



Sumner Tennis & Squash Club Incorporated

Dated 12 March 2026

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RULES

1. INTERPRETATION

1.1 **Definitions:** In these Rules, unless the context otherwise requires, the following expressions shall have the following meanings:

"Act" means the Incorporated Societies Act 2022 (including amendments to that Act from time to time).

"Annual General Meeting or AGM" means a meeting of the Members held in accordance with clause 11.1(a).

"Appointed Committee Members" has the meaning given to that term in clause 8.2(b).

"Assets" means the Property, assets and facilities owned, available or accessible by the Club and its Members.

"Auditor" means the person described as such in clause 12.7.

"Bylaws" means any bylaws, policies, regulations and codes of the Club made or adopted under clause 9.3(a)(ii).

"Club" means the incorporated society, Sumner Tennis & Squash Club Incorporated, governed by these Rules.

"Committee" means the Committee of the Club, comprising the Elected Committee Members and the Appointed Committee Members.

"Committee Member" means either an Elected Committee Member and/or an Appointed Committee Member (as applicable) who is an officer of the Club.

"Elected Committee Member" has the meaning given to that term in clause 8.2(a).

"Executive Committee" has the meaning given to that term in clause 10.

"General Meeting" means a Special General Meeting or an Annual General Meeting.

"Interested Committee Member" means a Committee Member who is interested in a matter, as defined in section 62 of the Act.

"Interests Register" means a register of disclosures made by Committee Members, maintained in accordance with section 73 of the Act.

"Major Transaction" means:

- (a) the acquisition of, or an agreement to acquire, whether contingent or not, assets the value of which is more than \$100,000; or
- (b) the disposition of, or an agreement to dispose of, whether contingent or not, assets of the Club the value of which is more than \$100,000; or
- (c) a transaction or series of related transactions that has or is likely to have the effect of the Club acquiring rights or interests or incurring obligations or liabilities, including contingent liabilities, the value of which is more than \$100,000.

"Member" means a person who is recorded in the Register as a member of the Club.

“Officer” means a Committee Member occupying a position in the Club that allows the person to exercise significant influence over the management or administration of the Club, more specifically defined in clause 8.1(b).

"President" means the Committee Member responsible for being the chairperson of the Club, elected in accordance with clause 8.3.

"Property” means the Club’s property situated at 22 Heberden Avenue, Sumner, Christchurch, comprised and described in Certificates of Title CB343/208, CB343/209 and CB415/237 (Canterbury Registry).

"Register" means the register of Members described in clause 6.4.

"Rules" means these objects and rules of the Club.

“Secretary” means the Committee Member responsible for, amongst other duties, recording the minutes of all Member and Committee meetings and maintaining the Register and Interests Register, in accordance with clause 8.3.

"Special General Meeting" means a meeting of Members called in accordance with clause 11.1(b).

"Treasurer” means the Committee Member responsible for, amongst other things, overseeing the financial accounts of the Club, elected in accordance with clause 8.3.

"Vice-President" means the Committee Member(s) responsible for being the vice-president of the Club, elected in accordance with clause 8.3.

1.2 **Construction:** In these Rules, unless the context otherwise requires:

- (a) the headings appear as a matter of convenience and will not affect the construction of these Rules;
- (b) in the absence of an express indication to the contrary, references to sections, clauses or paragraphs are to sections, clauses and paragraphs of these Rules;
- (c) a reference to any statute, statutory regulations or other statutory instrument includes the statute, statutory regulations or instrument as from time to time amended, re-enacted or substituted;
- (d) the singular includes the plural and vice versa and any one gender includes the other gender;
- (e) the words written and writing include electronic mail communications and any other means of communication resulting in permanent visible reproduction;
- (f) the word person includes any association of persons whether corporate or unincorporate, trust, and any state or government or department or agency thereof, whether or not having separate legal existence; and
- (g) words or expressions defined in the Act have the same meaning in these Rules.

2. **NAME**

The full name of the Club shall be the "*Sumner Tennis & Squash Club Incorporated*".

3. INCORPORATED SOCIETIES ACT 2022

The Club, the Committee and the Members have the rights, powers, duties and obligations set out in the Act, except to the extent that they are lawfully negated or modified by the Rules.

4. REGISTERED OFFICES

The registered office of the Club shall be at 22 Heberden Ave, Sumner, Christchurch or such place as the Committee shall from time to time determine.

5. OBJECTS AND PURPOSES

5.1 The objects and purposes for which the Club is established are to:

- (a) promote, encourage, support and provide the opportunity to play the games of tennis, squash and table tennis for Members in Sumner;
- (b) provide Members with appropriate facilities, assistance and support to participate and compete in tennis, squash and table tennis;
- (c) represent, advance and advocate the interests of Members in the participation tennis, squash and table tennis;
- (d) protect, maintain and enhance the Club's Assets;
- (e) protect the integrity of tennis, squash, table tennis and the Club by developing and enforcing standards of conduct, ethical behaviour and good governance which protect and promote the safety and wellbeing of participants;
- (f) support the development of Members, including the relevant training, education and development of Members, including officials, coaches, team managers and volunteers;
- (g) promote and ensure high standards of conduct at the Club and by its Members, including the principles of fair play;
- (h) promote the sports of tennis, squash, table tennis and any other relevant racquet sports that the Committee deems appropriate, including by way of example, joining such relevant local, regional and national bodies or organisations; and
- (i) do all such other lawful acts as may be incidental to the above objects and purposes as the Committee deems appropriate.

5.2 The objects and purposes set out in this clause shall be, and be deemed to be, separate and distinct objects and no objects shall in any way be limited or circumscribed by reference to any other object.

6. MEMBERSHIP

6.1 **Minimum number of Members:** The Club shall maintain the minimum number of Members required by the Act.

6.2 **Consent:** All prospective Members must consent in writing to becoming a Member, prior to being entered into the Register.

6.3 **Classes of Membership:** Subject to any rules and regulations determined by the Committee from time to time, Membership will comprise the following classes of membership:

- (a) **Senior Members:** any person over the age of 18 who has submitted a written application for membership and been approved by a majority of the Committee. The Committee shall not be obliged to give any reason for approving or declining a membership application. Senior Members shall be entitled to all Club privileges, including, but not limited to, the entitlement to one (1) vote and to stand as an officer for the Committee;
 - (b) **Junior Members:** any person who is 18 years of age or under as at 31 December and has submitted a written application for membership and been approved by a majority of the Committee. The Committee shall not be obliged to give any reason for approving or declining a membership application. Junior Members shall be entitled to attend meetings and functions and enjoy all Club privileges, but shall not be entitled to vote or to stand as an officer for the Committee;
 - (c) **Tertiary Members:** any person who is attending a tertiary or educational institution and is not in full-time employment, and has submitted a written application for membership and been approved by a majority of the Committee. The Committee shall not be obliged to give any reason for approving or declining a membership application. Tertiary Members shall be entitled to all Club privileges, including, but not limited to, the entitlement to one (1) vote and to stand as an officer for the Committee;
 - (d) **Life Members:** any Member who has been awarded a life membership by a majority vote at an Annual General Meeting, following a nomination by a Member, seconded by another Member and approval by a majority of the Committee for submission to an Annual General Meeting. Life Members shall be entitled to attend meetings and functions and enjoy all Club privileges without payment of subscriptions or levies, including, but not limited to, the entitlement to one (1) vote and to stand as an officer for the Committee;
 - (e) **Honorary Members:** any person who has submitted a written application for membership and been approved by a majority of the Committee to be an Honorary Member, with the terms of such membership to be determined by the Committee. In addition, Honorary Members shall be entitled to attend meetings and functions and enjoy all Club privileges without payment of subscriptions and levies, including, but not limited to, the entitlement to one (1) vote and to stand as an officer for the Committee; and
 - (f) **Other Members:** such other classes with such rights, privileges and responsibilities as the Committee may determine from time to time in accordance with the Act and these Rules.
- 6.4 **Register of Members:** The Club shall keep an up-to-date register of Members which shall contain for each Member, their name, contact details, the date they became a Member, the category of Membership and any other information required by these Rules or prescribed under the Act.
- 6.5 **Membership Sub-Committees and Advisory Groups:** The Committee may authorise the formation of sub-committees or advisory groups of the Club, if and when it considers it advisable to do so and the Committee may from time to time make, vary or alter terms of reference for the conduct of such sub-committees or advisory groups or for the dissolution or reconstruction thereof.
- 6.6 **Resignation of Members:** Any Member may withdraw from membership of the Club at any time by delivering to the Committee a written notice (either in hard copy or electronic format) of resignation, signed or authorised by the Member or a duly authorised agent, and thereupon such Member shall cease to be a Member and shall have no further interest in

or claim upon the Club. Such Member shall nevertheless be liable for any subscription, special subscription or other fees due on the date of resignation, and no refund will be payable to such Member in respect of any payment already made.

6.7 **Termination of Membership and Services:**

- (a) **Unpaid subscriptions and levies:** Subject to the terms of the relevant class of membership, membership shall automatically lapse when any subscriptions or levies remain unpaid ninety (90) days after the due date. Lapsed membership however shall not prevent the Club from recovering monies owed.
- (b) **Suspension:**
- (i) Any Member, who in the majority opinion of the Committee has acted in a manner prejudicial to the interests of the Club, may be suspended from membership for a period not exceeding four (4) months at the discretion of the Committee, provided that such Member shall have a right to be heard at a meeting of the Committee and a right of appeal to a General Meeting, which may confirm, vary or revoke the Committee's decision. Voting on this issue shall (both by the Committee and in General Meeting) be by secret ballot. At least twenty-one (21) days' written notice of any proposed notice appealing the suspension shall be given to all persons entitled to vote and to the Member concerned, giving particulars of the acts which are the subject of complaint. A suspended Member shall not be eligible to rejoin the Club until the expiry of the period for which they have been suspended.
 - (ii) If, upon expiry of the period for which the Member has been suspended, the conduct which is the cause of the suspension is continuing or the Member continues to act in a manner prejudicial to the interests of the Club in the majority opinion of the Committee, then the Committee may extend the suspension for such period up to the date of the next General Meeting, subject to the Member rights set out in clause 6.7(b)(i).
 - (iii) The Committee shall have the discretion to impose a fine in lieu of suspension. The fine shall equal one year's ordinary subscription for every month's suspension imposed.
- (c) **Expulsion:**
- (i) Expulsion of a Member is to be regarded as a very severe penalty, gravely reflecting on the credit of the individual concerned. Imposition of such a penalty should therefore not be entered upon lightly and expulsion should take place only in accordance with these Rules. The move to expel by the Committee must be taken in good faith and in the genuine interests of the Club as a whole.
 - (ii) Any Member may only have their membership terminated or be expelled from the Club by a resolution passed by a seventy-five percent (75%) majority of those Members attending a General Meeting, provided that at least twenty-one (21) days' written notice of the proposed resolution is given to Members, and that the Member concerned is given an opportunity to be heard before the resolution is voted on.
 - (iii) Separate motions are to be moved if it is desired to suspend or expel two (2) or more Members.

(iv) Members subject to termination or expulsion motions retain their right to vote on them.

(d) **Decision in Writing:** The decision to suspend or expel a Member shall be communicated in writing to such Member. If any person shall cease to be a Member their name shall be removed from the Register.

6.8 **Suspension of Membership Services:** The Committee may direct, that services to any Member who has failed to pay any subscription or fee due be withheld. Suspension of membership services shall not relieve the Member of liability for subscriptions or fees due.

7. GOVERNANCE

The governance of the Club shall be vested in the Committee.

8. COMMITTEE MEMBERS

8.1 Constitution of Committee:

(a) Subject to sub-clause (c), the Committee will consist of a minimum of eight (8) and a maximum of twelve (12) Committee Members elected and appointed in accordance with clause 8.2. The Committee Members must each be:

- (i) natural persons; and
- (ii) not disqualified by these Rules or the Act.

(b) The Committee will comprise the following Officers:

- (i) President;
- (ii) Vice-President;
- (iii) Secretary;
- (iv) Treasurer;
- (v) Tennis Club Captain; and
- (vi) Squash Club Captain.

(c) The immediate past President may, on the invitation of the Committee, be an additional Committee Member for such period as may be determined by the Committee, and the number of Committee Members may exceed the limit set out in sub-clause (a) to enable the appointment of the immediate past President.

8.2 **Appointment and election of Committee Members:** The election and appointment of Committee Members shall be conducted as follows:

(a) **Elected Committee Members:** Up to six (6) Committee Members or the number of Committee vacancies shall be elected at the Annual General Meeting in accordance with clause 8.4.

(b) **Appointed Committee Members:** At any time when the Committee comprises fewer than twelve (12) elected Committee Members, up to four (4) Committee Members may be appointed by resolution of the Committee, having followed such appointment process as may be determined by the Committee.

8.3 **Election and Appointment of Officers:** The Officers of the Committee shall be elected at each Annual General Meeting in accordance with the procedure set out in clause 8.4. The Officers shall retire annually but may be eligible for re-election. Any casual vacancy in an Executive Committee position may be filled by majority vote of the Committee.

8.4 **Voting procedure for Elected Committee Members and Officers:**

- (a) The Elected Committee Members and Officers shall be elected from nominations received by the Committee (or their nominee) not later than fourteen (14) days prior to the date of the relevant Annual General Meeting, or such date determined by the Committee. A nominated person shall have expressed in writing their willingness to accept office in the event of their election.
- (b) Where the number of nominations for the Committee exceeds the number of available vacancies for Elected Committee Members, the election of those potential Elected Committee Members shall be conducted in the following manner:
 - (i) Following the closing date for nominations, the Committee shall send to each Member entitled to vote the names of all candidates, together with a brief resume of each candidate (if applicable) not later than seven (7) days prior to the date of the relevant Annual General Meeting.
 - (ii) At the Annual General Meeting, the Committee Members and Officers shall be elected by secret ballot, and the vacancies will be filled by candidates who polled the greatest number of votes. In the event of a tie, lots shall be drawn by the current President.

8.5 **Removal of officers:**

- (a) Any Elected Committee Member may be removed from office by the majority vote of Members present at a Special General Meeting called for that purpose.
- (b) Any Appointed Committee Member may be removed from office by the majority vote of the Committee or by the majority vote of Members present at a Special General Meeting called for that purpose.

8.6 **Casual vacancy and Co-opting of Committee Members:**

- (a) Any Committee Member position vacated for any cause whatsoever may be filled by the Committee at a Committee meeting and any person so appointed shall hold office only for the unexpired period of their predecessor's original term of office, but shall be eligible for election or appointment at the end of that term in accordance with these Rules.
- (b) The Committee may co-opt a Committee Member to fulfill the role of Secretary and/or Treasurer in the event it is unable to fill these roles from the Elected Committee Members and the number of Committee Members may exceed the limit set out in sub-clause 8.1(a) to enable the appointment of such roles.

8.7 **Terms of office:**

- (a) A Committee Member may retire from office at any time by tendering to the Committee a notice in writing of their resignation.
- (b) A retiring Committee Member shall be eligible for re-election or reappointment, provided that they have not served as a Committee Member for more than the

maximum term prescribed in clause 8.7(d).

- (c) Subject to clause 8.7(d) and the Appendix to these Rules, each Committee Member will retire from office after a term of two (2) years and be eligible for re-election or reappointment to the Committee under clause 8.2.
- (d) Subject to a unanimous resolution of the Committee and a seventy-five percent (75%) majority at an AGM, a person may not serve as a Committee Member for more than a total aggregate of the lesser of:
 - (i) Ten (10) years; or
 - (ii) Five (5) terms (with any partial term counting as a full term for the purpose of this sub-clause).
- (e) Subject to a unanimous resolution of the Committee and a seventy-five percent (75%) majority at an AGM, the President may not serve as chairperson of the Committee for more than a total aggregate of the lesser of:
 - (i) six (6) years; or
 - (ii) three (3) terms (with any partial term counting as a full term for the purpose of this sub-clause).

9. COMMITTEE POWERS AND DUTIES

9.1 The business of the Committee shall be to discuss and determine all matters in which the Club is interested and to carry the same into effect, subject only to compliance with these Rules (including the objects and purposes in clause 5.1), the Act and such directions as may be given by any General Meeting of the Club.

9.2 The Committee may appoint special advisory committees or task forces with specific terms of reference to investigate or take action on any matters relating to the objects or business of the Club, and may:

- (a) require such committees to report to the Committee;
- (b) determine that a Committee Member will be a member of such special advisory committees and/or task forces; and
- (c) dissolve such committees whensoever it may think fit.

9.3 Duties:

- (a) **The Committee:** In general, the Committee is charged with the control of Club Assets and installing and managing policy to ensure the effective administration of the affairs, business and activities of the Club, including:
 - (i) to make all policy decisions and accept responsibility for the running of the Club;
 - (ii) to make, alter or rescind standing orders, By-laws, policies, regulations and codes not consistent with, or repugnant to the Club's Rules or the Act;
 - (iii) to appoint any person or persons on any sub-committee for any special objects or purpose and to define powers and duties of such sub-

committee;

- (iv) to ensure that all duties as directed by General Meetings and the Rules are carried out;
- (v) to monitor the performance of the Club and prepare and maintain accounting records and financial statements for the Club;
- (vi) to meet regularly and supervise/manage the affairs and activities of the Club;
- (vii) to maintain the Register of Members and the Interests Register; and
- (viii) to do all things relating to the Club activities which are not expressly reserved for action by Members in General Meetings.

(b) **President – specific duties:** The duties of the President include:

- (i) to carry out such duties as directed by General Meetings and the Committee;
- (ii) to chair all Committee and General Meetings of the Club, provided that they may delegate the chair at any meeting to the Vice-President;
- (iii) to ensure the policy decisions of the Committee are given effect to;
- (iv) to call General Meetings of Members;
- (v) to perform all duties usual and appropriate to their office;
- (vi) to interpret all points not covered within the Rules or standing orders;
- (vii) to speak and to call for votes at all meetings on issues relating to the Club. In the event of an equal number of votes, they shall have the right to a casting vote as well as their deliberative vote; and
- (viii) to uphold the objects and purposes of the Club.

(c) **Vice-President – specific duties:** The duties of the Vice-President include:

- (i) to render all assistance to the President;
- (ii) to assume the full power and duties of the President in their absence;
- (iii) to chair meetings in the absence of the President; and
- (iv) to carry out such duties as directed by the President.

10. EXECUTIVE COMMITTEE

10.1 **Constitution of Executive Committee:** The Executive Committee shall comprise the President, Vice-President, Secretary and Treasurer, or as otherwise determined by the Committee. The Committee may appoint and remove up to two additional members from its own number as additional members of the Executive Committee.

10.2 **Executive Committee Duties:** The Executive Committee shall:

- (a) have full powers to deal with such acts, matters and things as are authorised by

the Rules or as the Committee may from time-to-time delegate; and

- (b) attend to such acts, matters and things which the Committee considers necessary and expedient for the proper administration of the Club.

11. MEETINGS

11.1 Class of Meetings:

- (a) **Annual General Meeting:** The Annual General Meeting shall be held as soon after the end of the financial year as the Committee may decide and in any event, within six (6) months of the Club's financial year end, for the purpose of receiving the annual report, statement of accounts and balance sheet, appointing the Auditor, and conducting such other business as may have been notified to Members in the notice calling the Annual General Meeting. Twenty-one (21) days' clear notice will be given to all Members of the time and place of the Annual General Meeting and the President's report, annual financial statements and notice of motions shall be issued to all Members at least seven (7) days before the meeting date. The business of the Annual General Meeting shall be:
 - (i) Apologies;
 - (ii) To confirm minutes of the previous Annual General Meeting;
 - (iii) To receive the President's report;
 - (iv) To receive the annual financial statements;
 - (v) To consider any notice of motion;
 - (vi) To consider the appointment of Auditors;
 - (vii) To elect the Committee and Officers for the subsequent year; and
 - (viii) General Business.
- (b) **Special General Meeting:**
 - (i) Special General Meetings shall be held at such times as the Committee may determine for the purpose of discussing any matters in which the Club may be interested.
 - (ii) Special General Meetings may be called at any time upon the request of any ten (10) Members or the President and shall be convened as soon as possible after such request is received by notice, including the object of such meeting, to all Members at least seven (7) days before the meeting date.
- (c) **Committee meetings:** Committee meetings may be called by the President or a Vice-President as and when necessary, but on average not less than at quarterly intervals and with not less than three (3) days' notice, unless approved by the Committee.

11.2 Procedure of meetings: All meetings shall be chaired by:

- (a) the President; or

- (b) in their absence, the Vice-President; or
- (c) in their absence, another member of the Executive Committee.

11.3 **Minutes:** The Committee must ensure that minutes are kept of all proceedings at meetings of the Club.

11.4 **Quorum:**

- (a) Twenty (20) Members present in person (including online or electronically, where permitted) at any General Meeting shall form a quorum, one or more of whom shall be the President or the Vice-President or an Executive Committee member.
- (b) A quorum at Committee meetings shall be at least six (6) Committee Members.
- (c) A quorum at Executive Committee meetings shall be at least three (3) Executive Committee members, one or more of whom shall be the President or the Vice-President.
- (d) If a quorum is not in attendance within thirty (30) minutes after the time for the start of the meeting, the meeting shall be postponed.
- (e) The Committee shall determine whether any General Meeting may be attended by Members online or electronically.

11.5 **Voting:**

- (a) Only those Senior, Tertiary, Life, Honorary Members and Other Members that the Committee determines may vote, who have not been suspended or expelled under clause 6.7, or had membership services withheld under clause 6.8, shall be eligible to vote in accordance with clause 6.3.
- (b) Voting shall be decided by the voices or by a show of hands, unless a ballot is demanded by any five (5) Members present at a General Meeting. In the case of a ballot, one (1) vote only shall be counted for each Member present in person, by proxy or electronically. Any vote taken pursuant to this clause may occur through physical, paper, electronic or other method of voting permitted by the Committee, and any Member may be "*present*" at a meeting through use of such means.
- (c) Unless otherwise prescribed in these Rules, all questions arising at any General Meeting of the Club, or the meetings of the Committee or Executive Committee shall be determined by a majority of those present and entitled to vote.
- (d) At all meetings, in the event of the voting being equal, the President shall have a casting as well as a deliberative vote.
- (e) Voting by proxy shall be permitted in accordance with any rules and requirements issued by the Committee.
- (f) A member of the Committee or the Executive Committee who is an Interested Committee Member may:
 - (i) not vote on or take part in a decision of the Committee relating to the matter;
 - (ii) not sign any document relating to the entry into a transaction or the initiation of the matter; and
 - (iii) take part in any discussion of the Committee relating to the matter and be present at the time of the decision of the Committee (unless the Committee decides otherwise).

12. FINANCIAL MANAGEMENT AND POWERS

12.1 **Powers:** The Club shall have the following powers, subject to clause 12.2 (where applicable):

- (a) to open, operate and close bank accounts. Signing authority on such bank accounts shall be by the Treasurer and one (1) or more of the Executive Committee. The bank account will only operate on the authority of two signatures;
- (b) in the event of the need to transfer Club funds from existing bank account(s) to other(s) (which may be established for the purpose) because the Club faces a distress or emergency situation, any two (2) members of the Executive Committee or Committee Member(s) nominated by resolution of the Committee shall have the authority to execute such action;
- (c) to acquire by purchase, take on lease or otherwise, land and buildings and all other property, real and personal, which the Committee may from time to time think proper or dispose of such property or any part thereof and to erect on any such land any building and to alter, add to and maintain, any building erected upon such land;
- (d) to sell, improve, maintain, manage, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the Assets and rights of the Club;
- (e) to raise or borrow money in such manner and upon such security (if any) as the Committee shall think fit and in particular upon the security of any mortgage, charge or security interest over all or any part of the Club's Assets and rights (both present and future) and generally with such rights and upon such terms and conditions in all respects as the Committee shall see fit;
- (f) to invest and deal with the monies of the Club not immediately required upon such securities or otherwise in such manner as may from time to time be determined by the Committee. Those signatures required for investment transactions shall be the same as those authorised to operate the bank accounts; and
- (g) to take or otherwise acquire and hold or to sell or otherwise dispose of shares in any company or corporation carrying on any business of whatsoever nature which is deemed by the Committee to be capable of being conducted, to further directly or indirectly the objects and purposes of the Club.

12.2 **Property and Major Transactions:** The Committee shall not, without first obtaining the approval by resolution of not less than seventy-five percent (75%) of Members voting at a Special General Meeting called for that purpose in person or by proxy:

- (a) dispose of the Property or any part thereof. For the purposes of this clause 12.2(a), "*dispose*" means to sell, lease for longer than one (1) year, mortgage, charge or otherwise encumber; or
- (b) enter into or undertake a Major Transaction.

12.3 **Financial year:** The financial year of the Club shall date from the 1st day of December to the 30th day of November, or as resolved by the Committee.

12.4 **Annual Subscriptions and Fees:**

(a) **Fees and Annual Subscriptions:**

- (i) The subscriptions and other fees to be paid by Members and the terms of

payment shall be proposed by the Committee, and set by majority resolution at an Annual General Meeting or Special General Meeting called for that purpose.

- (ii) Any annual subscription payable on application shall be as for a full year, unless otherwise determined by the Committee. No refund of subscription shall be payable in the event of resignation or termination.
- (iii) Any annual subscription shall become due and payable by Members on the first day of September in each year, unless otherwise determined by the Committee, provided however, that the Committee may in special circumstances absolve any Member from payment of the whole or any part of the subscription due for such period as it thinks fit.
- (iv) In addition to the annual subscriptions paid by Members, the Committee or the Executive Committee may approve other fees, contracts or financial arrangements related to specific services provided by the Club either to individual Members, groups of Members or as a policy having general application.

- (b) **Special Subscriptions:** The Club may at any time make a call upon Members for a special subscription provided that the resolution ordering such call to be made shall be passed at the Annual General Meeting or a Special General Meeting called for the purpose. Such subscription shall be calculated in a manner approved by the Committee, but the total call upon any Member by way of special subscription shall not in any one year exceed the amount payable as annual subscription for that year.

12.5 **Funds of the Club:** All sums paid by way of annual subscription, special subscription, fees or otherwise, by Members shall be received by the Committee and/or the Treasurer and placed immediately in such institutions and bank accounts as may from time to time be approved by the Committee. Such funds shall be absolutely at the disposal of the Committee to further the objects and purposes of the Club, and:

- (a) may be invested in such manner as may be determined by the Committee; and
- (b) all amounts drawn on the approved bank accounts for sums payable by the Club shall be authorised in such manner as the Committee shall from time to time direct.

12.6 **Accounting Records of the Club:**

- (a) **Accounting records:** The accounting records of the Club shall be kept by the Committee and Treasurer under the supervision of the Committee.
- (b) **Financial statements:** The Club's financial statements, including a profit and loss statement, balance sheet and any other requirement under the Act or relevant legislation must be prepared and filed with the Registrar of Incorporated Societies within six (6) months of each financial year end.

12.7 **Auditor:** The appointment of an Auditor shall be considered annually at the Annual General Meeting. Should a vacancy occur in the office of Auditor, it shall be filled as determined by the Committee.

13. CONTACT PERSONS

The contact persons for the Club will be the President, Vice-President and the Secretary.

14. DISPUTE RESOLUTION

14.1 **Raising disputes:** Any dispute (as defined in the Act), is to be lodged by the complainant with the President, Vice President or the Secretary in writing ("**Dispute Notice**") and must provide such details as are necessary to identify the details of the dispute ("**Dispute**").

14.2 **Addressing the Dispute:** In addition to investigating and dealing with any Dispute, the Committee may:

- (a) appoint a sub-committee or member(s) of the Executive Committee to deal with the Dispute; or
- (b) refer the Dispute to an external arbitrator, arbitral tribunal, or external person (or referee), so long as minimum standards of natural justice and the requirements of this clause are satisfied,

and the person/people considering any Dispute is/are referred to hereafter as the "**decision-maker**".

14.3 **Decision-maker:** The decision-maker:

- (a) shall consider whether to investigate and deal with the Dispute; or
- (b) may decline to do so, if the decision-maker is satisfied that:
 - (i) the Dispute is trivial;
 - (ii) the complaint does not appear to disclose or involve any allegation of the following kind:
 - (aa) that a Member or an officer has engaged in material misconduct;
 - (bb) that a Member, an officer, or the Club has materially breached, or is likely to materially breach, a duty under these Rules or the Act; or
 - (cc) that a Member's rights or interests or Members' rights or interests generally have been materially damaged;
 - (iii) the Dispute appears to be without foundation or there is no apparent evidence to support it;
 - (iv) the person who makes the complaint has an insignificant interest in the matter;
 - (v) the conduct, incident, event, or issue giving rise to the Dispute has already been investigated and dealt with; or
 - (vi) there has been an undue delay in raising the Dispute.

14.4 **Procedure to investigate Dispute:** Where the decision-maker decides to investigate and deal with a Dispute, the decision-maker shall ensure that the person raising the Dispute, and the person in respect of whom the Dispute has been raised, is given the right to be heard.

14.5 **Resolving Dispute:** In resolving the Dispute,

- (a) the complainant raising the Dispute and the decision-maker may agree to resolve

the Dispute through informal discussions, tikanga-based practice, facilitation/mediation or arbitration; and/or

- (b) the decision-maker may:
 - (i) dismiss a grievance or complaint;
 - (ii) uphold a grievance and make such directions as the decision-maker thinks appropriate (with which the Club, Committee, Executive Committee and Members shall comply); or
 - (iii) uphold a complaint and:
 - (aa) reprimand or admonish the party complained against; and/or
 - (bb) if the party complained against is a Member, suspend the Member from membership for a specified period, or terminate the Member's membership; and/or
 - (cc) order the complainant (if a Member) or the party complained against, to meet any of the Club's reasonable costs in dealing with a complaint.

15. ALTERATION OF RULES

15.1 **Alteration of rules:** At any General Meeting any of the rules contained in these Rules may be repealed or altered, or any new rule made.

15.2 **Process:**

- (a) Any proposed repeal, alteration, or new rule shall be submitted first to the Committee.
- (b) If it is submitted to the Committee by at least six (6) Members of the Club, or alternatively it is approved by the Committee, it shall be submitted to a General Meeting to be held not earlier than twenty-one (21) days from the date of such submission and not later than three (3) months from the date of such submission.
- (c) Any alteration, amendment or addition to the Rules shall require a seventy-five percent (75%) majority vote by ballot.
- (d) Any alteration, amendment or addition shall take effect according to its terms and as provided by section 30 of the Act.

15.3 **Approval of IRD:** No addition to or alteration of the pecuniary profit clause or the winding up or dissolution clause shall be approved without the Inland Revenue Department's approval.

16. INTERPRETATION OF RULES

If any doubt shall arise as to the correct interpretation of these Rules, the decision of the Committee shall be final and conclusive, provided such decision is recorded in the minutes of the Club.

17. COMPLIANCE WITH RULES

17.1 These Rules shall be sent to any Member by printed copy or electronic link on request, but no Member shall be excused for non-compliance with or non-observance of the Rules on any allegation that they have not been received by the Member.

17.2 By consenting in writing to become a Member, each Member agrees to be bound by the Rules of the Club and to pay all relevant subscriptions and other fees that are due and payable to the Club. Such payment of subscriptions and/or fees shall not confer upon a Member any separate proprietary interest in any of the property or Assets of the Club.

18. WINDING UP OR DISSOLUTION

18.1 **Winding up:** The Club may be wound up at any time by the vote of seventy-five percent (75%) of Members present at any General Meeting passing a resolution for this purpose, subject to such resolution being confirmed at a subsequent General Meeting held not earlier than thirty (30) days after the date of the passing of the resolution.

18.2 **Surplus assets:** After payment of all debts, liabilities and engagements of the Club and of the Committee and all costs, charges and expenses connected with such winding up or dissolution, the Assets of the Club shall be transferred to such other not-for-profit Club or Clubs with like objectives and purposes to those of the Club as may be determined at any General Meeting. The Assets of the Club shall not be distributed in any manner to Members. In the event of a failure to locate a similar Club, the beneficiary of Asset distribution shall be determined by the High Court of New Zealand.

19. MATTERS NOT PROVIDED FOR

If any matter shall arise which is not, or which in the opinion of the Committee is not, provided for under these Rules, the same shall be determined by the Committee in such manner as it deems fit, and every such determination shall be binding upon the Club, unless and until set aside by the Members at a General Meeting.

20. PECUNIARY PROFIT

No Member or person associated with a Member shall derive any income, benefit or advantage from the Club where they can materially influence the payment of the income, benefit or advantage, except where that income, benefit or advantage is derived from:

- (a) professional services to the Club rendered in the course of business charged at no greater rate than current market rates; or
- (b) interest on money lent at no greater rate than current market rates.

21. NOTICE OF CHANGE OF CONTACT DETAILS

21.1 It shall be the duty of every Member to communicate their change of contact details (including postal and email addresses) to the Club to be recorded in the Register and all correspondence sent to such Members using those contact details shall be deemed to have been delivered to and to have been received in the ordinary course by such Member.

21.2 If a Member fails to communicate their contact details or any changes thereof pursuant to clause 21.1, all correspondence sent to such Member's last known contact details shall be deemed to have been delivered to and received by such Member.

22. RESOLUTIONS BINDING

22.1 All resolutions passed at General Meetings in accordance with these Rules shall be binding on all Members, whether or not they are present at the meeting and a declaration by the President of the meeting that a resolution has been carried or lost together with an entry in the minutes of the Club shall be conclusive evidence of that fact.

APPENDIX

Transition Process – 2026 Election/Appointment of Committee Members

1. For the purposes of the election of Committee Members for 2026, the Club will elect up to twelve (12) Elected Committee Members in accordance with the process set out in clause 8.2(a) of the Rules and the Committee shall appoint any vacancies in the Committee after the election in accordance with the process set out in clause 8.2(b) ("**2026 Committee**"). The terms of office for the 2026 Elected Committee shall be as follows:
 - (a) six (6) out of the twelve (10) 2026 Committee who receive the most votes shall hold office for three (3) years, retiring at the 2029 Annual General Meeting; and
 - (b) the remaining six (6) out of the twelve (12) 2026 Committee (including Appointed Committee Members) shall hold office for two (2) years, retiring at the 2028 Annual General Meeting.
2. For the avoidance of doubt, there will be no election for the 2027 Committee unless a vacancy in the Committee occurs, and the next election shall be for the 2028 Committee in accordance with clause 8.2 of the Rules.