



Tokoroa Bowling Club Incorporated

Incorporated Society No. 213398

NZBN: 9429042892540

Constitution

Adopted at an Annual General Meeting on 25 May 2014

Amendments adopted at an Annual General Meeting on 25 July 2020

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Tokoroa Bowling Club Incorporated

Constitution

PART I – OBJECTS & POWERS

1. Name

- 1.1 The name of the Club shall be the "**Tokoroa Bowling Club Incorporated**", which is abbreviated in this Constitution as the "**Club**".

2. Interpretation

- 2.1 In this Constitution, unless the context otherwise requires:

"**AGM**" means an Annual General Meeting of the Club convened pursuant to Rule 19.1 (Annual General Meeting).

"**Appointed Personnel**" means any individuals who are appointed to positions of responsibility at the Club by the Board, including coaches, greenkeepers, selectors, umpires, and tournament directors, but excludes any Officer.

"**Board**" means the body that is responsible for the governance and management of the Club as described in this Constitution.

"**Board Member**" means any person elected or co-opted to the Board in accordance with this Constitution.

"**Bowls New Zealand**" means Bowls New Zealand Incorporated.

"**Bowls New Zealand Board**" means the Board of Bowls New Zealand.

"**Bowls New Zealand Constitution**" means the constitution of Bowls New Zealand.

"**Bowls New Zealand Judicial Committee**" means the Bowls New Zealand judicial committee established in accordance with the Bowls New Zealand Regulations or, in the absence of such Bowls New Zealand Regulations, as determined by the Bowls New Zealand Board.

"**Bowls New Zealand Regulations**" means the regulations of Bowls New Zealand made in accordance with the Bowls New Zealand Constitution. All Bowling Clubs and these members are bound by these regulations.

"**Bowls Side**" means a Bowls Team including Singles Player plus a Coach, Manager and/or other official.

"**Bowls Team**" means a pair, four or triple of bowls players

"**Casual Member**" means a person who does not wish to play bowls in Centre Sanctioned Events but wishes to enjoy an on-going association with the Club. Casual Members shall be entitled to participate in Club Bowling Events but shall not play in Club Open

Tournaments or any events that leads to club representation at Centre or National Events. They shall have the right to hold office in the Club and to speak and vote at Club General Meetings.

“Capitation Fees” means fees payable by the Club to the Centre based on the number of Playing members under the jurisdiction of the Club as at the previous 31st day of December

“Centre” and **“the Centre”** means Bowls Waikato Incorporated.

“Centre Board” means the management committee, board, or other committee, however described, of the Centre that is responsible for the governance of the Centre.

“Centre Board Member” means a person appointed to the Centre Board.

“Centre Constitution” means the constitution of the Centre of which the Club is a member.

“Centre District” means the geographical area from Rangiriri in the north, to Taumaranui in the south, and from Raglan/Kawhia in the west, to Matamata in the east.

“Centre Level” means during, or in connection with, a Game(s) of Bowls held by a Centre which is not part of a National Event, or which involves Members whether or not connected to a Game(s) of Bowls other than at a National Event or at Club Level or International Level.

“Centre Manager” means the person designated by the Centre as responsible for the functions of the Centre Manager as specified in this Constitution and the Centre Constitution (who may also be known as the Centre Secretary).

“Centre Regulations” means the regulations of the Centre of which the Club is a member.

“Chairperson” has the meaning specified in Rule 14.3 (Chairperson).

“Clearance Certificate” means the certificate described in Rule 6.6.

“Club” means Tokoroa Bowling Club Incorporated.

“Club Level” means during or in connection with, a Game(s) of Bowls held by the Club which is not at Centre Level or part of a National Event, or which involves Members whether or not connected to a Game(s) of Bowls other than at Centre Level, at a National Event or International Level.

“Club Regulations” means any regulations promulgated by the Board pursuant to Rule 28 (Club Regulations).

“Constitution” when used in relation to the Club means this Constitution together with any amendments.

“Controlling Body” has the same meaning as in Law 1.1 of the Laws of the Sport of Bowls.

“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 30 Days) this means clear days’, so it should be calculated by excluding the date of notice (or other relevant action) and the date of the meeting (or other relevant activity).

“Delegate” means a person appointed by the Club under Rule 18.1 to represent the Club at General Meetings of the Centre.

“Dispute” means a situation where a Member has a grievance or difference about the meaning or effect of any rule, provision, decision, policy, practice, right, privilege or direction determined by another Member. A Dispute shall **not** include any grievance or difference about the meaning or effect of any rule of the Bowls New Zealand Anti-Doping and Anti-Match Fixing Domestic Regulations, any decision of the Bowls New Zealand Board, or a matter which involves an allegation of Misconduct.

“Game of Bowls” means the game played on outdoor or indoor flat greens and defined in more detail by the Laws of the Sport of Bowls.

“General Meeting” means either an AGM or a SGM of the Club.

“Governing Documents” means this Constitution, the Club Regulations (if any), the Centre Constitution, the Centre Regulations (if any), the Bowls New Zealand Constitution, and the Bowls New Zealand Regulations.

“Individual Member” means a person who is a member of Bowls New Zealand, and/or a Centre and/or a Club pursuant to Rule 7, 8 & 9 of this Constitution and includes Life Members, Playing Members, Limited Playing Members, Non-Playing Members and Casual Members.

“Intellectual Property” means all rights and goodwill in any copyright works, business names, names, trademarks (or signs), logos, designs, patents or service marks relating to the Club or any event, or any competition or bowls activity or programme of or conducted, promoted or administered by the Club provided that such property is not the intellectual property of Bowls New Zealand as defined in the Bowls New Zealand Constitution.

“International Level” means during, or in connection with, a Game(s) of Bowls held between New Zealand and another country or a region situated outside of New Zealand, or which involves individuals who are Appointed Personnel appointed by the Bowls New Zealand Board, Officers, appointed or elected in accordance with the Bowls New Zealand Constitution, and/or National Representatives, whether or not connected to a Game(s) of Bowls.

“Laws of the Sport of Bowls” means the laws for playing the Game of Bowls as approved by World Bowls.

“Life Member” means any person who has been granted life membership of the Club pursuant to Rule 7.1 (Life Membership) of this Constitution, and any person who was granted life membership of the Club under the former Constitution of the Club (unless their membership has been terminated by the Club or they have resigned from membership).

“Member” means a member of the Club as specified in Rule 6 (Membership) of this Constitution.

“Membership Form” means the prescribed Bowls New Zealand membership form (if any) or any other form which the Club and Bowls New Zealand agree is suitable for collection of information from persons seeking to be Members of the Club.

“Membership Year” means each twelve month period from 1 November to 31 October.

“Misconduct” means, but shall not be restricted to, situations where a Member:

- (a) breaches any provision of the Laws of the Sport of Bowls;
- (b) deliberately loses or attempts to lose a Game of Bowls or plays unfairly; unless it is match fixing in which case the Bowls New Zealand Anti-Match Fixing Domestic Regulation shall apply;
- (c) alters a bowl after it has been stamped by a registered bowls tester without submitting it for retesting and restamping;
- (d) at any event, function or activity of the Club whilst on the property of the Club, uses any profane, indecent or improper language;
- (e) at any time or place engages in offensive or insulting behaviour towards the Club, or any member of the Club, or any person acting for or on behalf of the Club;
- (f) breaches:
 - (i) any provision of the Constitution, or the Bowls New Zealand Constitution or the constitution of a Centre;
 - (ii) this Regulation or the regulations (other than the Bowls New Zealand Anti-Doping Regulation), by-laws or other rules (however described) of Bowls New Zealand or a Centre;
 - (iii) any policies of the Club, Bowls New Zealand or a Centre;
 - (iv) any reasonable direction of the Club, Bowls New Zealand or a Centre (or person authorised on their behalf);
 - (v) any decision of a General Meeting, the Board or any decision of any equivalent bodies of Bowls New Zealand or a Centre;
- (g) acts in a manner which brought, or could bring, the Club, Bowls New Zealand, or a Centre into disrepute;
- (h) acts in a manner unbecoming of a Member, or which is prejudicial to the Objects and/or the objects of Bowls New Zealand and/or a Centre;
- (i) fails or refuses, for a period of one calendar month to pay any fine or monetary penalty imposed by the Club, Bowls New Zealand, and/or a Centre or any authority under the jurisdiction of the Club, Bowls New Zealand or a Centre; and/or
- (j) aids or abets any of the conduct specified in (a) to (i) above.

“National Event” means a bowls event held by, or under the auspices of, or administered by Bowls New Zealand (and held at a Centre or Club venue as determined by Bowls New Zealand National Events may be held on an open, invitation, or limited entry basis. A National Event shall be deemed to start at the commencement of the official opening, manager’s meeting or pre-event briefing immediately preceding the event (whichever is the earlier) and shall end at the conclusion of the official closing, prize giving or official Bowls New Zealand function for the event (whichever is the latter).

“Objects” means the objects of the Club as specified in Rule 4 (Objects) of this Constitution.

“Officer” means an individual who is appointed or elected to a position of office in the Club in accordance with this Constitution (such as the Patron or a Board Member).

“Official” means any individuals who are Appointed Personnel or Officers.

“Ordinary Resolution” means a resolution passed by a majority of the votes properly cast by those Voting Members present and entitled to vote at the General Meeting at which the vote is occurring.

"Playing Member" means a person who wishes to enjoy the playing and other privileges and advantages of full membership of the Club and in particular have the right to hold office in the Club and to speak and vote at Club General Meetings and have the right to full or limited use of the Club greens as determined by the Board and as otherwise limited by the Bowls New Zealand Regulations and the Centre Regulations. Playing Members have the right to enter into any applicable Bowling competition, tournament or match held by the Club or if selected, to represent the Club in Centre Sanctioned competitions, tournaments and matches. A Playing Member may also be a Life Member if they are appointed as such pursuant to Rule 7.1 (Life Members) of this Constitution, or a Student Member.

"President" and **"Vice-President"** means the President and Vice-President of the Club elected in accordance with this Constitution.

"Privacy Officer" means the person appointed by the Board to address privacy matters at the Club.

"Region" means the geographical area of Region 2 as defined in the Bowls New Zealand Constitution.

"Regional Centres" means the Centres of Auckland Bowls Incorporated, Bowls Wellington Incorporated and Bowls Canterbury Incorporated, or other such replacement and/or additional bodies as appointed by the Bowls New Zealand Board in accordance with the Bowls New Zealand Constitution.

"Regional Judicial Committee" means the regional committee(s) in the Region stabled in accordance with the Bowls New Zealand Regulations or in the absence of such Bowls New Zealand Regulations, as determined by the Bowls New Zealand Board.

"Register of Members" means the register described in Rule 9 (Register of Members).

"Regulations Register" means the Register held and maintained by the Secretary in which is recorded the information referred to in Rule 28.1 (Board to Determine).

"Rules" means the rules of this Constitution.

"Rules of the Sports Tribunal" means the rules of the Sports Tribunal of New Zealand.

"Safety Officer" means the person appointed by the board to address Health & Safety matters at the Club. Also known as Health & Safety Officer.

"Secretary" means the secretary or equivalent officer of the Club.

"SGM" means a Special General Meeting of the Club convened in accordance with this Constitution.

"Special Resolution" means a resolution passed by two-thirds of the votes properly cast by those Voting Members present and entitled to vote at the General Meeting at which the vote is occurring.

"Sports Tribunal" means the Sports Tribunal of New Zealand established under the Sport and Recreation New Zealand Act 2002 and continued under the Sports Anti-Doping Act 2006.

“Voting Members” means those persons entitled to vote at General Meetings of the Club as specified in this Constitution.

2.2 **Construction:** In this Constitution:

- a. a gender includes all other genders;
- b. the singular includes the plural and vice-versa;
- c. any reference to legislation includes any regulation, order-in-council or other instrument issued or made under that legislation, and any modification or re-enactment of that legislation, or any legislation enacted in substitution of that legislation;
- d. any agreement includes that agreement as modified, supplemented, innovated or substituted from time to time;
- e. a reference to persons includes bodies corporate;
- f. a reference to a person includes the legal personal representatives, successors and permitted assigns of that person; and
- g. headings and the contents page are for reference only and are to be ignored in construing this Constitution.

3. **Registered Office**

- 3.1 The registered office of the Club shall be the business address of the **Tokoroa Club Incorporated, 54 Chambers Street, Tokoroa 3420** to which office all correspondence for consideration by the Club shall be sent.

4. **Objects**

- 4.1 In the geographical area in which the Club operates, the objects of the Club are to:
- a. be responsible for the administration, promotion, and development of the Game of Bowls;
 - b. encourage participation in the Game of Bowls as an amateur game which provides health, recreation, and other community benefits for all New Zealanders;
 - c. be a member of Bowls New Zealand and the Centre and, to the extent applicable, comply with and enforce the Bowls New Zealand Constitution, the Bowls New Zealand Regulations, the Centre Constitution, and the Centre Regulations;
 - d. encourage achievement in the Game of Bowls;
 - e. enforce the Laws of the Sport of Bowls;
 - f. promote the health and safety of all participants in the Game of Bowls;
 - g. encourage and promote the Game of Bowls as a sport to be played in a manner which upholds the principles of fair play and is free from doping, match fixing or any other activity that would compromise these principles;

- h. provide information, assistance and resources to its Members;
- i. manage the financial affairs of the Club consistent with best business practice;
- j. where appropriate, give and seek recognition for Members for their involvement in the Game of Bowls or other services to the community;
- k. allow Members and others to use the premises, facilities, and equipment of the Club and impose conditions on such use;
- l. encourage the improvement of the premises and facilities of the Club to facilitate the enjoyment of the Game of Bowls by Members and the community;
- m. develop and train players, Officials, and other personnel involved in the Game of Bowls;
- n. apply its property and capacity in pursuit of the objects of Bowls New Zealand, the Centre, the Club and the Game of Bowls;
- o. do all that is reasonably necessary to enable the objects of Bowls New Zealand, the objects of the Centre and these Objects to be achieved;
- p. act in good faith and with loyalty to ensure the maintenance and enhancement of Bowls New Zealand, the Centres, the Club, and the Game of Bowls, and their standards, quality and reputation for the collective and mutual benefit of the Members and the Game of Bowls;
- q. at all times operate with, and promote, mutual trust and confidence between Bowls New Zealand, the Regional Centres, the Centres, the Club, and the Members, in pursuit of these Objects; and
- r. at all times to act on behalf of, and in the interests of, the Members and the Game of Bowls.

5. Powers

5.1 The powers of the Club are to:

- a. determined, raise and receive money by subscriptions, donations, fees, levies, gate charges, sponsorship, government funding, local authority funding and gaming grants or otherwise;
- b. construct, maintain and alter any buildings, premises or facilities and carry out works it considers necessary or desirable for the advancement or improvement of such buildings, premises, or facilities with consent of the Tokoroa Club Inc;
- c. determine regulations, policies and procedures for the governance, management and operations of the Game of Bowls in the Club which are not inconsistent with the Bowls New Zealand Constitution, Bowls New Zealand Regulations, the Centre Constitution, or the Centre Regulations;
- d. determine, implement, and enforce disciplinary procedures for its Members, including imposing sanctions provided that such procedures are consistent with the

Bowls New Zealand Constitution, Bowls New Zealand Regulations, the Centre Constitution, or the Centre Regulations;

- e. recommend to the Tokoroa Club Inc regarding engaging or appointing and at please removing green keepers and other employees and/or contractors, defining their duties and powers and fix and determining the salaries, remunerations and emoluments. No member or associated person of a member shall be entitled to derive or otherwise receive any benefit or advantage where that member is able to determine or materially influence the amount or nature of that benefit or advantage. However, any member or associate who renders professional or trade services to the Club shall be entitled to be paid all usual professional business and trade charges for work done for the Club;
- f. engage, determine, and terminate the services of personnel and organisations to advise the Club;
- g. contract, engage or otherwise make arrangements with any person or organisations to fulfill the objects of the Club;
- h. be a member of, and contribute to the administration and promotion of Bowls New Zealand, the Centre and the Game of Bowls in New Zealand;
- i. be a member of, affiliate or be associated in any other way, with any organisation which has objects which are similar, in whole or in part, to the objectives of the Club, the Centre and Bowls New Zealand;
- j. determine who are its Members in accordance with the Bowls New Zealand Constitution and the Centre Constitution;
- k. establish and maintain a Board, committees, and other groups and to delegate its powers and functions to such groups;
- l. deliver programmes for competing, coaching, and officiating of the Game of Bowls at Club level which align with any Bowls New Zealand, Regional Centre or Centre programmes and initiatives, including any nationally branded programmes developed by Bowls New Zealand;
- m. establish, organise, and control bowls competitions, tournaments and events in the Club, including determining the rules and conditions of entry for such competitions, tournaments and events **provided that:**
 - i. such competitions, tournaments and events comply with the Bowls New Zealand Constitution, the Bowls New Zealand Regulations, the Centre Constitution, and the Centre Regulations; and
 - ii. the Club has obtained prior approval from the Centre and/or Bowls New Zealand (as applicable) for any Game of Bowls held by or under the auspices of the Club where it is proposed that persons who are not Members may participate or where the Game of Bowls is being held in conjunction with any person or organisation that is not a member of Bowls New Zealand in accordance with the Regulations
- n. award, grant or otherwise honour achievements and services to the Game of Bowls

and the Club;

- o. select Club representatives including players and Appointed Personnel;
- p. establish, maintain, and have an interest in corporate or other entities to carry on and conduct any part of the affairs of the Club and for that purpose, to utilize any of the assets of the Club;
- q. print and publish documents and implement any computer systems or software package that the Club may consider desirable for the promotion of its Objects;
- r. produce, develop, create, licence and otherwise exploit, use, and protect the intellectual Property of the Club;
- s. do any other acts or things which further the Objects of the Club, provided that the above powers shall not limit the rights and powers of the Club as an Incorporated Society under the Incorporated Societies Act .

5.2 The powers specified in Rule 5.1 shall not limit the rights and powers of the Club as an incorporated society under the Incorporated Societies Act 1908.

PART II – MEMBERSHIP

6. Membership

6.1 **Membership Categories:** The categories of membership of the Club, (collectively called “Members”) shall be:

- a. **Playing Members** as described in Rule 2.1 (Interpretation); and
- b. **Casual Members** as described in Rule 2.1 (Interpretation).

6.2 **Subcategories of Membership:** Within the membership categories, specified in Rule 6.1, there may be subcategories of membership as follows:

Playing Members:

Student Members: any person who is enrolled in a full-time course of education a school or tertiary institute, and who is under **19 years of age**, may become a Student Member of the Club. Student Members shall have the same rights and privileges as Full Members except that they cannot vote at General Meetings.

Life Members: any Life Member elected under Rule 7.1 of this Constitution who has rendered outstanding services to the Club, and who wishes to utilize the bowling privileges of the Club, shall be a Life Member. Life Members shall have the same rights and privileges as Full Members. Life Members may elect to be registered as Casual Members and will be subject to the same conditions.

Casual Members: every Casual Member is entitled to:

- play in events for which they have registered;
- participate in other non-playing activities at the Club as determined by the Board;
- and*
- attend, speak, and vote at General Meetings of the Club.

6.3 **Administration:** Following the approval of a new Member, the Secretary shall:

- a. update the Club’s Register of Members; and
- b. notify the Centre and Bowls New Zealand of the new Member with the details necessary to record the new Member on the Centre and Bowls New Zealand registers of members.

6.4 **General Rights & Obligations of Members:** In addition to any specific rights and obligations specified in this Constitution, all Members acknowledge and agree that:

- a. the Governing Documents constitute a contract between each of them and the Club, the Centre, and Bowls New Zealand and they are bound by the Governing Documents;
- b. they shall comply with and observe the Governing Documents, and any determination, resolution or policy which may be made or passed by the Board, the Centre Board, or the Bowls New Zealand Board;
- c. they are subject to the jurisdiction of the Club, the Centre, and Bowls New Zealand;

- d. the Governing Documents are necessary and reasonable for promoting the Objects of the Club, the objects of the Centre, and the objects of Bowls New Zealand;
- e. the Governing Documents are made in the pursuit of a common object, namely the mutual and collective benefit of the Members, the Club, the Centre, Bowls New Zealand and the Game of Bowls; and
- f. they are entitled to all benefits, advantages, privileges and services of membership as conferred by the Governing Documents.

6.5 **Applications for Playing, & Casual Membership:** Unless Rule 6.8 c (Renewal of Membership) applies, all applications for membership of the Club as a Playing Member or a Casual Member must:

- a. be proposed and seconded by two other Members (excluding Casual Members) of the Club;
- b. be submitted to the Secretary (or another authorised representative of the Club) in writing on the Membership Form which must include the full name of the applicant, the applicant's address, the class of membership to which the applicant desires admission, and such other particulars as specified on the Membership Form, and the Membership Form must be signed by the applicant and the proposer and seconder;
- c. include an acknowledgement that upon acceptance as a Member the individual is bound by the Governing Documents;
- d. notify the Club if they have previously been a member of any other club which is a member of Bowls New Zealand so that a Clearance Certificate can be obtained (see Rule 6.6);
- e. agree to pay the applicable subscription(s) by the date(s) specified by the Board; and
- f. be considered by the Board in accordance with Rule 6.7 (Consideration).

6.6 **Clearance Certificate:** Where an applicant is applying for membership of the Club as a Playing Member or Casual Member and the applicant is (or has been previously) a member of another club(s) which is a member of Bowls New Zealand, the Secretary shall require the production of a clearance certificate in the Bowls New Zealand prescribed form from such other club(s), before the applicant may be considered for membership ("Clearance Certificate").

6.7 **Consideration:** Upon receipt of a properly completed application under Rule 6.5 (Applications for Playing & Casual Membership), the Board shall determine whether the application is accepted. The Board may refuse to accept any applicant for membership on any lawful grounds. The Board is not required to give reasons for any refusal to grant membership, but may choose to do so.

6.8 **Duration of Membership for Playing Members & Casual Members:** The duration of membership at the Club (and thus also membership of the Centre and Bowls New Zealand) for all Playing Members & Casual Members (except Life Members) shall:

- a. commence on:
 - i. the commencement date specified in the Membership Form; or
 - ii. if no commencement date is specified in the Membership Form then on the date the person's membership is accepted by the Board; or
 - iii. 1 November each year for all Playing Members and Casual Members who renew their membership in accordance with Rule 6.9 (Renewal of Membership); and
- b. unless the membership is terminated early in accordance with this Constitution, it shall continue until the end of membership date as specified in the Membership Form; or
 - i. if no end date is specified then 31 October (as it occurs within the twelve month period following commencement of membership).

6.9 **Renewal of Membership:** A Playing Member or Casual Member (excluding any Life Member) may annually renew their membership with the Club by paying their annual subscription.

7. **Life Members**

7.1 **Life Membership:** Any Playing Member or Casual Member of the Club may propose that a person be made a Life Member of the Club. Every such proposal shall be made in writing setting out the basis upon which the proposer considers the person has rendered outstanding services to the Club. The application shall first be considered by the Board and if approved by it, shall be put forward for consideration at a General Meeting of the Club. At any General Meeting where such a proposal is being considered, the proposal must be supported by a Special Resolution before life membership is conferred.

7.2 **Duration of Membership for Life Members:** Unless a Life Member's membership is terminated early in accordance with this Constitution, Life Members shall be Members of the Club for their lifetime without any need to comply with clause 6.9 (Renewal of Membership), commencing on the date their life membership is granted.

8. **Subscriptions & Other Fees**

8.1 **Annual Subscriptions:** The annual subscription fee(s) due and payable to the Club by every Playing Member and Casual Member (other than any Life Member) shall be determined as follows:

- a. the Board shall recommend the annual subscription fee(s) for Playing and Casual Members (including any variations for any subcategories of these membership categories) for consideration at a General Meeting;
- b. in providing the recommendation described in Rule 8.1a the Board shall indicate whether the recommended annual subscription fee(s) includes any fees payable to the Centre and Bowls New Zealand; and
- c. the recommended annual subscription fee(s) shall be approved at a General Meeting and if they are not approved the fee(s) shall remain the same as the previous year.

- 8.2 **Additional Fees:** In addition to the annual subscription fee(s) for Playing Members, and Casual Members, the Board may, in its discretion, specify administration, entry, or other fees for particular competitions, tournaments, matches or other activities at the Club, which may be due and payable by any category of Member.
- 8.3 **Payment Date(s):** The Board may determine, in its discretion, the due date(s) for payment of any fees.
- 8.4 **Reduction:** The Board has the power to reduce the annual subscription fee(s) payable by any person seeking to join the Club in any category of membership if the person is seeking to join the Club after the Membership Year has commenced.
- 8.5 **Default by Playing Members, and Casual Members:** If a Playing Member and Casual Member (except a Life Member) has not paid their annual subscription fee(s) or any other moneys owing to the Club within **30 Days** of the due date for payment then that person's membership may be suspended and that person shall not be entitled to exercise or enjoy any right, privilege, or advantage of membership until all such moneys have been paid, unless the Board determines otherwise in special circumstances. Before any suspension can take effect the Club must give written notice to the Member concerned of the outstanding moneys owed.
- 8.6 **Penalty:** The Board may determine a penalty payment (or payments) for any default in payment of any annual subscription fee(s) or other fees by a Member.

9. **Register of Members**

- 9.1 **Membership Return:** The Club shall complete an annual return setting out details of **all** Members of the Club in the form prescribed by Bowls New Zealand. This return must be forwarded to Bowls New Zealand in accordance with Rule 9.2 (Filing Annual Return) for the purposes of:
- a. enabling the Club, Centre, and Bowls New Zealand to comply with section 22 of the Incorporated Societies Act 1908 (by recording the name, address, contact details and date of joining of each Member);
 - b. determining the exact amount of subscription payable by each Member of the Club;
 - c. determining the exact numbers of each category of Member (as outlined in Rule 6.1 – Membership Categories);
 - d. determining the exact amount of the fees payable by the Club to the Centre, and through the Centre to Bowls New Zealand; and
 - e. enabling the Club, the Centre and Bowls New Zealand to meet any contractual statistics and legal obligations they may have to sponsors including the provision of membership lists containing the names and contact details of Members.

- 9.2 **Filing Annual Return:** The Club's annual return, for the period 1 January to 31 December shall be sent to the Centre Manager by 31 January in each year. The Club's annual return must be certified as true and correct by the Club's President and Secretary.
- 9.3 **Failure to File Return:** If the Club fails to forward a full and accurate completed return of all of its Members in the required format by the due date, it shall be deemed to have had its membership of the Centre and Bowls New Zealand suspended and the Members shall be debarred from entering into any Centre or Bowls New Zealand competition or tournament until such time as a completed return is filed by the Club. However, the Club is not required to include in its return of Members the particulars of any Member who has applied for exemption under Rule 9.5 (Exemptions) until such time as the application has been finally determined.
- 9.4 **Privacy Act 1993:** It is a condition of membership of the Club that each Member provide certain personal information about themselves (including their name, contact details, date of joining and the other mandatory personal information sought in the Membership Form). For the purposes of Principles 10-11 of the Privacy Act 1993, the use or disclosure of personal information obtained pursuant to Rule 9.1 (Membership Return) shall, subject to the provisions of Rule 9.5 (Exemptions), be a use or disclosure of information authorised by the individual concerned or a use or disclosure connected with or directly related to the purpose for which the information was obtained.
- 9.5 **Exemptions:** Notwithstanding the provisions of Rule 9.4 (Privacy Act 1993):
- a. should any person object to the disclosure of personal information in the manner prescribed by the Club, they may make application to the Club's Secretary for an exemption. Any application to the Club Secretary for exemption under this provision shall fully state the grounds upon which the applicant relies; and
 - b. any person dissatisfied with the decision of the Club Secretary under this Rule may request that the matter be considered by the Board whose decision shall be final. The Board may, if it wishes to do so, seek input from Bowls New Zealand before making any final determination.
- 9.6 **Inspection of Register:** Any entry on the Register of Members shall, in respect of a Member, be available for inspection by that Member, upon reasonable request and in compliance with the Privacy Act 1993.

10. **Resignation, Suspension & Termination of Membership**

- 10.1 **Methods:** A Member's membership of the Club shall end in any of the following circumstances:
- a. expiry of their membership, unless the person has renewed their membership in accordance with Rule 6.9 (Renewal of Membership);
 - b. resignation of membership as described in Rule 10.2 (Resignation);
 - c. termination for default in fees as described in Rule 10.4 (Suspension & Termination for Default in Fees); or
 - d. termination under Rule 20 (Discipline).

- 10.2 **Resignation:** A Member may resign their membership of the Club by giving not less than **30 Days'** notice in writing to the Secretary (or such other person as designated by the Board). On expiry of the notice period, and provided that the Member has paid all arrears of subscriptions and fees due and payable to the Club, the Member shall cease to be a Member. The Club shall inform the Centre of any resignation once it is effective. If requested to do so, and provided that all relevant conditions are satisfied, the Secretary shall give the former Member a Clearance Certification in the Bowls New Zealand approved form.
- 10.3 **Suspension & Termination of Membership:** For the purposes of this Rule 10 (Resignation, Suspension & Termination), the term "suspension" means the act of suspending a Member from membership of the Club for a defined period of time, unless the terms of the suspension specify otherwise. The term "termination" means the action of expelling the Member and terminating their membership of the Club indefinitely, unless the terms of the termination specify otherwise.
- 10.4 **Suspension & Termination for Default in Fees:** A Playing Member or Casual Member may have their membership of the Club suspended or terminated by the Board if any fees are due and outstanding to the Club for a period of **60 Days** or longer after the date of any notice requiring the Member to pay the same has been given to the Member by the Club. Any such Member shall not be relieved from liability to pay the money owed to the Club.
- 10.5 **Suspension & Termination by the Club:** A Member may have their membership of the Club suspended or terminated (and therefore also have their membership of the Centre and Bowls New Zealand terminated) by the Board in accordance with Rule 20 (Discipline).
- 10.6 **Suspension & Termination by the Centre or Bowls New Zealand:** A Member of the Club who has had their membership of the Centre or Bowls New Zealand suspended or terminated by the Centre or Bowls New Zealand shall also have their membership of the Club suspended or terminated. The Board is required to suspend or terminate any such Member immediately upon receiving notice from the relevant Centre or Bowls New Zealand that such suspension or termination has been determined. If the Member is subsequently reinstated to membership of the Centre and Bowls New Zealand, then that person's membership to the Club shall be reinstated by the Board upon the Club receiving notice from the relevant Centre and/or Bowls New Zealand of such reinstatement.
- 10.7 **Opportunity to be Heard:** Before any decision is made under Rule 10.4, 10.5 and 10.6, the Board, Judicial Committee on its behalf, shall:
- a give the Member **7 days** written notice of the Board's proposal to suspend or terminate the members, and the reasons for such proposal; and
 - b inform the member that he/she has the right to be present, make submissions and be heard at the meeting in which the proposal to suspend or terminate is be considered.
- 10.8 **Notification of Decision:** Upon receipt of any decision to suspend or terminate a person's membership of the Club as a Playing Member under Rule 10.5 (Suspension & Termination by the Club) or Rule 10.6 (Suspension & Termination by the Centre or Bowls New Zealand), the Secretary shall, as soon as practicable, inform the person concerned and update the Club's Register of Members. Upon receipt of any decision to suspend or terminate a person's membership of the Club as a Casual Member under Rule 10.5

(Suspension & Termination by the Club) or Rule 10.6 (Suspension & Termination by the Centre or Bowls New Zealand), the Secretary shall take reasonable steps to inform the person concerned and to update the Club's Register of Members.

- 10.9 **Appeal of Club Decision:** Any member whose membership is suspended or terminated under Rules 10.4, 10.5 and 10.6, may appeal the decision to the Centre in accordance with the Constitution. Any such appeal shall not operate as a stay to the decision to suspend or terminate the Member's membership of the Club.
- 10.10 **Consequences of Suspension or Termination of Membership:** A Member who is suspended or terminated from membership of the Club shall forfeit all rights in and claims upon the Club and its property (including Intellectual Property), and shall not use any Club property (including Intellectual Property) when it is under the control of the Bowling Club. In particular the Member shall:
- a. also automatically have their membership of the Centre and Bowls New Zealand suspended or terminated;
 - b. not be entitled to any of the rights or privileges of membership set out in the Governing Documents, including the right to vote at General Meetings;
 - c. not be entitled to participate, practice or play the Game of Bowls in any capacity in any competition, tournament, event or activity of the Club and where specified the Centre, and Bowls New Zealand;
 - d. not be entitled to have access to any function, activity, facilities, services or premises of the Club and where specified the Centre, and Bowls New Zealand; and
 - e. not be entitled to apply for, or be granted, membership, or to compete or play in a Game of Bowls with or for any other Club or Centre should the suspension or termination include all bowls and if such membership or playing rights are granted such membership and/or rights shall be invalid and in breach of this Constitution, for the period of the suspension, or in the case of termination, indefinitely unless membership is reinstated in accordance with Rule 10.11 (Reinstatement by Club).
- 10.11 **Reinstatement by Club:** Membership, which has been suspended or terminated by a Club, may be reinstated at the discretion of the Club Board. If a member of a Club has their membership of the Club reinstated by the Club, the Club must notify the Centre and Bowls New Zealand of such reinstatement within **7 Days** of the decision to do so, to enable the Centre and Bowls New Zealand to amend their respective registers of members accordingly.

PART III – GOVERNANCE

11. Patron

- 11.1 The Board may, if it considers it appropriate to do so, make a recommendation to the Members for consideration at a General Meeting that a person be elected as the patron of the Club for a specified period of time. If the Board provides such a recommendation and it is approved by Ordinary Resolution at a General Meeting, then that person shall become the patron of the Club at the conclusion of that General Meeting for the period determined by the Club. The patron shall not be a member of the Board.

12. Board

- 12.1 **Positions on the Board:** The Club shall have a Board which shall consist of up to nine (9) persons and no less than five (5) persons who have assumed office in accordance with this Rule 12 (Board). The Board shall consist of the following:

- a. a President;
- b. a Vice President;
- c. a Secretary;
- d. a Treasurer;
- e. a Club Captain;
- f. a Match Convenor
- g. a Tournament Secretary;
- h. a Tournament Catering Convenor;
- i. a Marketing and Fundraising Manager; and
- j. a Publicity Officer.
- k. the immediate past president who will be an ex-officio member for one year.

- 12.2 **Election:** The members of the Board of the Club shall be elected at each AGM in accordance with this Rule 2 (Board), except for any members co-opted under Rule 12.3 (Co-option) or 13.2 (Co-option if a Vacancy Arises).

- 12.3 **Co-option:** The Board may, if it considers it desirable to do so at any time, co-opt up to two persons to serve on the Board for a period determined by the Board (which shall be not be longer than the next AGM and election of Officers). There is no limit to the number of times an individual may be co-opted onto the Board.

- 12.4 **Restriction:** Individuals may not be elected or co-opted to serve on the Board if any of the following apply, and must sign a declaration to confirm the following **does not** apply:

- a. the person is an undischarged bankrupt, or is subject to a condition not yet fulfilled or any order under the Insolvency Act 1967;
- b. the person has been convicted of a crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961) and has been sentenced for that crime within the last seven years;
- c. the person has been prohibited from being a director or promoter of, or being concerned or taking part in, the management of an incorporated or unincorporated body under the Companies Act 1993, Securities Act 1978, the Securities Markets Act 1988, the Takeovers Act 1993, or from being an officer of a charitable entity under the Charities Act 2005; or
- d. the person is subject to a property order made that the person is lacking in competence to manage their own affairs under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of the Protection of Personal and Property Rights Act 1988.

12.5 **Term of Office:** The term of office of all elected members of the Board shall be from the conclusion of the AGM at which their election is made through to the close of the next AGM.

Subject to Rule 12.3 (Co-option), the term of office for a person who is co-opted to the Board shall commence on their appointment and expire at the conclusion of the next AGM. Each member of the Board shall be eligible for re-election or co-option.

12.6 **Call for Applications:** Prior to the AGM in each year, the Club shall call for applications for positions on the Board. The call for applications must include the closing date for receiving applications, which should generally be at least **14 Days** prior to the AGM so that the details of any applicants for Board positions can be included in the agenda for the AGM.

12.7 **Form of Applications:** Unless Rule 12.8 (No Applications) applies, all applications for positions on the Board shall:

- a. be in writing and signed by the applicant and proposer and seconder. The proposer and seconder are to be Full or Life Members of the Club;
- b. indicate the position for which the applicant is seeking election (if a specific position is sought); and
- c. include the applicant's full postal address and contact details and such other information as the Board may request in respect of each application.

12.8 **No Applications:** If no valid application for a vacant position on the Board is received by the Club in advance of the applicable AGM, applications for that position may be called from the floor at the AGM at which the election is to occur.

12.9 **Single Application:** If only one application is received for a position then, unless Rule 12.4 (Restriction) applies so that the applicant is not eligible to serve on the Board, the chairperson of the AGM at which the application was to be considered shall declare the applicant elected and there shall be no need for a vote.

- 12.10 **Multiple Applications:** If more than one valid application for any position on the Board is received by the Club:
- a. the Club shall advise all Voting Members of the names, addresses and contact details of all valid applicants for each position, and provide such other information as the Board deems appropriate;
 - b. at the AGM an election shall be held by a secret ballot being taken amongst those Voting Members present and entitled to vote at the AGM and the highest polling candidates shall be declared elected; and
 - c. No person shall be elected as President or Vice President unless they have served on the Board for a minimum of one year unless agreed to by 60% of the members present at the AGM.
- 12.11 **Order:** Any elections to the Board at a General Meeting shall be conducted and declared in the order in which the positions appear in Rule 12.1 (Positions on the Board).
- 12.12 **Equality of Votes:** Where there is an equality of votes between candidates for a position on the Board a second ballot shall be held between the equal candidates. Where there is still an equality of votes after the second ballot the outcome shall be determined by the drawing of lots.
- 12.13 **Suspension of Board Member:** The Board may, after reasonable enquiry and after giving the person concerned the right to be heard, suspend a person from their position on the Board in the following circumstances:
- a. if the person is charged with committing a criminal offence punishable by a term of imprisonment and the Board consider the circumstances justify immediate suspension; or
 - b. if any of the circumstances described in Rule 12.4 (Restriction) occur to that person during their term of office; or
 - c. if the Board consider any member of the Board has breached any one or more of the duties specified in Rule 15.2 (Duties of the Board); or
 - d. if the Board consider any member of the Board has acted in a manner that has caused, or may cause, significant harm to the Club.
- 12.14 **Removal From Office:** In addition to the power of suspension in Rule 12.13 (Suspension of Board Member) the Board may, with the approval of a motion by no less than two-thirds of the Board, remove any Board Member from the Board before the expiry of their term of office if any of the circumstances set out in Rule 12.13a to 12.13d apply, provided that:
- a. the person concerned has been notified that a Board meeting is to be held to discuss that person's removal from office; and
 - b. the person concerned has been given an opportunity to make submissions about the proposed removal prior to the Board meeting or by submission in person at the Board meeting.

13. **Vacancies on the Board**

- 13.1 **Vacancies:** A position on the Board shall be vacated immediately if the holder of it:
- a. resigns from his or her position on the Board;
 - b. is removed from office in accordance with this Constitution;
 - c. is absent from three (or more) consecutive meetings of the Board without the approval of the Board; or
 - d. dies.
- 13.2 **Co-option if a Vacancy Arises:** In addition to the power specified in Rule 12.3 (Co-option), if any vacancy arises on the Board after an AGM the Board has the power to fill that vacancy by co-option until the next AGM, or the Board may choose to leave the position vacant until the next AGM.

14. **Proceedings of the Board**

- 14.1 **Board Meetings:** Meetings of the Board may be called at any time by the President or two or more Board Members, but generally the Board shall meet at least once a month.
- 14.2 **Notice of Meetings:** Unless an urgent matter needs to be considered, the Secretary shall provide each Board Member with not less than **14 Days'** written notice of any Board meeting convened under Rule 14.1 (Board Meetings).
- 14.3 **Chairperson:** This Constitution automatically recognizes the President of the Club as the Chairperson of the Board.
- 14.4 **Quorum:** The quorum necessary for the transaction of business of the Board shall be over half of the Board Members. No business shall be transacted at any Board meeting unless a quorum is present when the meeting proceeds to business. In the event of a quorum not being present within half an hour after the appointed time on the meeting date, the meeting shall stand adjourned to a date, time, and place to be fixed on adjourning the meeting, which must be notified to all Board Members. If at the adjourned meeting a quorum is not present within half an hour after the appointed time, the Board Members present at the reconvened meeting shall constitute a quorum.
- 14.5 **Disclosure of Interests:** Any Board Member who may derive some personal or financial advantage from any matter before the Board shall disclose the nature and extent of their interest to the Board and shall take no part whatsoever in the matter before the Board where they hold such interest.
- 14.6 **Voting:** Each Board Member present, at any Board meeting, may only exercise one vote, except that in the event of an equality of votes (but not otherwise) the Chairperson shall have a deliberative vote and a casting vote. Voting shall be by voices or, upon request from any Board Member, by show of hands or a ballot. Proxy and postal voting is not permitted at meetings of the Board.
- 14.7 **Resolutions:** The Board may make a decision by signed resolution or consent in lieu of a meeting. Any such resolution shall be valid as if it had been passed at a meeting of the Board as long as:

- a. a copy of the proposed resolution is sent to every Board Member; and
- b. over half of the Board Members sign or consent to the resolution and return evidence of this consent to the Secretary (or such other person as agreed by the Board) by mail, electronic mail, or another form of visible or electronic communication, by the date and time specified by the Secretary.

14.8 **Minutes:** The Secretary shall ensure the proceedings of each Board meeting are properly recorded as soon as possible after the conclusion of each Board meeting. A copy of such minutes shall then be made available upon request to any Member of the Club. A copy of each set of minutes shall also be permanently affixed in a minute book of the Club and confirmed at the next meeting of the Board.

14.9 **Meetings Using Technology:** A meeting of the Board may be held by the contemporaneous linking together by telephone or other means of communication of the Board Members provided that prior notice of the meeting is given to all Board Members and provided that all persons participating in the meeting are able to hear each other effectively and simultaneously.

14.10 **Expenses:** Subject to the requirements in Rule 26 (Application of Income & No Pecuniary Profit), the Board may, by majority vote, reimburse its Board Members for their actual and reasonable expenses incurred in the conduct of the business of the Club. Prior to doing so the Board must establish a policy to be applied to the reimbursement of any such expenses.

This Rule is not intended to entitle the Club to pay regular fees to any Board Member. The Club may decide to pay an honorarium to any person provided this is done in accordance with any requirements imposed by the Inland Revenue Department.

14.11 **Matters Not Provided For:** If any situation arises that, in the opinion of the Board, is not provided for in the Governing Documents, the matter may be determined by the Board.

15. **Powers & Duties of the Board**

15.1 **Overall Power:** The Board shall govern the Club and be responsible for managing the business and affairs of the Club. Subject to this Constitution, the Board may exercise all of the powers of the Club and do all things that are not expressly required to be undertaken at a General Meeting. The Board may, through clearly-defined delegations of authority, delegate the day-to-day management of the business and affairs of the Club to the Secretary and/or any other Appointed Personnel.

15.2 **Duties of Board Members:** The specific duties for each role on the Board are those specified in this Constitution and any others as determined by the Board. The general duties of each Board Member are to:

- a. act in good faith and in the best interests of the Club at all times;
- b. exercise the powers of the Board for proper purposes;
- c. act, and ensure the Club acts, in accordance with this Constitution;
- d. not agree to, nor cause to allow, the activities of the Club to be carried on in a

manner likely to create a substantial risk of serious loss to the Club's creditors;

- e. not agree to the Club incurring any obligations unless the Board Member believes at that time, on reasonable grounds, that the Club will be able to perform the obligations when it is required to do so; and
- f. exercise the care, diligence, and skill that a reasonable Board Member would exercise in the same circumstances taking into account, but without limitation, the nature of the Club, the nature of the decision, the position of the Board Member, and the nature of the responsibilities undertaken by the Board Member.

15.3 **Powers of the Board:** Without limiting the generality of the Board's powers to carry out the Objects of the Club as it considers necessary (provided this is done in accordance with the powers of the Club as specified in Rule 5 – Powers), the Board shall have the following specific powers, to:

- a. develop and implement strategies, policies, and procedures for the administration, promotion, and development of the Game of Bowls at the Club;
- b. develop and implement prudent policies to protect and enhance the Club's finances and property;
- c. develop Club programmes for playing, coaching, umpiring and officiating the Game of Bowls and implement them in accordance with any directions from the Centre or Bowls New Zealand;
- d. control, manage, borrow, and expend the funds of the Club including the power to invest or otherwise deal with such funds, and to incur liability as it may think necessary or expedient, in accordance with the powers of the Club set out in Rule 5 (Powers) of this Constitution;
- e. set the fees payable by the Members and enforce payment of such fees in accordance with this Constitution;
- f. engage people or organisations to work for and with the Club on terms as determined by the Board (provided that the payment for such services shall not exceed the market rate), and manage the terms and conditions of their engagement;
- g. delegate and/or designate specific areas of responsibility to specific Board Members or Appointed Personnel;
- h. establish, appoint, and determine the composition of any sub-committees, committees and other groups as it considers appropriate to assist it to carry out its responsibilities and to delegate to them such powers as it considers appropriate;
- i. engage, contract, or otherwise agree to obtain the assistance or advice of any person or organisation;
- j. appoint a delegate (or delegates) to represent the Club at meetings;
- k. subject to this Constitution, fill vacancies on the Board, any committees, and any other groups which are established by it;
- l. determine the yearly calendar for Club tournaments, events and competitions;

- m. determine the conditions and rules of Club tournaments, events and competitions, held by or under its auspices;
- n. where the Club has sufficient resources to do so, engage managers, coaches, umpires, greenkeepers and any other necessary support personnel for Club representative bowls teams and competitions, determine the terms and conditions of such appointments and, if necessary, terminate such appointments;
- o. appoint or select Club representative players and Appointed Personnel;
- p. enforce the Laws of the Sport of the Game of Bowls in accordance with the Laws of the Sport of the Game of Bowls and the Governing Documents;
- q. discipline Members in accordance with this Constitution and the Regulations; and
- r. hear and determine any Disputes, Misconduct or other matters as specified in this Constitution and the Regulations.

16. **Duties of the Secretary**

16.1 **Duties:** The Secretary shall:

- a. give notice of, and attend, all General Meetings and Board meetings (unless they are unavailable in which case another Board Member (selected by the Board) shall fill this role);
- b. keep minutes of the proceedings of all General Meetings and Board meetings (unless they are unavailable in which case another Board Member (selected by the Board) shall fill this role);
- c. prepare and forward the annual return of the Club to the Centre, in accordance with the requirements of the Centre and Bowls New Zealand; and
- d. maintain the Club's Register of Members in accordance with this Constitution; and
- e. generally perform such duties as are required under the Governing Documents.

17. **Duties of the Treasurer**

17.1 **Duties:** The Treasurer shall:

- a. collect and account for all subscriptions and other moneys payable to the Club, bank such funds to the credit of the Club's banking account, disburse Club money as directed by the Board, and keep proper accounts of the financial affairs of the Club;
- b. submit accounts payable by the Club for the approval of the Board before payment, and report to each meeting of the Board on the state of the finances of the Club;
- c. immediately after the close of each financial year prepare and submit to review a statement of accounts and balance sheet for the Club for the financial year, and present them, together with a budget of estimated income and expenditure for the ensuing year, to the AGM.

- d. generally perform such duties as are required under the Governing Documents.

18. Delegate to Represent the Club

- 18.1 At any time the Board may appoint a person to act as a Delegate for the Club at meetings of the Centre. If a person is so appointed, then:
- a. when specific instructions are given by the Board or the Club, the Delegate shall vote at general meetings of the Centre in accordance those directions;
 - b. if no specific instructions are given the Delegate may vote as they consider appropriate having regard to any views expressed to them by the Club and its Members; and
 - c. the delegate shall report to the Board all decisions of the Centre which it is made aware of that are of interest to the Club.

PART IV – GENERAL MEETINGS

19. General Meetings

- 19.1 **Annual General Meeting:** An Annual General Meeting (“AGM”) of Club shall be held not later than 31st May in each year.
- 19.2 **Special General Meetings:** Any other general meeting of the Voting Members shall be described as a Special General Meeting (“SGM”).
- 19.3 **Notice of AGM:** The Club shall give at least **30 Days’** written notice of any AGM to all Board Members and Voting Members. The notice shall set out:
- a. the date, time, and venue for the AGM (as determined by the Board); and
 - b. the closing date(s) for applications for elected positions, proposed motions, and any other items of business to be submitted to the Club, which must be not less than **14 Days** prior to the AGM unless otherwise agreed by the Board.
 - c. the format by which the meeting will be conducted, either in person or through the use of appropriate technology.
- 19.4 **AGM Business:** The business to be transacted at every AGM shall include:
- a. confirmation of the minutes of the previous AGM and any SGM held since the previous AGM;
 - b. receiving the Board’s report for the financial year;
 - c. receiving the reviewed statement of accounts and balance sheet for the Club for the financial year;
 - d. the election of members of the Board;
 - e. fixing the annual subscription fee(s);
 - f. considering and determining any notices of motion which propose alterations to the Constitution of which due and proper notice has been given in accordance with Rule 27.2 (Timing);
 - g. consider any notices received and making recommendations as a board for new Life membership of the Club;
 - h. considering and making recommendations to the Board as a result of any notices of motion of which due and proper notice has been given in accordance with Rule 21.6 (Notices of Motion); and
 - i. transacting such other business as the General Meeting considers appropriate.

- 19.5 **AGM Agenda:** An agenda containing the business to be discussed at the AGM (as set out in Rule 19.4 – AGM Business) shall be sent to all Board Members and all Voting Members no later than **7 Days** before the date of the General Meeting. Any additional items of general business may be raised from the floor with the consent of the President of the Club.
- 19.6 **Notices of Motion:** Any notice of motion from a Voting Member must be received by the Secretary at least **14 Days** prior to an AGM in order to be considered at that meeting, unless otherwise agreed by the Board. Only Voting Members may submit notices of motion. Every notice of motion must be signed by the Voting Member who submitted it.
- 19.7 **Urgent Matters:** Any matter of an urgent or extraordinary nature which normally would be required to be the subject of a notice of motion before it could be considered at an AGM, may be brought before an AGM and determined by the Members at that AGM but **only** if a decision to consider and determine the matter without it being circulated to all other Voting Members who are not present at that AGM is approved by Special Resolution at that AGM.
- 19.8 **Special General Meeting:** The Secretary shall convene a SGM of the Club by giving the requisite notice required under Rule 19.9 (Notice of SGM):
- a. when directed to do so by the Board, which direction must include full details of the business to be dealt with at the meeting; or
 - b. on requisition in writing signed by not less than three Voting Members which requisition must provide full details of the business that is proposed to be dealt with at the meeting.
- 19.9 **Notice of SGM:** If the Secretary is required to convene a SGM, the Secretary shall give at least **14 Days'** notice of the time, date, and venue of such meeting to all Board Members and all Voting Members, unless the Board considers such notice period is not practicable due to exceptional circumstances. The notice of SGM must clearly state the reasons why the SGM is being convened and provide as full details as possible of the nature of the business to be transacted at the meeting. Only the business stated in the notice of SGM may be dealt with at the SGM.
- 19.10 **Chairperson:** The President (or another person nominated by the President & Board) shall chair all General Meetings of the Club.
- 19.11 **Procedure:** At any General Meeting of the Club every Voting Member who is present at the General Meeting shall be entitled to one vote on each matter being determined.
- a. the chairperson of the General Meeting shall have a deliberative vote, and, in the event of a tied vote (but not otherwise), the chairperson of the General Meeting shall also have a casting vote; and
 - b. no proxy voting shall be allowed.
 - c. voting shall be by show of hands, except for election of members of the Board or if any two members present and entitled to vote request a ballot, which in either case a secret ballot shall be held.
- 19.12 **Meeting Procedure:** At General Meetings:

- a. the quorum shall be enough Voting Members to represent at least a quarter of the total Voting Members of the Club, provided that should such number not be a whole number, the quorum shall be rounded up to the next whole number;
- b. no business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. In the event of a quorum not being present within half an hour after the appointed time on the meeting date, the meeting shall stand adjourned to a date, time, and venue to be fixed by the chairperson of the General Meeting on adjourning the meeting. The re-appointed date shall be at least **14 days** after the original meeting. If a quorum is not present within half an hour after the appointed commencement time of the reconvened meeting, the Voting Members present at the reconvened meeting shall constitute a quorum; and
- c. on all questions of order the decision of the chairperson of the General Meeting shall be final unless dissented from by Ordinary Resolution.

19.13 **Minutes:** The Secretary shall ensure the proceedings of all General Meetings are recorded and incorporated in a minute book. As soon as possible after the conclusion of each General Meeting the Secretary shall forward a copy of the minutes to all Board Members and the Centre. A copy of such minutes shall also be made available upon request to any Member of the Club.

PART V – DISCIPLINE FOR MISCONDUCT & DISPUTES

20. Discipline

- 1.2 **Disciplinary Process:** The disciplinary process for misconduct (as defined in Rule 2.1 (Interpretation)) shall be as follows:
- a **Club Member – Laws of the Game:** where a member or Official of the Club engages in Misconduct which **is** covered by the Laws of the Game, the Controlling Body responsible for enforcing the Laws of the Game shall take such disciplinary action as is set out in the Controlling Body’s Constitution and/or Regulation
 - b **Club Member – Other:** where a Member or Official of the Club engages in Misconduct which **is not** covered by the Laws of the Game, the Club’s Judicial Committee or equivalent body, shall take such disciplinary action as is set out in the Constitution and/or the Club Regulations, unless stated otherwise in the Club Regulations
- 20.2 **Dispute Defined:** for the purpose of this Constitution, the definition of “Dispute” shall (subject to Rule 20.3) include situations where the Club or any Member or Official of the Club has a grievance or difference about the meaning or effect of any rule, provision, decision, policy, practice, right, privilege or direction (including this Constitution, the Laws of the Game and the Club Regulations) determined by a Controlling Body or the Club or a Member or Official of the Club
- 20.3 **Dispute Excludes:** A dispute shall not include:
- a a matter which involves an allegation of Misconduct
 - b a matter which is before, or has been before the Club Judicial Committee or the Judicial Committee of Bowls New Zealand or the Centre Judicial Committee, or
 - c a matter which is or has been appealed under this Constitution;
 - d any grievance or difference about the meaning or effect of any rule of the Bowls New Zealand Anti-Doping Regulations, any decision of the Bowls New Zealand Board, or a matter which involves an allegation of Misconduct
- 20.4 **Disputes Process:** The Disputes process for resolving Disputes (as defined in Rule 20.2) shall be as follows:
- a **Club Member – Laws of the Game:** Where a Member or Official of the Club has a dispute with another Member or Official of the Club, and such dispute **is** covered by the Laws of the Game, the Controlling Body responsible for enforcing the Laws of the Game shall take such steps for resolving the Dispute as are set out in the Controlling Body’s Constitution and/or Regulations
 - b **Club Member – Other:** Where a Member or Official of the Club has a dispute with another Member or Official of the Club and such dispute **is not** covered by the Laws of the Game, the Club’s Judicial Committee or equivalent body, shall take such disciplinary action as is set out in this Constitution and/or Club Regulations.

- 20.5 **Application of Rule 20.4:** A Dispute may only be resolved under one of the sub-rules – (a) or (b) – of Rule 20.4. Once proceedings have commenced under either rule, they cannot be resolved under the other rule.
- 20.6 **Jurisdiction of the Board:** Subject to Rule 20.9 (Jurisdiction of the Bowls New Zealand Judicial Committee) and in accordance with the Club Regulations, the Board has jurisdiction to hear and determine Disputes and Misconduct at Club level. For the purposes of this Rule, the Board includes any sub-committee of the Club, including a Judicial Committee established by the Board in accordance with Rule 15.3 (g) (Powers of the Board)
- 20.7 **Composition of the Club Judicial Committee:** If the Board establishes a Judicial Committee to assist it to hear and determine Disputes and Misconduct at Club level in accordance with Rule 20.6 (Jurisdiction of the Board), such Club Judicial Committee shall comprise not less than three persons appointed by the Boards. Each member of the Club Judicial Committee shall not be an employee of the Club or a person who has an interest in the matter before the Club Judicial Committee. At least one of the members must have legal experience and the other should, if possible, have one or more of the following competencies:
- a a person with significant experience in disciplinary tribunals, preferably in relation to bowls; and/or
 - b a person with extensive knowledge of the Game of Bowls
- The Boards shall appoint one of the members of the Club Judicial Committee to act as the Chairperson of the Club Judicial Committee. The quorum for all meetings of the Club Judicial Committee shall be three persons.
- 20.8 **Function of the Club Judicial Committee:** The functions of the Club Judicial Committee shall be to:
- a hear and determine any allegation of Misconduct properly made to it under this Constitution;
 - b hear and determine any Dispute properly made to it under this Constitution;
 - c hear and determine any Appeals properly made to it under this Constitution;
 - d if delegated by the Board, undertake any enquiry or investigation, on behalf of the Club.
- 20.9 **Jurisdiction of the Bowls New Zealand Judicial Committee:** In accordance with the Bowls New Zealand Constitution and/or the Bowls New Zealand Regulations, the Bowls New Zealand Judicial Committee has jurisdiction to hear and determine:
- a Disputes and Misconduct at National Events, unless already heard in accordance with any applicable event rules;
 - b Disputes and Misconduct at International Level, unless already heard in accordance with applicable event rules;
 - c other Disputes and Misconduct involving Bowls New Zealand members:

- i that are not within the jurisdiction of a Club, Centre, the Bowls New Zealand Board and/or Regional Judicial Committee; or
 - ii where the parties agree in writing;
- d any jurisdictional issues regarding Disputes and Misconduct.

21. Procedure

- 21.1 **Notice of Hearing:** Prior to the commencement of any hearing, the Club Board shall ensure all parties in the Proceedings are provided with at least **7 days'** notice of the hearing, unless the Club Board considers the matter must be determined urgently in which case it may vary the notice requirements in this clause. The notice of hearing must:
- a be in writing;
 - b state whether the parties are required to appear in person or whether the matter will be determined on the papers;
 - c state whether the matter is a Dispute or an allegation of Misconduct, the possible penalties and the date, place, and time of the hearing.
- 21.2 **Procedure:** Except as provided for in the Constitution, the Club Board may determine its own practices and procedures for performing functions specified and may prescribe or approve forms for the purposes of any Proceeding. The Chair shall explain the procedure to all those present at the hearing.
- 21.3 **Preliminary Matters:** Preliminary matters may be heard and determined by the Club Board as it sees fit.
- 21.4 **Interested Party:** The Club Board may, either on its own motion or on the application of a person whom the Club Board determines has sufficient interest in the matter, add a further person or persons as parties to a Proceeding, or allow a person or persons to make submission or provide evidence in any Proceeding. If this occurs, that person(s) will be bound by these Rules as if that person(s) was a party to the Proceeding.
- 21.5 **Absence:** If any party is absent or fails to make submissions, the Club Board may, in its discretion, make a decision in their absence or grant an adjournment. Before making a decision in the absence of any party, the Club Board must be satisfied that the person concerned has been notified of the hearing in accordance with this Clause.
- 21.6 **Hearing:** The Hearing shall take place as soon as practicable and may be held in person, telephone or video conference or by consideration of written submissions as determined by the Club Board. At the Hearing, all parties, including interested Parties and witnesses (if any) shall be given any opportunity to be heard.
- 21.7 **Power to Inquire and Direct:** The Club Board shall have the power to inquire into the subject matter of any Proceeding in accordance with this Clause. For the purposes of any inquiry, the Club Board, or any person authorised in writing by it, may:
- a inspect and examine any papers, documents, records or items;

- b require any party or person bound by this Clause, and request any other person to produce for examination any papers, documents, records or things in that person's possession or under that person's control and to allow copies of or extracts from any such papers, documents or records to be made;
- c require any party or person bound by this Clause, and request any other person, to provide, in a form approved by or acceptable to it, any information or particulars that may be required by it, and any copies of or extracts from any such papers, documents or records;
- d in respect of any Proceeding, hear evidence; and
- e make such inferences and draw such conclusions as it considers appropriate from the failure by any person or party to comply with any requirement made by the Club Board under this Clause 21.7

1.8 **Natural Justice:** The Club Board shall, in all matters, observe the principles of natural justice.

1.9 **Filing Fee:** The Club Board may, by resolution, set a filing fee for any Proceeding to be heard before the Club Board. The Club Board may, in its discretion, waive all or part of any fee if it considers appropriate to do so.

21.2 **Evidence in Proceedings:** The Club Board may:

- a. receive as evidence any statement, document, information, or matter that may, in its opinion, assist it to deal effectively with the matters before it, whether or not the same would be admissible in a court of law;
- b. take evidence on oath, and for that purpose any Club Board Member may administer an oath; and
- c. permit a person appearing as a witness before it to give evidence by tendering a written statement and, if the Club Board thinks fit, verifying it by oath.

21.3 **Representation:** The parties, including any Interested Party, may be represented or assisted in the Proceeding by a person of their choice.

21.4 **Minors:** A person who has not attained the age of 18 years, (referred to in this Clause as a "Minor") may be a party to, and shall be bound by a Proceeding before the Club Board as if the Minor were a person of full age and capacity. Where a Minor is a party to any Proceeding, the Club Board may, if the Minor agrees and it considers it would be in the interests of the Minor to do so, at any time appoint a person to represent the Minor. The Minor shall be responsible for any costs incurred as a result of such representation.

21.5 **Applicable Law:** All Proceedings shall be determined according to the laws of New Zealand.

21.6 **Decisions:**

- a. A decision of the Club Board in any Proceeding shall be made by majority decision of the Club Board Members hearing the Proceeding.
- b. In the event there is no majority decision of the Club Board Members hearing the

Proceeding, the Chairperson shall decide the matter.

- c. The Club Board may, in its discretion, give an oral decision, but shall also issue a written decision with reasons as soon as expedient.
- d. The Club Board may also make non-binding recommendations to a Club, or any other party of any Proceeding.
- e. Any decision of the Club Board made under this Regulation shall be enforceable, by any party to the Proceeding in which the order is made, in the courts of New Zealand under the law of contract.
- f. Subject to the right of appeal (under Rule 23), all decisions of the Club Judicial Committee shall be final and binding on all members. The failure to adhere to a decision of the Club Judicial Committee may result in the effected Member being suspended or expelled from the Club under Rule 10.5 of this Constitution, and/or such other steps being taken as set out in this Constitution.

21.7 **General:** Where any matter is not otherwise provided for in this Clause, the Club Board shall have jurisdiction to make such orders or give such directions as it considers to be consistent with the just, speedy, and inexpensive determination of the Proceeding.

21.8 **Mediation:** The Club Board may, if requested by the parties, or on its own violation, order that the substantive issue in a Proceeding, or any sub-issue, be mediated before an independent person.

21.9 **Records:** The Club Board shall keep records of all Proceedings, including all investigations and decisions.

21.10 **Costs:** Unless otherwise determined by the Club Board, every party and person involved in any Proceeding shall bear their own costs.

22. **Club Board Orders**

22.1 **Orders:** The Club Board may make such orders as it considers appropriate to give effect to its decision, including imposing any of the following sanctions:

- a. a reprimand or warning;
- b. suspension or termination from such activities of the Club including events, competitions, tournaments, meetings, and functions, on such terms and for such period as it thinks fit;
- c. suspension or termination of the person's membership of the Club;
- d. fines, imposed in such manner and in such amount as the Club Board thinks fit;
- e. such other penalty as the Club Board considers commensurate with the offence; and/or
- f. such combination of any of the above penalties as the Club Board thinks fit.

23. **Appeal Process**

- 23.1 **Process:** The appeal process for appeals of decisions involving Misconduct or a Dispute shall be as follows:
- a **Appeal to a Regional Judicial Committee:** Any Member who is subject to a decision of the Club Board under this Regulation, may appeal the decision to a Regional Judicial Committee in accordance with the Bowls NZ Regulations
 - b **Appeal to the Bowls New Zealand Judicial Committee:** Where there is a Dispute or Misconduct at Club Level which is decided by the Board (or committee on its behalf), any party affected by that decision may **only** appeal such decision to the Bowls New Zealand Judicial Committee in accordance with the Bowls New Zealand Regulations.
 - c **Appeal to Sports Tribunal:** Where there is a Dispute or Misconduct which is decided by the Bowls New Zealand Judicial Committee under Rules **Error! Reference source not found.** and **Error! Reference source not found.**, any party affected by that decision may **only** appeal such decision to the Sports Tribunal in accordance with the Rules of the Sports Tribunal provided the rules of the particular event do not require otherwise.
 - d **No appeal right:** There shall be no right of appeal from a decision of the Bowls New Zealand Judicial Committee under Rules 20.10(c) and 20.10(d)
- 23.2 **Procedure:** In deciding any appeal under Rule 23.1a, the Bowls New Zealand Judicial Committee shall adhere to the principles of natural justice and any applicable Regulations.
- 23.3 **Stay of Execution:** Pending the determination of an appeal before it, the Bowls New Zealand Judicial Committee or Sports Tribunal may grant a stay of execution of the decision which is being appealed.

24. **Laws of the Sport**

- 24.1 All matches shall be played in accordance with the Laws of the Sport, the Regulations made under the Bowls New Zealand Constitution as approved, and the Club and its Members shall, as a condition of the continuance of membership to Bowls New Zealand, at all times and in all respects conform to and be bound by the Constitution of Bowls New Zealand.

PART VI – FINANCIAL

25. Financial

- 25.1 **Financial Year:** The financial year of the Club shall end on 30 April in each year.
- 25.2 **Club Funds:** The Board is responsible for the receipt and banking of all monies received by the Club and all sums paid out by the Club.
- 25.3 **Banking:** The Club's current bank account(s) shall be kept at a trading bank chosen by the Board. All cheques and online transactions undertaken involving the Club's bank account(s) must be signed or otherwise approved by the Treasurer and at least one other member of the Board.
- 25.4 **Accounting Records:** The Board shall ensure there are true and complete accounts kept of the Income and Expenditure and Assets and Liabilities of the Club. A Statement of Accounts and Balance Sheet (in the form approved by the Board) shall be forwarded to each Voting Member with the notice of the AGM.
- 25.5 **Reviewer:** The Club shall appoint an Accountant to review the Annual Financial Statements of the Club (the Reviewer). The Reviewer shall conduct an examination with the objective of providing a report that nothing has come to the Reviewer's attention to cause the Reviewer to believe that the financial information is not presented in accordance with the Clubs accounting policies. The Reviewer must be a suitable qualified person, preferably a member of the New Zealand Institute of Chartered Accountants and must not be a member of the Board or any employee of the Club. If the Club appoints a Reviewer who is unable to act for some reason, the Board shall appoint another Reviewer as replacement.

The Board is responsible to provide the Reviewer with:

- a Access to all information of which the Board is aware that is relevant to the preparation of the financial statements such as records, documentation and other matters;
- b Additional information that the Reviewer may request from the Board for the purpose of the review; and
- c Reasonable access to persons within the Club from whom the Reviewer determines it is necessary to obtain evidence.

26. Application of Income & No Pecuniary Profit

- 26.1 **Application of Income:** The income and property of the Club shall be applied solely towards the promotion of the Objects of the Club.
- 26.2 **No Pecuniary Profit:** No Member of the Club or any person associated with a Member shall participate in or materially influence any decision made by the Club in respect of the payment to or on behalf of that Member or associated person of any income, benefit, or advantage whatsoever. Any such income paid shall be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value). The provisions and effect of this Rule shall not be removed from this Constitution and shall

be included and implied into any document replacing this Constitution.

PART VII – ADMINISTRATION

27. **Alterations to Constitution**

- 27.1 **Process:** This Constitution may only be altered, added to, or repealed by a Special Resolution passed by a two thirds majority of those Members present and entitled to vote at a General Meeting in accordance with this Constitution.
- 27.2 **Timing:** Notice of an intention to alter this Constitution may be given by the Board or any Voting Member by submitting the proposed amendments to the Club:
- a. at least **14 Days** prior to an AGM to be considered at an AGM; or
 - b. as part of the request to hold a SGM (made in accordance with Rule 19.8 – Special General Meetings).
 - c. No amendment may be made to this Constitution which affects Rule 29 relating to liquidation or Rule 26 relating to Pecuniary Profit, unless it has been first approved by the Inland Revenue Department

28. **Club Regulations**

- 28.1 **Board to Determine:** The Board may determine regulations (to be known as “Club Regulations”) covering any matters as the Board in its discretion deems appropriate, provided they are not inconsistent with this Constitution, the Centre Constitution, the Centre Regulations, the Bowls New Zealand Constitution or the Bowls New Zealand Regulations. Such Club Regulations when determined shall be recorded in a Regulations Register maintained by the Secretary and may be circulated to Members as the Board considers appropriate.
- 28.2 **Application:** Club Regulations determined under this Rule shall be binding on all Members.
- 28.3 **Alterations:** Club Regulations may be rescinded, amended, or added to from time to time but only by resolution of the Board.

29. **Dissolution & Liquidation**

- 29.1 **Voluntary:** The Club may be voluntarily put into liquidation if:
- a. a Special Resolution is passed at a General Meeting appointing a liquidator; and
 - b. such resolution is confirmed by Special Resolution at a subsequent Special General Meeting called for that purpose and held not earlier than **30 Days** after the date on which the resolution to be confirmed was passed.
- 29.2 **Other:** The Club may also be put into liquidation or dissolved in accordance with the Incorporated Societies Act 1908.
- 29.3 **Distribution:** If, upon the liquidation, or dissolution of the Club, there remains, after the satisfaction of all its debts and liabilities, any property or funds whatsoever, that property shall not be paid to or distributed among the Members of the Club, but shall be transferred by the Club in General Meeting to the Tokoroa Club Inc.

30. **Notices**

- 30.1 **From the Club:** Any notice required to be given by or on behalf of the Club under this Constitution shall be in writing and may be served either personally, by electronic mail, or by posting it in a letter addressed to the Member at the address of the Member as held by the Club. If given by post the notice shall be deemed to have been given at the time when the letter containing the same would be delivered in the ordinary course of post.
- 30.2 **To the Club:** Any notice required to be given to the Club under this Constitution shall be in writing and may be given to the Secretary or sent to the Club's registered office by post or any electronic mail address specified by the Club.

31. **Awards**

- 31.1 On the recommendation of the Board the Club may, if approved at an AGM, award service medals or other awards to any person(s) whose long and outstanding or meritorious service to the Club merits such recognition.

32. **Uniform & Colours**

- 32.1 The official uniform and official colours of the Club shall be Blue and Yellow or as altered by the Board and specified in the Club Regulations.

33. **Common Seal**

- 33.1 The Club shall have a common seal which shall be kept in the custody of the Secretary. The common seal shall be affixed to any document only by the authority of the Board and in the presence of any two Board Members.

34. **Indemnity & Insurance**

- 34.1 **Indemnity:** Each Member and each Board Member shall, except in the case of wilful default or fraudulent acts or omissions, be indemnified by and out of the funds of the Club against any loss, damage, expenses or liability incurred by reason of or in connection with any legal proceedings instituted against them or any of them for any act done, omitted or suffered in relation to the performance of any of their duties in respect of the Club.
- 34.2 **Insurance:** The Board may, at the expense of the Club, obtain any appropriate insurance cover in respect of the indemnity provision in Rule 34.1 (Indemnity).

35. **Matters Not Provided For**

- 35.1 If any matter arises which in the opinion of the Board is not provided for in this Constitution, then it may be determined by the Board in such manner as the Board deems fit. Every such determination shall be binding upon Members unless and until set aside by Ordinary Resolution at a General Meeting.

36. **Transitional Provisions**

36.1 **Term of Office:** The term of office of any person appointed or elected under the Former Constitution of the Club, and any other matters, shall be modified as necessary, in order to give full force and effect to the provisions contained in this Constitution and any dispute regarding the same shall be determined by the Board as it sees fit.

Signature

Designation

President

Vice President

Secretary / Treasurer

The above three signatures were signed in my presence

Wayne Jowett JP
11 Matipo Place
TOKOROA
