insurance:** With the prior approval of its Committee, the Club may effect insurance for its current and former Committee Members, other Officers, Members and employees as permitted by section 97 of the Act.

17. Information

17.1 **Request for information:** A Member may at any time make a written request to the Club for information held by the Club, including the annual financial statement or the minutes presented at the most recent AGM. Such request must specify the information sought in sufficient detail to enable it to be identified. The Club must, within a reasonable time after receiving the request, provide, agree to provide, or refuse to provide, the information requested in accordance with the Act.

18. Amendments

18.1 **Amendments:** This Constitution may only be amended or replaced by an Ordinary Resolution of Members at a General Meeting.

18.2 **No amendment:** No addition to, deletion from or alteration of this Constitution may be made which would allow personal pecuniary profits to any individuals.

18.3 **Minor effect or technical alteration:** If an amendment to this Constitution would have no more than a minor effect or is to correct errors or makes similar technical alterations, then the Committee may give notice of the amendment to every Member stating the text of the amendment and the right of Members to object to the amendment. If the Committee does not receive any objections from Members within 30 Days after the date on which the notice is sent, or any longer period of time that the Committee decides, then the Committee may make that amendment. If it does receive an objection, then the Committee may not make the amendment.

19. Bylaws and Integrity

19.1 **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. Any Bylaw must be consistent with this Constitution, the Club's purposes set out in clause 3, the constitution of Athletics New Zealand, the Act and any other laws. All Bylaws are binding on the Club, Members, Committee Members and other Officers. The making, amendment, revocation, or replacement of a Bylaw is not an amendment of this Constitution. A copy of the Bylaws for the time being, shall be available for inspection at the registered office of the Club by any Member during ordinary business hours.

20. Notices

20.1 **Notices:** A notice may be given by the Club to any Member either personally, by posting on the Club's website or social media account, or by sending it to the Member at the address supplied by the Member (including by email or other electronic communication).

21. Dispute resolution

21.1 **Definitions:** In this clause 21:

(a) **Dispute** means a disagreement or conflict between and among any one or more Members, any one or more Officers and the Club, that relates to an allegation that:

(i) a Member or an Officer or the Club has engaged in misconduct; or

(ii) a Member or Officer has breached, or is likely to breach, a duty under this Constitution or the Act; or

(iii) a Member's rights or interests as a Member have been damaged or Members' rights or interests generally have been damaged.

(b) **Disputes Procedure** means the procedure for resolving a Dispute set out in clauses 21.4 to 21.13;

(c) a **Member** is a reference to a Member acting in their capacity as a Member;

(d) an **Officer** is a reference to a Committee Member or other Officer acting in that capacity.

21.2 **Application of other legislation to a Dispute:** The Disputes Procedure will have no effect to the extent that it contravenes, or is inconsistent with, any law applicable to the Club.

21.3 **Application of other procedures under this Constitution or in a Bylaw:** If the Dispute is dealt with by a separate procedure under this Constitution or in a Bylaw (**Other Procedure**), that Other Procedure applies to the exclusion of the Disputes Procedure. If any part of the Other Procedure is inconsistent with the rules of natural justice, that part will not apply, but the remainder of the Other Procedure will continue to apply together with adjustments as determined by the Committee in its sole discretion so that the Other Procedure is consistent with the rules of natural justice.

21.4 **Raising a complaint:**

(a) A Member or an Officer may start the Disputes Procedure by giving written notice (a **Complaint**) to the Committee setting out:

(i) that the Member or Officer is starting a Dispute Procedure;

(ii) the allegation to which the Dispute relates and who the allegation is against; and

(iii) any other information reasonably required by the Club.

(b) The Club may make a Complaint involving an allegation against a Member or an Officer by giving written notice to the person concerned setting out:

(i) that the Club is starting a Dispute Procedure; and

(ii) the allegation to which the Dispute relates.

(c) The information given must be enough to ensure a person against whom the Complaint is made is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.

21.5 **Investigating and determining Disputes:** The Committee must as soon as is reasonably practicable after receiving or becoming aware of a Complaint, ensure the Dispute is investigated and determined, or referred pursuant to clause 21.7. Disputes must be dealt with in a fair, efficient, and effective manner. The Committee will promptly notify Athletics New Zealand in writing upon receipt of any Complaint.

21.6 **Decision to not proceed with a matter:** Despite the contents of the Disputes Procedure, the Committee may decide not to proceed with a Complaint if:

(a) the Complaint is trivial; or

(b) the Complaint does not appear to disclose or involve any allegation of the following kind:

(i) any material misconduct; or

(ii) any material breach or likelihood of material breach of a duty under this Constitution or the Act; or

(iii) any material damage to a Member's rights or interests; or

(c) the Complaint appears to be without foundation or there is no apparent evidence to support it; or

(d) the person who makes the Complaint has an insignificant interest in the matter; or

(e) the conduct, incident, event, or issue giving rise to the Complaint has already been investigated and dealt with under this Constitution; or

(f) there has been an undue delay in making the Complaint.

21.7 **Referral of Complaints:** Subject to clause 21.8, the Committee may refer a Complaint to:

(a) a hearing body or person authorised, delegated or appointed by the Committee to hear and resolve Disputes, and includes an arbitral tribunal (**Hearing Body**); or

(b) a subcommittee or an external person to investigate and report; or

(c) an Applicable Disputes Body constituted by Athletics New Zealand; or

(d) any type of consensual dispute resolution with the consent of all parties to the Complaint.

21.8 **Mandatory Referrals of Complaints:** The Committee must refer a Complaint to the Applicable Disputes Body where the Dispute relates to a breach of the rules, regulations and policies of Athletics New Zealand, including its code of conduct.

21.9 **Hearing Body:** The Committee may determine the composition, jurisdiction, functions and procedures of, and any sanctions which can be imposed by, any

Hearing Body. A Hearing Body has delegated authority by the Committee to resolve, or assist to resolve Complaints.

21.10 **Bias:** A person may not act as a decision maker in relation to a Complaint if two or more members of the Committee or the Hearing Body consider there are reasonable grounds to believe that the individual may not be:

(a) impartial; or

(b) able to consider the matter without a predetermined view.

21.11 **Complainant's right to be heard:**

(a) The Member or Officer making the Complaint has a right to be heard before the Complaint is resolved or any outcome is determined.

(b) If the Club makes a Complaint, the Club has a right to be heard before the Complaint is resolved or any outcome is determined, and an Officer may exercise that right on behalf of the Club.

(c) A Member or Committee Member or the Club must be taken to have been given the right to be heard if:

(i) they have a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and

(ii) an oral hearing is held if the Committee, Hearing Body or other decision maker considers that an oral hearing is needed to ensure an adequate hearing; and

(iii) an oral hearing (if any) is held before the Committee, Hearing Body or other decision maker; and

(iv) the Member's, Officer's or the Club's written statement or submission, if any, are considered by the Committee, Hearing Body or other decision maker.

21.12 **Respondent's right to be heard:**

(a) This clause 21.12 applies if a complaint involves an allegation that a Member, an Officer, or the Club (**Respondent**):

(i) has engaged in misconduct; or

(ii) has breached, or is likely to breach, a duty under the Constitution, Bylaws or the Act; or

(iii) has damaged the rights or interests of a Member or the rights or interests of Members generally.

(b) The Respondent has a right to be heard before the Complaint is resolved or any outcome is determined.

(c) If the Respondent is the Club, an Officer may exercise the right on behalf of the Club.

(d) A Respondent must be taken to have been given the right to be heard if:

(i) the Respondent is fairly advised of all allegations concerning the Respondent, with sufficient details and time given to enable the Respondent to prepare a response; and

(ii) the Respondent has a reasonable opportunity to be heard in writing or at an oral hearing, if one is to be held; and

(iii) an oral hearing is held if the Committee, Hearing Body or other decision maker considers that an oral hearing is needed to ensure an adequate hearing; and

(iv) an oral hearing (if any) is held before the Committee, Hearing Body or other decision maker; and

(v) the Respondent's written statement or submissions, if any, are considered by the Committee, Hearing Body or other decision maker.

21.13 **Appeals:** Subject to law, there is no right of appeal or review of a decision made under these dispute resolution procedures unless specified in this Constitution. However, where a party is dissatisfied with the outcome of a dispute heard under this Constitution, they may appeal the decision to Athletics New Zealand, provided that:

(a) the appeal is lodged in accordance with the procedures and timeframes set by Athletics New Zealand; and

(b) Athletics New Zealand accepts jurisdiction to hear the appeal.
In the absence of an accepted appeal, the original decision shall be final and binding.

22. No financial gain

22.1 **No financial gain:** Without limiting section 24 of the Act, no financial gain shall be made from the Club by any of its Members, except that:

(a) any Member may receive full reimbursement for reasonable expenses legitimately incurred by that Member in connection with the affairs of the Club;

(b) the Club may pay reasonable and proper remuneration to any Committee Member or employee of the Club in return for services actually rendered to the Club;

(c) any Member may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by the Member or by any firm or entity that the Member is a member, employee or associate in connection with the affairs of the Club; and

(d) any Member may retain any remuneration properly payable to that Member by any company or undertaking with which the Club may be in any way concerned or involved for which that Member has acted in any capacity whatever, notwithstanding that that Member's connection with that company or undertaking is in any way attributable to that Member's connection with the Club.

23. Liquidation and removal

23.1 **Decision to liquidate or remove from register:** At a General Meeting, the Members may, by a Special Resolution, resolve to:

(a) appoint a liquidator;

(b) request that the Registrar remove the Club from the Register of Incorporated Societies pursuant to section 175 of the Act,

and that decision shall be effective from the date of that resolution (or such later date specified in that resolution).

23.2 **Notice:** The Committee must give notice in accordance with section 228 of the Act to all Members at least 30 Days prior to the General Meeting at which a resolution under clause 23.1 is to be considered.

23.3 **Surplus assets:** In the event of the liquidation of the Club or its proposed removal from the Incorporated Societies Register, any surplus assets of the Club, after the settlement of all liabilities, must be distributed to Athletics Northland Centre or any other not for profit entity that shares similar purposes to the Club .

24. Matters not provided for

24.1 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.

25. Transition

25.1 **Transition:** This clause 25 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.

25.2 **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 three months and is solely to enable flexibility in the transition of the Club from the previous constitution to this Constitution and to correct any unintended consequences occurring through different wording being used.

25.3 **Transition of Committee Members:**

(a) committee members under the previous rules/constitution continue

(b) the number of terms served under the previous rule/constitution count towards any maximum number of terms in this constitution