Onerahi Bowling Club Incorporated

Incorporated Society No. 223260

Constitution

Adopted at a Special General Meeting on Saturday 19th October 2024

President: _____

Treasurer _____

Secretary _____

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Onerahi Bowling Club Incorporated

Constitution

PART I – OBJECTS & POWERS

1. Name

1.1. The name of the Club shall be the "Onerahi Bowling Club Incorporated" which is abbreviated in this Constitution as the "Club".

2. Interpretation

"Affiliation Fee" means a fee payable by each Club to Bowls New Zealand and the Centre as specified at the Bowls New Zealand and Centre AGM's.

"AGM" means an Annual General Meeting of the Club convened pursuant to Rule 21.1 (Annual General Meeting).

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

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

"Committee Member" means any person elected or co-opted to the Committee 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 Board" means the Bowls New Zealand judicial board 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.

"Casual Member" means a person who participates in any bowling event or competition held by or at the Club who is not a Playing Member, Limited Playing Member, or a Non-Playing Member. A casual member may use the club facilities for a one-off bowling event/function or the specified limited period of the event/function.

"Centre" and **"the Centre"** means Bowls Northland 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 Hikurangi in the north, to Leigh in the south, and from Mamaranui in the west, to Mt Manaia 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 16.3 (Chairperson).

"Club" means Onerahi 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 Committee pursuant to Rule 30 (Club Regulations).

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

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

"Contact Person" means a person holding the position of contact person for Onerahi Bowling Club Incorporated, being the person, the Registrar of Incorporated Societies can contact when needed.

"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 20.1 to represent the Club at General Meetings of the Centre.

"Disputes and Complaints" 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 or the Club. 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 Committee, or a matter which involves an allegation of Misconduct.

"Former Constitution" means the constitution of the Club which was in place immediately prior to the adoption of this Constitution.

"Financial Year" means the period from 1 May to 30 April in each year, unless otherwise determined by the Committee.

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

"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.

"Interests Register" means the Register held and maintained by the Secretary in which is recorded the information referred to in Rule 28.2.

"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 Committee, 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" means the laws for playing the Game of Bowls as approved by World Bowls.

"Limited Playing Member" means a person who wishes to play bowls at their Club only. The rights and privileges of membership as a Limited Playing Member shall be specified in the constitution, regulations and/or rules of the Club, but cannot extend beyond specific club tournaments and events. A Limited Playing Member may not participate in club championships, centre, or national events.

"Life Member" means any person who has been granted life membership of the Club pursuant to Rule 9.1 (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 July to 30 June.

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

a) breaches any provision of the Laws of the Sport;
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 visitors to 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 Committee 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).

"Non-Playing Member" means a person who does not wish to play bowls at the Club but who wishes to enjoy an on-going association with the Club including participating in social activities at the Club. A Non-Playing Member may also be a Life Member if they are appointed as such pursuant to Rule 9.1 (Life Members) of this Constitution.

"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 Committee 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 non-playing rights and privileges of being a member of the Club, including life members, and students. Only playing members are entitled to play at other affiliated Clubs and to enter Club Championships, Centre, Regional and/or National tournaments and events. A Playing Member may also be a Life Member if they are appointed as such pursuant to Rule 9.1 (Life Members) of this Constitution.

"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 Committee to address privacy matters at the Club.

"Register of Members" means the register described in Rule 11 (Register of Members).

"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 Committee 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.

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 and Contact Persons

3.1. The name of the Club is Onerahi Bowling Club Incorporated.

3.2. The registered office of the Club shall be at such place as determined by the Committee of the Club from time to time.

3.3. At its first meeting following an AGM, the Committee must appoint or reappoint at least one, and a maximum of three, persons to be the Contact Person, subject to those persons meeting the eligibility criteria set out in the Incorporated Society Act 2022. The Committee must advise the Registrar of Incorporated Societies of any change in the Contact Person or that person's Contact Details.

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;
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 Centres, the Club, and the Members, in pursuit of these Objects; and
r) at all times 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) purchase, lease, hire, or otherwise acquire and hold real and personal property, rights, and privileges;
b) control and raise money, including to borrow, invest, loan or advance monies and to secure the payment of such by way of mortgage, or charge over all or part of any of its real and personal property provided that interest paid on such funds borrowed or raised must not exceed the current market rate, and funds advanced or loaned must be at no lesser than the current market rate, unless the recipient of such funds loaned or advanced are promoting the amateur Game of Bowls;
c) sell, lease, mortgage, charge or otherwise dispose of any property of the Club and to grant such rights and privileges of such property as it considers appropriate;
d) determine, raise, and receive money by subscriptions, donations, fees, levies, the sale of goods and services, gate charges, sponsorship, government funding, local authority funding and gaming grants or otherwise;
e) 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;
f) 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;
g) 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, and the Centre Regulations;
h) engage people and organisations to work for and with the Club, provided that the payment for such services shall not exceed the market rate;
i) 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;
j) be a member of the Centre and Bowls New Zealand;
k) determine who are its Members in accordance with the Bowls New Zealand Constitution and the Centre Constitution;
l) establish and maintain a Committee, committees, and other groups and to delegate its powers and functions to such groups;
m) deliver programmes for competing, coaching, and officiating of the Game of Bowls at Club level which align with any Bowls New Zealand, or Centre programmes and initiatives, including any nationally branded programmes developed by Bowls New Zealand
n) 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, such competitions, tournaments and events comply with the Bowls New Zealand Constitution, the Bowls New Zealand Regulations, the Centre Constitution, and the Centre Regulations;

o) award, grant, or otherwise honour achievement and services to the Game of Bowls and the Club;
p) select Club representatives including players and Appointed Personnel;
q) 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 utilise any of the assets of the Club;
r) print and publish documents and implement any computer systems or software packages that the Club may consider desirable for the promotion of its Objects;
s) produce, develop, create, licence, and otherwise exploit, use, and protect the Intellectual Property of the Club;
t) purchase or otherwise acquire all or any part of the property, assets, and liabilities of any one or more companies, institutions, incorporated societies, or organisations whose activities or objects are similar to those of the Club, or with which the Club is authorised to amalgamate or merge, or generally for any purpose designed to benefit the Club; and
u) do any other acts or things which further the Objects.

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 2022.

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);
b) Limited Playing Members as described in Rule 2.1 (Interpretation); and
c) Non-Playing Members as described in Rule 2.1 (Interpretation); and
d) 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 (such as Life Members or students) as determined by the Committee.

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 Committee, the Centre Committee, or the Bowls New Zealand Committee;
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.

7. Playing Members, Limited Playing Members & Non-Playing Members

7.1. **Playing Members**: All Playing Members shall be entitled to:

a) all the playing and other privileges and advantages of membership of the Club;
b) full or limited use of the Club's green or greens, as determined by the Committee and as otherwise limited by the Bowls New Zealand Regulations and the Centre Regulations;
c) hold office in the Club;
d) speak and vote at General Meetings and Special General Meetings of the Club;
e) enter any bowling competition, tournament, or match held by the Club in accordance with any specific rules for the competition, tournament, or match; and
f) if selected, represent the Club in competitions, tournaments, and matches.

7.2. **Limited Playing Members**: All Limited Playing Members shall:

a) be entitled to such privileges and advantages of membership of the Club as determined by the Committee;
b) be entitled to play in approved bowls events within the boundary of the physical club;
c) not be entitled to participate in club, centre or national events that progress to a centre or national championship;
d) be entitled to participate in any event at any other bowling club, provided the other bowling club permits such participation;
e) be entitled to hold office in the Club; and
f) be entitled to speak and vote at General Meetings and Special General Meetings of the Club.

7.3. **Non-Playing Members**: All Non-Playing Members shall be entitled to:

a) such privileges and advantages of membership of the Club as determined by the Committee;
b) hold office in the Club; and
c) speak with approval of the chairperson but not vote at General Meetings and Special General Meetings of the Club.

7.4. **Applications for Playing, Limited Playing & Non-Playing Membership**: Unless Rule 7.8 (Renewal of Membership) applies, all applications for membership of the Club as a Playing Member, Limited Playing Member or a Non-Playing Member must:

a) 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;
b) include an acknowledgement that upon acceptance as a Member the individual is bound by the Governing Documents;
c) notify the Club if they have previously been a member of any other club which is a member of Bowls New Zealand or other national bowls federation;
d) agree to pay the applicable subscription(s) by the date(s) specified by the Committee; and
e) be considered by the Committee in accordance with Rule 7.6 (Consideration).

7.5. **Member Consent**: A person consents to become a Member by submitting their application form and paying their fees, unless otherwise specified in this Constitution.

7.6. **Consideration**: Upon receipt of a properly completed application under Rule 7.4 (Applications for Playing, Limited & Non-Playing Membership), the Committee shall determine whether the application is accepted. The Committee may refuse to accept any applicant for membership on any lawful grounds. The Committee is not required to give reasons for any refusal to grant membership but may choose to do so.

7.7. **Duration of Membership for Playing Members, Limited Playing Members & Non-Playing Members**: The duration of membership at the Club (and thus also membership of the Centre and Bowls New Zealand) for all Playing Members, Limited Playing Member and Non-Playing Members (except Life Members) shall:

a) commence on:

7.7.a.1. the commencement date specified in the Membership Form; or

7.7.a.2. if no commencement date is specified in the Membership Form, then on the date the person's membership is accepted by the Committee; or

7.7.a.3. 1 July each year for all Playing Members, Limited Playing Members and Non-Playing Members who renew their membership in accordance with Rule 7.8 (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

c) if no end date is specified then 30 June (as it occurs within the twelve month period following commencement of membership).

7.8. **Renewal of Membership**: A Playing Member, Limited Playing Member or Non-Playing Member (excluding any Life Member) may annually renew their membership with the Club (and thus the Centre and Bowls New Zealand) without having to complete the requirements specified in Rule 7.4 (Applications for Playing, Limited Playing Member and Non-Playing Membership) by:

a) indicating to the Club that they wish to continue their membership; and

b) paying their annual subscription.

8. Casual Members

8.1. **Casual Members**: Every Casual Member is entitled to:

a) play in the event(s) for which they have registered;

b) participate in other non-playing activities at the Club as determined by the Committee; and

c) attend and speak at General Meetings of the Club if permitted to do so (by the Committee or by the person chairing the General Meeting) but Casual Members are not entitled to vote at General Meetings;

d) use the club facilities for the one-off bowling event/function or the specified limited period of the event/function for which they are registered.

8.2. **Applications for Casual Membership**: The Committee shall determine the manner in which casual members are accepted into the club.

8.3. **Duration of Membership for Casual Members**: Unless a Casual Member's membership is terminated early in accordance with this Constitution, Casual Members shall be Members of the Club for:

a) the period specified by the club, which must be no longer than twelve months;

b) if no period is specified, then for the period of the event(s) for which they have registered.

9. Life Members

9.1. **Life Membership**: Any Playing Member, Limited Playing Member or Non-Playing 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 Committee 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.

9.2. **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 7.8 (Renewal of Membership), commencing on the date their life membership is granted.

10. Subscriptions & Other Fees

10.1. **Annual Subscriptions**: The annual subscription fee(s) due and payable to the Club by every Playing Member, Limited Playing Member and Non-Playing Member (other than any Life Member) shall be determined as follows:

a) the Committee shall recommend the annual subscription fee(s) for Playing, Limited Playing and Non-Playing Members (including any variations for any subcategories of these membership categories) for consideration at a General Meeting; and
b) 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; and
c) The Committee shall have the power to increase subscriptions payable by all classes of membership annually for the ensuring season by an amount up to the equivalent to the C.P.I. (Consumer Price Index) of the previous year without recourse to the Annual General Meeting. Any increase required over this amount must be referred to the Annual General Meeting for approval.

10.2. **Additional Fees**: In addition to the annual subscription fee(s) for Playing Members, Limited Playing Members and Non-Playing Members, the Committee 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 including Casual Members.

10.3. **Payment Date(s)**: Members subscriptions are due and payable as of 1st August each year for the following calendar year.

If paid within the month of August the subscription of full members shall be subject to such amount of rebate as the general meeting shall determine.

10.4. **Reduction**: The Committee 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.

10.5. **Default by Playing Members, Limited Playing Members and Non-Playing Members**: If a Playing Member, Limited Playing Member or Non-Playing Member (except a Life Member) has not paid their annual subscription fee(s) or any other monies owing to the Club by 1st October 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 money have been paid, unless the Committee 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.

10.6. **Default by Casual Members**: If a Casual Member owes any money to the Club, then the Secretary may, in his or her discretion, suspend the Casual Member's membership 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 Committee determines otherwise in special circumstances. Before any suspension can take effect, the Club must give notice to the Member concerned of the outstanding moneys owed.

10.7. **Penalty**: The Committee may determine a penalty payment (or payments) for any default in payment of any annual subscription fee(s) or other fees by a Member.

11. Register of Members

11.1. **Membership Return**: The Club shall complete an annual return setting out details of all Members of the Club for the purposes of:
a) enabling the Club, Centre, and Bowls New Zealand to comply with the Incorporated Societies Act 2022 (by recording the name, address, contact details and date of joining of each Member);
b) determining the exact numbers of each category of Member (as outlined in Rule 6.1 – Membership Categories);
c) determining the exact amount of the fees payable by the Club to the Centre and/or Bowls New Zealand (where applicable);
d) enabling the Club, the Centre, and Bowls New Zealand to meet any contractual statistics and legal obligations they may have, including the provision of membership lists containing the names and contact details of Members.

11.2. **Filing Annual Return**: The Club's annual return, for the period 1 January to 31 December, shall be sent to Bowls New Zealand by 31 January in each year. The Club's annual return must be certified as true and correct by the Club's President and/or Secretary or Treasurer.

11.3. **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 11.5 (Exemptions) until such time as the application has been finally determined.

11.4. **Privacy Act 2020**: 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 2020, the use or disclosure of personal information obtained pursuant to Rule 11.1 (Membership Return) shall, subject to the provisions of Rule 11.5 (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.

11.5. **Exemptions**: Notwithstanding the provisions of Rule 11.4 (Privacy Act 2020):

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 Privacy Officer for an exemption. Any application to the Privacy Officer 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 Privacy Officer under this Rule may request that the matter be considered by the Committee whose decision shall be final. The Committee may, if it wishes to do so, seek input from Bowls New Zealand before making any final determination.

11.6. **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 2020.

12. Resignation, Suspension & Termination of Membership

12.1. **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 7.8 (Renewal of Membership);

b) resignation of membership as described in Rule 12.2 (Resignation);

c) termination for default in fees as described in Rule 12.4 (Suspension & Termination for Default in Fees); or

d) termination under Rule 22 (Discipline).

12.2. **Resignation**: A Member may resign their membership of the Club by giving not less than 7 Days' notice in writing to the Secretary (or such other person as designated by the Committee). 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.

12.3. **Suspension & Termination of Membership**: For the purposes of this Rule 12 (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.

12.4. **Suspension & Termination for Default in Fees**: A Playing Member, Limited Playing Member or Non-Playing Member may have their membership of the Club suspended or terminated by the Committee 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. A Casual Member may have their membership of the Club terminated by the Committee if any fees are due and outstanding to the Club for a

period of 7 Days or longer after the date of any notice requiring the Casual Member to pay the same has been given to the Casual Member by the Club. Any such Member shall not be relieved from liability to pay the money owed to the Club.

12.5. **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 Committee in accordance with Rule 22 (Discipline).

12.6. **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 Committee 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 Committee upon the Club receiving notice from the relevant Centre and/or Bowls New Zealand of such reinstatement.

12.7. **Notification of Decision**: Upon receipt of any decision to suspend or terminate a person's membership of the Club as a Playing Member, Limited Playing Member, or a Non-Playing Member under Rule 12.5 (Suspension & Termination by the Club) or Rule 12.6 (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 12.5 (Suspension & Termination by the Club) or Rule 12.6 (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.

12.8. **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). In particular the Member shall:

a) 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;
b) 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;
c) 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
d) 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 12.9 (Reinstatement by Club).

The Judicial process may recommend that the suspended or terminated Member also be suspended or terminated by the Centre and Bowls New Zealand based on the severity and nature of the misconduct as recommended in the Bowls New Zealand Disciplinary Guidebook.

12.9. **Reinstatement by Club**: Membership, which has been suspended or terminated by a Club, may be reinstated at the discretion of the Club Committee. 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

13. Patron

13.1. The Committee 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 Committee 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 Committee.

14. Committee

14.1. **Positions on the Committee:** The Club shall have a Committee 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 14 (Committee). The Committee shall consist of the following:

a) a President;
b) a Vice President;
c) a Secretary;
d) a Treasurer;
e) a Match Committee Chairman;
f) a Greens Superintendent; and
g) up to three other persons (including any persons co-opted to serve on the Committee in accordance with this Constitution).

14.2. **Election**: The members of the Committee of the Club shall be elected at each AGM in accordance with this Rule 14 (Committee), except for any members co-opted under Rule 14.3 (Co-option) or 15.2 (Co-option if a Vacancy Arises).

14.3. **Co-option**: The Committee may, if it considers it desirable to do so at any time, co-opt up to two persons to serve on the Committee for a period determined by the Committee (which shall 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 Committee.

14.4. **Restriction**: Individuals may not be elected or co-opted to serve on the Committee if any of the following apply:

a) the person is an undischarged bankrupt, or is subject to a condition not yet fulfilled or any order under the Insolvency Act 2006;
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; and
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.

The person wishing to serve on the Committee must be a Member of the Club.

14.5. **Term of Office**: The term of office of all elected members of the Committee 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 14.3 (Co-option), the term of office for a person who is co-opted to the Committee shall commence on their appointment and expire at the conclusion of the next AGM. Each member of the Committee shall be eligible for re-election or co-option.

14.6. **Call for Applications**: Prior to the AGM in each year, the Club shall call for applications for positions on the Committee. 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 Committee positions can be included in the agenda for the AGM.

14.7. **Form of Applications**: Unless Rule 14.8 (No Applications) applies, all applications for positions on the Committee shall:

a) be in writing and signed by the applicant;
b) be signed by another member of the club (with voting rights) as a seconder to the application;
c) indicate the position for which the applicant is seeking election (if a specific position is sought); and
d) include the applicant's full postal address and contact details and such other information as the Committee may request in respect of each application.

14.8. **No Applications**: If no valid application for a vacant position on the Committee 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.

14.9. **Single Application**: If only one application is received for a position, then unless Rule 14.4 (Restriction) applies whereby the applicant is not eligible to serve on the Committee, 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.

14.10. **Multiple Applications**: If more than one valid application for any position on the Committee 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 Committee deems appropriate; and
b) at the AGM an election shall be held by a secret ballot or show of hands if the AGM agrees according to Rule 21.13, being taken amongst those Voting Members present and entitled to vote at the AGM and the highest polling candidates shall be declared elected.

14.11. **Order**: Any elections to the Committee at a General Meeting shall be conducted and declared in the order in which the positions appear in Rule 14.1 (Positions on the Committee).

14.12. **Equality of Votes**: Where there is an equality of votes between candidates for a position on the Committee 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.

14.13. **Suspension of Committee Member**: The Committee may, after reasonable enquiry and after giving the person concerned the right to be heard, suspend a person from their position on the Committee in the following circumstances:

a) if the person is charged with committing a criminal offence punishable by a term of imprisonment and the Committee consider the circumstances justify immediate suspension; or
b) if any of the circumstances described in Rule 14.4 (Restriction) occur to that person during their term of office; or
c) if the Committee consider any member of the Committee has breached any one or more of the duties specified in Rule 17.2 (Duties of the Committee); or
d) if the Committee consider any member of the Committee has acted in a manner that has caused, or may cause, significant harm to the Club.

14.14. **Removal From Office**: In addition to the power of suspension in Rule 14.13 (Suspension of Committee Member) the Committee may, with the approval of a motion by no less than two-thirds of the Committee, remove any Committee Member from the Committee before the expiry of their term of office if any of the circumstances set out in Rule 14.13a to 14.13d apply, provided that:

a) the person concerned has been notified that a Committee 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 Committee meeting or by submission in person at the Committee meeting.

15. Vacancies on the Committee

15.1. **Vacancies**: A position on the Committee shall be vacated immediately if the holder of it:

a) resigns from his or her position on the Committee;
b) is removed from office in accordance with this Constitution;
c) is absent from three (or more) consecutive meetings of the Committee without the approval of the Committee; or
d) dies.

15.2. **Co-option if a Vacancy Arises**: In addition to the power specified in Rule 14.3 (Co-option), if any vacancy arises on the Committee after an AGM, the Committee has the power to fill that vacancy by co-option until the next AGM, or the Committee may choose to leave the position vacant until the next AGM.

16. Proceedings of the Committee

16.1. **Committee Meetings**: Meetings of the Committee may be called at any time by the President or two or more Committee Members, but generally the Committee shall meet at least seven (7) times per year.

16.2. **Notice of Meetings**: Unless an urgent matter needs to be considered, the Secretary shall provide each Committee Member with not less than 14 Days' written notice of any Committee meeting convened under Rule 16.1 (Committee Meetings).

16.3. **Chairperson**: At the first Committee meeting following each AGM, the Committee shall elect a chairperson from amongst their number ("Chairperson"). The Chairperson shall chair all meetings of the Committee unless he or she is unavailable - in which case the Committee shall select another member of the Committee to stand in his or her place during the period of unavailability.

16.4. **Quorum**: The quorum necessary for the transaction of business of the Committee shall be greater than 50% of the appointed Committee Members. No business shall be transacted at any Committee 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 Committee Members. If at the adjourned meeting a quorum is not present within half an hour after the appointed time, the Committee Members present at the reconvened meeting shall constitute a quorum.

16.5. **Disclosure of Interests**: Any Committee Member who may derive some personal or financial advantage from any matter before the Committee shall disclose the nature and extent of their interest to the Committee and shall take no part whatsoever in the matter before the Committee where they hold such interest.

16.6. **Voting**: Each Committee Member present, at any Committee 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 Committee Member, by show of hands or a ballot. Proxy and postal voting are not permitted at meetings of the Committee.

16.7. **Resolutions**: The Committee 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 Committee as long as:

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

16.8. **Minutes**: The Secretary shall ensure the proceedings of each Committee meeting are properly recorded as soon as possible after the conclusion of each Committee 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 Committee.

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

16.10. **Expenses**: Subject to the requirements in Rule 28 (Application of Income & No Financial Gain), the Committee may, by majority vote, reimburse its Committee Members for their actual and reasonable

expenses incurred in the conduct of the business of the Club. Prior to doing so the Committee must establish a policy to be applied to the reimbursement of any such expenses.

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

17. Powers & Duties of the Committee

17.1. **Overall Power**: The Committee shall govern the Club and be responsible for managing the business and affairs of the Club. Subject to this Constitution, the Committee 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 Committee 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.

17.2. **Duties of Committee Members**: The specific duties for each role on the Committee are those specified in this Constitution and any others as determined by the Committee. The general duties of each Committee 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 Committee 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 Committee 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 Committee 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 Committee Member, and the nature of the responsibilities undertaken by the Committee Member.

17.3. **Powers of the Committee**: Without limiting the generality of the Committee'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 Committee 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 for 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 Committee (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 Committee 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 Committee, 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 in accordance with the Laws of the Sport and the Governing Documents;
q) discipline Members in accordance with this Constitution and the Regulations;
r) hear and determine any Disputes, Misconduct or other matters as specified in this Constitution and the Regulations; and
s) regularly update the Club's position descriptions and Regulations (if applicable).

18. Duties of the Secretary

18.1. **Duties**: The Secretary shall:

a) give notice of, and attend, all General Meetings, Special General Meetings and Committee meetings (unless they are unavailable in which case another Committee Member (selected by the Committee) shall fill this role);
b) keep minutes of the proceedings of all General Meetings, Special General Meetings and Committee meetings (unless they are unavailable in which case another Committee Member (selected by the Committee) shall fill this role);
c) prepare and forward the annual return of the Club to the Centre and Bowls New Zealand, in accordance with the requirements of the Centre and Bowls New Zealand;
d) maintain the Club's Register of Members in accordance with this Constitution;
e) generally perform such duties as are required under the Governing Documents; and
f) be one of the nominated person(s) as contact for the Incorporated Society and ensure all documentation is kept up to date with the Registrar of the Incorporated Societies.

19. Duties of the Treasurer

19.1. **Duties**: The Treasurer shall:

a) collect and account for all subscriptions and other monies payable to the Club, bank such funds to the credit of the Club's banking account, disburse Club money as directed by the Committee, and keep proper accounts of the financial affairs of the Club;
b) pay and account for all accounts payable for the Club, with the approval of the Committee before payment, and report to each meeting of the Committee 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; and
d) generally perform such duties as are required under the Governing Documents.

20. Delegate to Represent the Club

20.1. At any time, the Committee may appoint a person to act as a Delegate for the Club at meetings of the Centre or Bowls New Zealand. If a person is so appointed, then:

a) when specific instructions are given by the Committee 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 Committee all decisions of the Centre or Bowls New Zealand which it is made aware of that are of interest to the Club.

PART IV – GENERAL MEETINGS

21. General Meetings

21.1. **Annual General Meeting**: An Annual General Meeting ("AGM") of the Club shall be held not later than 31 July each year.

21.2. **Special General Meetings**: Any other general meeting of the Voting Members shall be described as a Special General Meeting ("SGM").

21.3. **Notice of AGM**: The Club shall give at least 30 Days' written notice of any AGM to all Committee Members and Voting Members. The notice shall set out:

a) the date, time, and venue for the AGM (as determined by the Committee); 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 Committee.

c) the format by which the meeting will be conducted, either in person or through the use of appropriate audio visual technology.

Written resolutions may not be passed in lieu of a General Meeting.

21.4. **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 Committee'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 Committee;

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 Committee for new Life membership of the Club;

h) considering and making recommendations to the Committee 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.

21.5. **AGM Agenda**: An agenda containing the business to be discussed at the AGM (as set out in Rule 21.4 – AGM Business) shall be sent to all Committee 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.

21.6. **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 Committee. Only Voting Members may submit notices of motion. Every notice of motion must be signed by the Voting Member who submitted it.

21.7. **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.

21.8. **Special General Meeting**: The Secretary shall convene a SGM of the Club by giving the requisite notice required under Rule 21.9 (Notice of SGM):

a) when directed to do so by the Committee, 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 eight Voting Members which requisition must provide full details of the business that is proposed to be dealt with at the meeting.

21.9. **Notice of SGM**: If the Secretary is required to convene an SGM, the Secretary shall give at least 14 Days' notice of the time, date, and venue of such meeting to all Committee Members and all Voting Members, unless the Committee 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.

21.10. **Chairperson**: The President (or another person nominated by the President & Committee) shall chair all General Meetings of the Club.

21.11. **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.

21.12. **Observers**: In addition to the Voting Members, all other Members are entitled to attend General Meetings as observers, but shall not be entitled to:

a) speak unless permitted by the chairperson of the General Meeting; or
b) vote.

21.13. **Voting**: At General Meetings:

a) all voting shall be by show of hands unless any two Voting Members present and entitled to vote at the General Meeting request a secret ballot, in which case voting shall be by secret ballot;
b) where a show of hands or ballot is taken, the total votes for and against the motion or amendment may be recorded;
c) voting shall be by Ordinary Resolution unless this Constitution expressly requires a Special Resolution;
d) 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
e) no proxy voting shall be allowed.

21.14. **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.

21.15. **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 Committee Members. A copy of such minutes shall also be made available upon request to any Member of the Club or the Centre or Bowls New Zealand.

PART V – DISCIPLINE FOR MISCONDUCT, DISPUTES & COMPLAINTS

22. Definitions

22.1. **Misconduct**: Misconduct means, but shall not be restricted to, situations where a Member:

a) breaches any provision of the Laws of the Sport;
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 visitors to the Club, or any person acting for or on behalf of the Club;
f) breaches:
   22.1.f.1. any provision of this Constitution, or the Bowls New Zealand Constitution or the constitution of a Centre;
   22.1.f.2. the regulations, by-laws, or other rules (however described) of the Club, Bowls New Zealand or a Centre;
   22.1.f.3. any policies of the Club, Bowls New Zealand, or a Centre;
   22.1.f.4. any reasonable direction of the Club, Bowls New Zealand, or a Centre (or person authorised on their behalf);
   22.1.f.5. any decision of a General Meeting, the Committee, or 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.

22.2. **Disputes & Complaints**: A dispute or complaint is 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 or the Club. A Dispute or Complaint shall not include:
a) 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;
b) any decision of the Bowls New Zealand Board; or
c) a matter which involves an allegation of Misconduct.

23. Jurisdiction

23.1. **Jurisdiction of the Club Committee**: Subject to Rule 23.2 (Jurisdiction of Bowls New Zealand) and in accordance with the Club Regulations, the Committee has jurisdiction to hear and determine Disputes & Complaints, and Misconduct at Club Level. For the purposes of this Rule the Club Committee includes any sub-committee of the Club, including a judicial committee established by the Committee in accordance with Rule 17.3h (Powers of the Committee).

23.2. **Jurisdiction of Bowls New Zealand**: Bowls New Zealand in accordance with the Bowls New Zealand Regulations, shall have jurisdiction to hear and determine:
a) Matters of Misconduct, as established in Rule 22.1;
b) Complaints, Disputes and Misconduct at National and International Events, unless already heard in accordance with any applicable event rule;
c) Matters relating to Anti-Doping and Anti-Match Fixing; and/or
d) Any breach of a decision of the Bowls New Zealand Committee.

23.3. **Jurisdiction for Misconduct**: A member may elect to have matters of Misconduct heard by either the Club or Bowls New Zealand. If any party objects to Jurisdiction, then the matter will automatically be referred to Bowls New Zealand.

24. Procedure

24.1. The relevant body in Rule 23 (Jurisdiction) shall take such action as it considers appropriate, provided it acts in accordance with the principles of natural justice and any applicable Regulations.

24.2. A Member or an Officer may seek to resolve a complaint, dispute, or misconduct matter, by giving to the Club Committee or Bowls New Zealand, a notice in writing that—

a) states that the Member or Officer is starting a procedure for resolving a dispute, complaint, or misconduct matter in accordance with the Constitution; and

b) sets out the allegation or allegations to which the dispute, complaint or misconduct relates and whom the allegation is against; and

c) sets out any other information reasonably required by the Bowling Club or Bowls New Zealand.

24.3. The information given under subclause (24.2) must be sufficient to ensure that a person against whom an allegation is made is fairly advised of the allegation or allegations concerning them, with sufficient details given to enable that person to prepare a response.

24.4. The procedure for managing Disputes, Complaints and matters of Misconduct is detailed in the Bowling Club Regulations.

25. Appeals

25.1. **Process**: The appeal process for appeals of decisions involving Misconduct, Disputes & Complaints shall be as follows:

a) Appeal to the Bowls New Zealand Judicial Committee: Where there is a Discipline matter which is decided by the Club Committee (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.

b) Appeal to the Bowls New Zealand Judicial Committee: Where there is a Discipline matter which is decided by Bowls New Zealand (or Bowls NZ Commissioner 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 or equivalent statutory body: Where there is a Dispute, Complaint or Misconduct which is decided by the Bowls New Zealand Judicial Committee, 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, except an appeal to the Sports Tribunal (or equivalent statutory body).

25.2. **Procedure**: In deciding any appeal under Rule 25, the Bowls New Zealand Judicial Committee shall adhere to the principles of natural justice and any applicable Regulations.

25.3. **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.

26. Laws of the Sport

26.1. All matches shall be played in accordance with the Laws of the Sport and 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

27. Financial

27.1. **Financial Year**: The financial year of the Club shall end on 30 April in each year.

27.2. **Club Funds**: The Committee is responsible for the receipt and banking of all monies received by the Club and all sums paid out by the Club.

27.3. **Banking**: The Club's current bank account(s) shall be kept at a trading bank chosen by the Committee. All 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 Committee.

27.4. **Accounting Records**: The Committee 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 Committee) shall be forwarded to each Voting Member with the notice of the AGM.

27.5. **Annual Review**: An Auditor or Financial Reviewer, who shall not be a member of the Committee, shall be appointed by the Committee annually. The role of the reviewer or auditor is to examine and report on the annual accounts of the Club. The Auditor or Financial Reviewer shall at all reasonable times have access to the books and accounts of the Club and shall be entitled to any information required relating to them or to any matter deemed necessary or desirable for audit purposes.

27.6. **Filing Returns**: The Society must file its annual financial statement with the Incorporated Society within six (6) months of the financial year end of the club. (as set out in the Incorporated Society Act 2022).

28. Application of Income & No Financial Gain

28.1. **Application of Income**: The income and property of the Club shall be applied solely towards the promotion of the Objects of the Club.

28.2. **No Financial Gain**: 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

29. Alterations to Constitution

29.1. **Process**: This Constitution may only be altered, added to, or repealed by a Special Resolution at a General Meeting in accordance with this Constitution.

29.2. **Timing**: Notice of an intention to alter this Constitution may be given by the Committee 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 21.8 – Special General Meetings).

The Club shall consult with Bowls New Zealand and/or the Centre at the earliest possible time, and at least 14 days prior to any General Meeting being held to decide on any proposal which involves changes to land ownership, major facility redevelopment, amalgamation or winding up of the Club. Bowls New Zealand and/or the Centre, if it requests, are to be given an opportunity to address the Club members at the General Meeting called to consider the proposal.

29.3. **Objects & Powers**: Any changes to the Objects and Powers in this constitution require the prior written approval of Bowls New Zealand.

30. Club Regulations

30.1. **Committee to Determine**: The Committee may determine regulations (to be known as "Club Regulations") covering any matters as the Committee 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 Committee considers appropriate.

30.2. **Application**: Club Regulations shall be binding on all Members.

30.3. **Alterations**: Club Regulations may be rescinded, amended, or added to from time to time but only by resolution of the Committee.

31. Dissolution & Liquidation

31.1. **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.

31.2. **Other**: The Club may also be put into liquidation or dissolved in accordance with the Incorporated Societies Act 2022.

31.3. **Distribution**: If, upon the liquidation, or dissolution of the Club, there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, that property shall not be paid to or distributed among the Members of the Club, but shall be given or transferred to Bowls New Zealand Inc. the National body for Lawn Bowls in New Zealand and/or the local regional Centre for the sport of lawn bowls and/or some other body that:

a) operates substantially or primarily for the purpose of promoting the Game of Bowls as an amateur sport conducted for the recreation and benefit of the general public; and

b) any other not-for-profit entity or entities in New Zealand which are exclusively charitable, and which share similar purposes to the Club.

No part of the club's income or other funds may be paid or received for the financial gain of any individual.

32. Resolving to apply for removal from the Register

32.1. **Removal**: The Society may be removed from the Register of Incorporated Societies in accordance with the provisions of part 5 of the Incorporated Society Act 2022.

32.2. **Notice**: The Committee shall give 30 working days written notice to all members of the proposed resolution to remove the Society from the Register of Incorporated Societies. The Committee shall also give written notice to all members of the General Meeting at which any such proposed resolution is to be considered. The notice shall include all information as required by section 228 (4) of the Incorporated Society Act 2022.

32.3. **Resolution**: Any resolution to remove the society from the Register of Incorporated Societies must be passed by two thirds majority of all members present and voting.

33. Notices

33.1. **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.

33.2. **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.

34. Awards

34.1. On the recommendation of the Committee 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.

35. Uniform & Colours

35.1. The official uniform and official colours of the Club shall be determined by the Committee.

36. Common Seal

36.1. 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 Committee.

37. Indemnity & Insurance

37.1. **Indemnity**: Each Member and each Committee 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.

37.2. **Insurance**: The Committee may, at the expense of the Club, obtain any appropriate insurance cover in respect of the indemnity provision in Rule 37.1 (Indemnity).

38. Matters Not Provided For

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

39. Transitional Provisions

39.1. **Members**: Subject to Rule 12 (Resignation, Suspension & Termination of Membership), for the period from the date this Constitution comes into force until the commencement of the next Membership Year at the Club, all persons who were regarded under the Former Constitution of this Club:

a) as current Full Playing or Limited Members, Associate Members, Student Members or Playing Life Members of the Club shall be deemed to be Playing or Limited Members under this Constitution;

b) as current Social Non-Playing Members, Non-Playing Life Members or Honorary Members of the Club shall be deemed to be Non-Playing Members under this Constitution; and

c) as current Casual Members shall be deemed to be Casual Members under this Constitution.

39.2. **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 Committee as it sees fit.