



## Certificate - Alteration of rules

Section 21 Incorporated Societies Act 1908

### 1. Name of society

The Auckland Rowing Club Incorporated

### 2. Society number

221344

I certify that the alteration has been made in accordance with the rules of the society.

### Name

Seanette Lomas

### Position

Honorary Secretary

### Signature

25 05 2016

### 3. Complete this checklist before filing your application

This certification has been completed by an officer of or a solicitor for the society.

A copy of the rule alteration(s) is attached. **NOTE** | This can either be a complete copy of the updated rules with the alterations underlined or in bold type, or a copy of the particular rule(s) that were altered.

The copy of the alteration to rules has been signed by three members of the society.

#### For society name changes --

This rule alteration also includes a name change for the society, and

We have checked that the new name of the society is available by conducting Register Searches at both [www.societies.govt.nz](http://www.societies.govt.nz) and [www.companies.govt.nz](http://www.companies.govt.nz)

### What must be included in your rules?

Section 6 of the Incorporated Societies Act 1908 requires that a society's rules include the following:

- The name of the society (ending with the word Incorporated)
- The objects for which the society is established
- How people become members of the society and cease being members of the society
- How meetings of the society will be called and held and how voting will take place
- How officers of the society will be appointed
- Control and use of the common seal
- How the society's funds will be controlled and invested
- The powers (if any) that the society has to borrow money
- How any property of the society will be distributed in the event of the society being wound up
- How the rules of the society can be altered

NPC# 09

30 JUN 2016

### 4. Your contact details

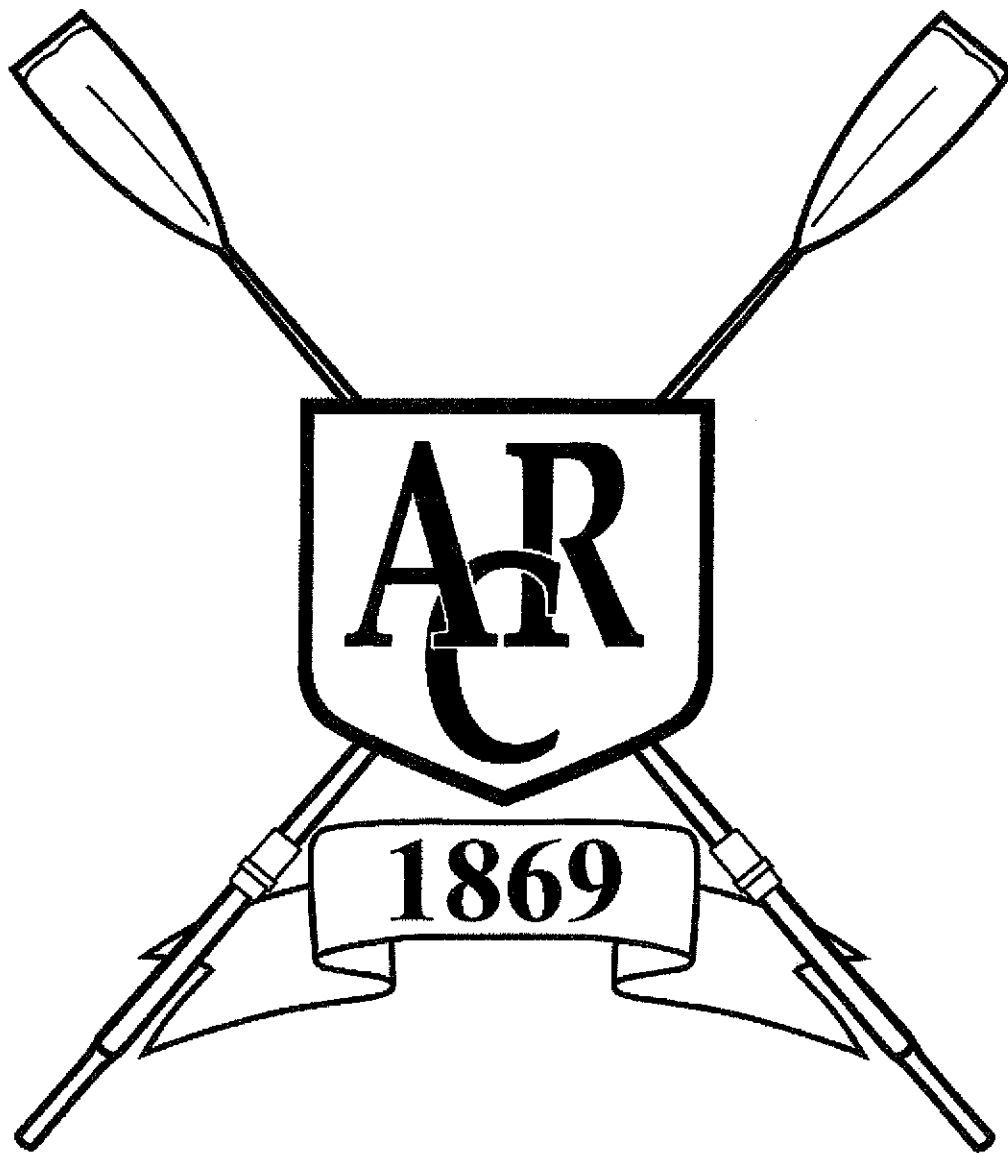
Name and postal address

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# The Auckland Rowing Club Incorporated



(Current June 2014 2016)

## DEFINITIONS

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1. **DEFINITIONS**
- 1.1 **AGM** means an Annual General Meeting of the Club called in accordance with this Constitution.
- 1.2 **ARA** means the Auckland Rowing Association Incorporated or such successor organisation responsible for representing the interests of rowing clubs situate within the greater Auckland region.
- 1.3 **Chairperson** means the person appointed by the Executive Committee to act as Chairperson of the Executive Committee in accordance with Clause 33.4(b).
- 1.4 **Clubrooms** means the building and environs situate at Ian Shaw Park, Panama Road, Mount Wellington, Auckland used by the Club to conduct its activities.
- 1.5 **Constitution** means this constitution and all rules or other enactments made pursuant to it, that are from time to time applicable.
- 1.6 **Financial Member** means a Member who is not in arrears with his/her Membership Fees.
- 1.7 **GM** means a general meeting of the Club whether an AGM or SGM.
- 1.8 **Member** means a person or organisation elected as a Member and who has not ceased to be a Member in accordance with this Constitution.
- 1.9 **Membership Application Form** means such form approved by the Executive Committee from time to time upon which persons may apply for Membership in accordance with this Constitution.
- 1.10 **Membership Fee** means the annual fee and any other levies required to be paid by Members to be a Financial Member.
- 1.11 **NZRA** means the New Zealand Rowing Association Incorporated or such successor governing body responsible for organising and managing the sport of rowing in New Zealand.
- 1.12 **Rules** means all the Rules made by the Executive Committee pursuant to this Constitution.
- 1.13 **SGM** means a Special General Meeting of the Club called in accordance with this Constitution.
- 1.14 **Simple Majority Resolution** means a resolution which requires more than fifty per cent of those persons eligible voting in favour of the resolution.

- 1.15 **Special Majority Resolution** means a resolution which requires more than 75% of those persons eligible voting in favour of the resolution.
- 1.16 **Unfinancial Member** means a Member who is in arrears with his/her Membership Fees.
- 1.17 **Voting Member** means those Members eligible to vote at a GM and who are not Unfinancial Members at the time they wish to exercise their vote.

## **ABOUT THE CLUB**

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### **2. NAME**

- 2.1 This organisation shall be called *The Auckland Rowing Club Incorporated* ("The Club").

### **3. CLUB DETAILS**

- 3.1 The Club shall be registered in accordance with the Incorporated Societies Act 1908 or any successor Act.
- 3.2 The registered office of the Club shall be at the Clubrooms or such other place as the Executive Committee shall determine from time to time.
- 3.3 The competing uniform of the Club shall be black shorts and singlet or rowsuit with red and black 50mm wide horizontal hoops, as registered with NZRA or as approved from time to time by the Executive Committee.

### **4. OBJECTS**

- 4.1 Participate in and promote the sport of rowing for the enjoyment of its Members and the wider community.
- 4.2 Provide, maintain and manage the Clubrooms, plant and equipment.
- 4.3 Compete at the New Zealand National Rowing Championships and other rowing regattas.
- 4.4 Develop a pathway to enable rowers to achieve selection to a New Zealand rowing team.
- 4.5 Actively attract all categories of membership of the Club.
- 4.6 Create opportunities for all Members to reach their potential as rowers, coaches, officials or administrators.
- 4.7 Promote and develop the Ian Shaw Park and Tamaki River as a venue for water paddling sports.
- 4.8 Achieve and maintain affiliated membership of the ARA and NZRA and act in accordance with their rules and regulations.

(Current June 2014 2016)

4.9 Promote social activities and functions among the Members of the Club for such purposes as are necessary or desirable.

4.10 Maintain and foster the ideals and aims of rowing.

## **5. AFFILIATION**

5.1 The Club shall be affiliated to the ARA and the NZRA, and its Members shall be subject to the rules of NZRA and ARA insofar as those rules are applicable.

5.2 Where there is a conflict between the rules of NZRA or ARA and the Club, the rules of the Club shall prevail.

## **6. POWERS AND FUNCTIONS**

6.1 Act with the ARA, NZRA, or with other approved representative bodies in the best interests of rowing generally.

6.2 Appoint appropriate honorary officials, paid officers, paid coaches or administrators.

6.3 Keep proper records of all decisions taken and of matters of importance to and pertaining to the Club.

6.4 Make or alter Rules on all matters authorised by or in furtherance of the objects of the Constitution provided that they are not inconsistent with the Constitution.

6.5 Set and collect such Membership Fees from the Members, where applicable.

6.6 Purchase, lease, hire or otherwise buy land, buildings and other real or personal property which the Club may from time to time deem necessary or expedient, or build, erect, alter or improve or contribute towards the costs of building, erecting or improving any such building or other property provided doing so is consistent with the objects of the Club.

6.7 Sell, let or otherwise dispose of the whole or part of the real or personal property of the Club not for the time being required for the purposes of the Club.

6.8 Apply the income and property of the Club from wherever it may be derived to the promotion of the objects of the Club and to invest or loan any monies of the Club not immediately required for any of its objects in any matter.

6.9 Borrow money, whether by way of bank overdraft or otherwise and to give security for any borrowings and/or procure guarantees.

6.10 Employ such professional services as may in the opinion of the Club be expedient to or necessary for carrying out execution of any of the objects of the Club.

6.11 Be an incorporated society.

6.12 Exploit its name or logo or brand.

- 6.13 Do all things that are conducive to the attainment of all or any of the objects of the Club.

## **MEMBERSHIP OF THE CLUB**

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### **7. MEMBERSHIP CATEGORIES**

7.1 The membership of the Club shall consist of:

- (a) Life Members;
- (b) Associate Members;
- (c) Family Members;
- (d) Competitive Members;
- (e) Coach Members
- (f) University Members;
- (g) Affiliated Members;
- (h) Lessee Members;
- (i) Corporate Members.

### **8. CONSEQUENCES OF MEMBERSHIP**

8.1 Membership of the Club shall bind all Members to abide by the provisions of this Constitution, the rules of the Club and NZRA, and the decisions of the Club. Any Member breaching them shall be dealt with in accordance with this Constitution providing always that expulsion shall require a special majority resolution of the AGM.

8.2 Unless otherwise stated, all persons on first applying for membership must complete a Membership Application Form and upon completion of that form shall abide by the provisions of this Constitution until such time as they cease to become a Member or their application for Membership is rejected.

### **9. RESPONSIBILITIES OF MEMBERS**

9.1 All Members shall:

- (a) Foster a harmonious, co-operative and collegiate atmosphere within the Club.
- (b) Preserve the good reputation of the Club amongst the rowing and wider community.
- (c) Be courteous to other Members.

- (d) Take all due care to ensure that the Club's equipment and property are not damaged and reimburse the Club any loss it suffers as a result of the Member's negligence or wilful action.
- (e) Contribute to the efficient running of the Club.

## **10. LIFE MEMBERS**

- 10.1 **Eligibility:** any Member or former Member who has given outstanding service to the Club.
- 10.2 **Nomination:** Any Financial Member may nominate an eligible person by submitting a nomination in writing to the Honorary Secretary. Such nomination must then be approved for recommendation to a GM by the Executive Committee.
- 10.3 **Election:** A person recommended for Life Membership by the Executive Committee shall be elected as a Life Member upon a unanimous vote of a GM.
- 10.4 **Voting Rights:** a Life Member is entitled to one vote at a GM irrespective of any other office or membership held at the time.
- 10.5 **Benefits of Membership:** A Life Member shall:
  - (a) Be exempt from paying a Membership Fee.
  - (b) Be entitled to use the Club's boats, plant and training equipment.
  - (c) Be eligible for election as an Officer of the Club.
- 10.6 **Term of Membership:** Life Members shall remain Members for the duration of their life unless such term is terminated by a unanimous vote of the GM.

## **11. ASSOCIATE MEMBERS**

- 11.1 **Eligibility:** any person wishing to be recognised as a supporter of the Club.
- 11.2 **Nomination:** Any Financial Member may nominate a person for Associate Membership provided that such nomination is seconded in writing by two other Financial Members.
- 11.3 **Election:** A person nominated for Associate Membership shall be elected for Associate Membership by a simple majority of the Executive Committee upon payment of a donation to the Club.
- 11.4 **Voting Rights:** an Associate Member shall not be entitled to vote at a GM.
- 11.5 **Benefits of Membership:** Associate Members shall:
  - (a) Be exempt from paying a Membership Fee.
  - (b) Not be entitled to use Club equipment;

- (c) Be eligible for election as an Officer of the Club (in which case they will be entitled to participate fully in administrative functions of the Club including exercising any vote associated with their position as Officer).

**11.6 Term of Membership:** A person elected as an Associate Member shall remain an Associate Member without the necessity for re-election until such time as they cease making donations to the Club.

## **12. COMPETITIVE MEMBERS**

**12.1** There shall be five types of Competitive Member:

- (a) Senior Member;
- (b) Junior Member;
- (c) Masters / Recreational Member;
- (d) Coxswains; and
- (e) NZRA High Performance Programme Members.

**12.2 Eligibility of Competitive Members:** any person who is not in financial arrears with any other rowing club affiliated to NZRA and who is in good standing with such club may apply to become a Competitive Member subject to the following restrictions:

- (a) **Senior Member:** any person who is not a junior as defined by the rules of NZRA;
- (b) **Junior Member:** any person who is a junior as defined by the rules of NZRA;
- (c) **Masters / Recreational Member:** any person who is a master as defined by the rules of NZRA wishing to compete in Masters or Recreational events only.
- (d) **Coxswain:** any person wishing to train and compete for the Club as a coxswain;
- (e) **NZRA High Performance Programme Members:** any person who has been selected to be part of a NZRA approved Regional Performance Centre or NZRA approved high performance squad, and who as a consequence does not compete in Club crews.
  - (i) It shall be compulsory for Auckland Regional Performance Centre members claiming to be members of the Club to register as NZRA High Performance Programme Members by means of the regular membership procedure.
  - (ii) The Executive Committee can decide to pass on all or the actual cost incurred on behalf of NZRA High Performance Programme Members to those Members.



- 12.3 **Application for Membership:** any eligible person wishing to apply for Competitive Membership must complete a Membership Application Form and pay a deposit (determined by the Executive Committee) towards his/her Membership Fee.
- 12.4 **Election:** any eligible person who has completed a Membership Application Form and paid a contribution towards their Membership Fee may be elected as a Competitive Member by a special majority resolution of the Executive Committee.
- 12.5 **Membership Fees:** all Competitive Members shall pay a Membership Fee determined by the GM.
- 12.6 **Voting rights:** all Competitive Members shall be entitled to one vote at GMs.
- 12.7 **Access to rowing and training equipment:** Competitive Members shall have access to rowing and training equipment as directed by the Captain.
- 13. COACH MEMBERS**
- 13.1 **Eligibility:** any person who has prior rowing or coaching experience may apply to become a Coach Member.
- 13.2 **Application:** applications for Coach Membership shall be made to the Captain or Coaching Director.
- 13.3 **Election:** Coach Members shall be elected by a unanimous vote of the Executive Committee upon the recommendation of the Captain.
- 13.4 **Coaches of Affiliated Schools or Groups:** all coaches of Affiliated Schools or Groups must apply for Coach Membership.
- 13.5 **Membership Fees:** all Coach Members shall pay a Membership Fee determined by the GM, a proportion of which shall be applied towards obtaining liability insurance for their coaching activities.
- 13.6 **Term of membership:** the membership of a Coach Member shall continue until his or her appointment is terminated by the Club Captain or the Affiliated Member who engaged that Coach Member. Termination of such appointment shall be in accordance with any written agreement between the Coach Member and the Club or Affiliated Organisation, or in the absence of such written agreement immediately by notice from the Captain to the Coach Member.
- 13.7 **Voting Rights:** a Coach Member shall be entitled to one vote at a GM providing that Coach Member has provided coaching services to Competitive Members during the 12 months prior to the GM. Coach Members who provide coaching services exclusively for Affiliated Members or Lessee Members shall not be entitled to a vote unless they are entitled to a vote by virtue of belonging to another membership category.

#### **14. FAMILY MEMBERS**

- 14.1 **Eligibility:** any person over the age of 16 years who is part of the immediate family of a Financial Member.
- 14.2 **Application:** applications for Family Membership shall be made by completing a Club Application Form.
- 14.3 **Election:** election of Family Members shall be by unanimous majority of the Executive Committee.
- 14.4 **Voting Rights:** Family Members shall not be entitled to vote at GMs.
- 14.5 **Benefits of Membership:** A Family Member:
- (a) Shall not have access to Club rowing or training equipment and shall not be able to represent the Club at regattas;
  - (b) Shall be entitled to participate in Club social events;
  - (c) Is eligible for election as an Officer.

#### **15. UNIVERSITY MEMBERS**

- 15.1 **Eligibility:** any person who is currently enrolled at a New Zealand University or other tertiary learning institution.
- 15.2 **Application:** applications for University Membership shall be made by completing a Club Application Form.
- 15.3 **Election:** election of University Members shall be by majority of the Executive Committee.
- 15.4 **Voting Rights:** University Members shall not be entitled to vote a GMs.
- 15.5 **Benefits of Membership:** A University Member:
- (a) Shall have access to Club rowing or training equipment at the discretion of the Captain for the purposes of training for and competing at rowing events open only to competitors from Universities or tertiary institutions (e.g. Easter Tournament);
  - (b) Shall compete under the colours of his/her University or tertiary institution;
  - (c) Shall be entitled to participate in Club social events;
  - (d) Is not eligible as an Officer.
- 15.6 **Membership Fee:** University Members shall pay a membership fee determined by the Executive Committee having regard to the duration for which the University Member shall have access to the Club's equipment and the nature of coaching services provided by the Club.

(Current June 2014 2016)

## **16. AFFILIATED SCHOOLS OR GROUPS**

- 16.1 **Eligibility:** any school rowing club (whether incorporated or otherwise) or other group being an incorporated society with an interest in promoting rowing amongst its members.
- 16.2 **Application:** applications for Affiliate Membership should be made in writing to the Executive Committee.
- 16.3 **Election:** Affiliate Members shall be elected by simple majority of the Executive Committee provided that the school or incorporated society has entered into an agreement or agreements with the Club which provide as a minimum:
- (a) That the Affiliated Member shall be affiliated with the Club for a term of not more than 5 years;
  - (b) The agreements may be terminated by either party on 12 month's notice;
  - (c) That the Affiliated Member agrees to reimburse the Club for its use of the Club's facilities, equipment and/or other assets of the Club;
  - (d) Where the Affiliated Member is permitted to store equipment at the Club's premises, that it pay a rental for such storage.
- 16.4 **Voting Rights:** an Affiliated Member shall be entitled to one vote at a GM.
- 16.5 **Representation:** An Affiliated Member:
- (a) shall appoint one person to be its representative on the Executive Committee who shall have full voting rights for the purposes of Executive Committee meetings;
  - (b) may nominate any member of its number to be elected as an Officer;
  - (c) shall represent the Club at all club regattas run under NZRA rules.

## **17. LESSEE MEMBERS**

- 17.1 **Eligibility:** any school or incorporated society who has entered into a lease agreement with the Club to occupy a designated part of the Club's premises.
- 17.2 **Election:** any eligible school or incorporated society shall be elected as a Lessee Member by simple majority of the Executive Committee immediately upon execution of the Lease Agreement.
- 17.3 **Voting Rights:** neither a Lessee Member nor a member of a Lessee Member shall be entitled to vote at a GM.
- 17.4 **Representation:** A Lessee Member:

- (a) shall appoint one person to be its representative on the Executive Committee who shall have full voting rights for the purposes of Executive Committee meetings;
- (b) may nominate any member of its number to be elected as an Officer;
- (c) shall not represent the Club at club regattas unless it has separately entered into an affiliation agreement with the Club.

## **18. CORPORATE MEMBERS**

- 18.1 **Eligibility:** any company desirous of offering rowing activities to its employees.
- 18.2 **Application:** applications for Corporate Membership shall be made to the Captain.
- 18.3 **Election:** Corporate Members shall be elected by simple majority of the Executive Committee on recommendation by the Captain.
- 18.4 **Conditions of membership:** Corporate Members shall pay a yearly membership fee and be subject to such conditions of membership as determined by the Executive Committee.
- 18.5 **Voting Rights:** neither a Corporate Member nor an employee of a Corporate Member shall be entitled to vote at GMs.
- 18.6 **Membership benefits:** Corporate Members shall have restricted access to rowing and training equipment subject to prior arrangement with the Captain.

## **19. MEMBERSHIP FEES**

- 19.1 Annual Membership Fees for Competitive Members, Coach Members and Family Members shall be determined by the GM.
- 19.2 Membership fees shall be payable each year after 1 April at a time determined by the Executive Committee.
- 19.3 Notwithstanding clause 19.1, the Executive Committee may:
  - (a) determine that Membership Fees be paid in instalments providing that the last instalment shall be paid on or before ~~31~~ 20 December;
  - (b) discount membership fees for persons applying for membership after 31 December each year.
- 19.4 Any Member falling into financial arrears with the Club (whether by way of Membership Fees or otherwise) shall be deemed an Unfinancial Member. Unfinancial Members shall not be entitled to vote at a GM and further may have some or all of their membership privileges suspended by the Executive Committee until acceptable arrangements have been made to meet the arrears.

- 19.5 In addition to clause 19.4, any Unfinancial Member to whom indulgence has been given to make up any arrears but who continues in arrears or fails or neglects to carry out any authorised direction of the Club with regard to such arrears, may have his/her membership privileges suspended by the Executive Committee until the said arrears have been paid or the directions carried out.
- 19.6 Any Unfinancial Member who continues to be in arrears or who breaches a direction of Club in relation to those arrears may be expelled from the Club by a Special Majority Resolution of a GM but any obligation to pay such arrears remains.

## **20. RESIGNATION OF MEMBERSHIP**

- 20.1 Any Member desirous of withdrawing from membership of the Club shall give written notice to the Honorary Secretary for consideration by the Executive Committee. Providing the Member is not in financial arrears to the Club, such resignation shall be accepted subject to the return of any property belonging to the Club.
- 20.2 A Member's resignation may be accepted at the discretion of the Executive Committee without receipt of any unpaid arrears.
- 20.3 In the case of a resigning Member transferring to another rowing club, the Executive Committee must, if required and applicable, provide written evidence that the Member has discharged all his obligations to the Club.
- 20.4 Any Member giving notice of resignation prior to 30 November in any year or within one month of their membership commencing may apply to the Executive Committee for a refund of the whole or part of any Membership Fees paid in respect of that season.

## **21. MISCONDUCT**

- 21.1 The Club shall have a Code of Conduct enacted by the Executive Committee by way of Rule ("the Code of Conduct") to which every Member shall comply. A copy of the Code of Conduct shall be made available to all Members and a copy kept on display in the Clubrooms.
- 21.2 Any alleged breach of the Code of Conduct shall be dealt with adopting the procedure as set out in the Code of Conduct.
- 21.3 The Club shall also have power to enforce any sanction imposed by NZRA on any Member for any breach the NZRA Constitution or Rules.
- 21.4 Any person suspended or expelled from the Club under the Code of Conduct may apply to the Executive Committee to be reinstated. Reinstatement will be granted upon special majority of the Executive Committee.

## **22. MEMBERS NOT TO DERIVE PECUNIARY PROFIT**

22.1 No Member or person associated with a Member shall derive an income, benefit or advantage from the Club where they can materially influence the payment of the income, benefit or advantage save where that income, benefit or advantage:

- (a) is derived from professional services to the Club rendered in the course of business including the payment of salaries and wages charged at no greater rate than current market rates;
- (b) is derived from interest on money lent at no greater rates than current market rates;
- (c) is income to which that Member would be equally entitled irrespective of his membership of the Club.

22.2 In cases where clause 22.1 may apply, the Member or associated person shall, if applicable, declare their interest and in any event shall not participate in any way in any decision or resolution concerning the matter.

## **CONTROL OF THE CLUB**

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### **23. CONTROL OF THE CLUB**

23.1 Control of the Club is vested in a GM being either an AGM or a SGM, with the right to delegate any powers to the Executive Committee but subject to this Constitution.

### **24. VOTING AT ALL GENERAL MEETINGS**

24.1 Subject to clause 25.11, each Voting Member shall receive one vote and must be present at the GM to exercise that vote.

24.2 A declaration by the Chairperson of any GM on the result of any voting shall be accepted as final.

### **25. GENERAL MEETINGS OF THE CLUB**

25.1 The GM shall have the following powers:

- (a) All decisions of a GM shall be binding on the Executive Committee insofar as such decisions do not breach this Constitution.
- (b) The GM has the power to add to, alter or rescind the Constitution as provided in clause 38.
- (c) The GM has the power to fix by-laws and to add to, alter or rescind such by-laws.
- (d) Except as specified elsewhere in this Constitution, all decisions of the GM shall be made by simple majority decision.

- (e) The GM will delegate governance, stewardship, regulation and policy formulation and implementation to the Executive Committee.
- (f) The GM has the power by special majority resolution to rescind or vary a decision of the Executive Committee or a Rule made by the Executive Committee pursuant to the powers given by this Constitution providing that ten Voting Members give due written notice to reconsider the decision. Once notice is received no further action shall be taken by the Executive Committee pursuant to its decision pending the decision of the General Meeting. Action consequential to an Executive Committee decision so rescinded or varied is ratified up to that date.
- (g) The GM has power by special majority to remove the Executive Committee as one body providing ten Voting Members give due written notice to exercise that power. Once notice is received no further action shall be taken by the Executive Committee pursuant to its decision pending the decision of the General Meeting. Action consequential to an Executive Committee decision so rescinded or varied is ratified up to that date.

25.2 The composition of the General Meeting shall be as follows:

- (a) Voting Members;
- (b) Officers;
- (c) Executive Committee Members.

25.3 Any invitee of the Executive Committee may attend a GM in the capacity of an observer but shall have no voice (unless invited to speak by the Chairperson) or voting right. The GM may by a simple majority resolution require any observer to leave the GM for the whole or any part of the meeting provided such requirement is considered to be in the best interests of the Club.

25.4 **Meetings:**

- (a) The AGM shall be held in the Clubrooms the last Sunday in May unless otherwise determined by the Executive Committee.
- (b) A SGM may be convened by the Executive Committee or at the request of ten Voting Members. Applications must be in writing to the Honorary Secretary and set out the business to be transacted.

25.5 **Notice of Meetings:**

- (a) Notice convening a GM of the Club shall be issued by the Honorary Secretary giving 21 clear days notice in writing to each Voting Member at their last known address and shall include the agenda, and any other relevant details that require prior consideration by the Voting Member.

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- (b) Failure to give the required notice or circulate relevant details or the non-receipt of the required notice or details shall not invalidate the meeting.

**25.6 Notices of Motion:** A notice of motion may be submitted to a GM by the Executive Committee or any Voting Member. Such notice intended to be moved at any GM shall be given in writing by the mover to the Honorary Secretary at least 14 days prior to the date of such meeting and shall be included in the notice calling that meeting.

**25.7 Quorum:**

- (a) The quorum for a GM shall be 15 Voting Members.
- (b) If, after thirty minutes from the appointed starting time, a quorum is not present, the meeting shall adjourn and shall reconvene after 7 days and before 14 days have expired, with the quorum at the reconvened meeting to be those Voting Members present. Notice of such meeting shall be posted in the Clubrooms.

**25.8 Chairperson:** The President shall be the Chairperson or where the President is not present the Voting Members shall appoint a Chairperson for the GM. The Chairperson shall have a deliberative and casting vote.

**25.9 Business:** The business of the AGM shall be to:

- (a) Confirm the minutes of the previous AGM;
- (b) Receive and approve the accounts and Annual Report;
- (c) Approve the Membership Fee for the current financial year and any contribution requiring to be paid by Members into the Building Trust Fund.
- (d) Elect the Officers and Executive Committee Members;
- (e) Elect those positions for which an election is required on any Committees;
- (f) Consider notices of motion duly submitted;
- (g) Consider any other proper business;
- (h) The business of a SGM shall be only such business of which due notice has been given in accordance with sub clause 25.5(a).

**25.10 Elections:**

- (a) Nominations for all elected positions must be made from the floor of the AGM either in person or in writing, provided such nominations meet the criteria of the positions and the persons so nominated declare any potential conflicts of interest. Where there is more than one nomination for a position, a ballot shall



be conducted and if no candidate receives a simple majority, the candidate with the lowest vote shall be eliminated and a new ballot taken

- (b) Nominations in writing must be received by the Secretary at least 2 days before the commencement date of the AGM, together with the written consent of the nominee and a declaration of any conflicts of interests that may arise by virtue of holding the position for which the person is nominated.
- (c) Nominations may be initiated by any Voting Member. Advice of all nominations must be included in the notice calling the meeting.
- (d) If no appointment can be made, a casual vacancy exists.

**25.11 Postal Ballot:** For decisions which require a decision of a General Meeting and which in the opinion of the Executive Committee it is not practicable or desirable to convene a SGM, the Executive Committee shall have the power to authorise the conducting of postal ballots with voting for such ballots to be the same as for a GM and a certificate signed by the Executive Committee Chairperson recording the votes based on such postal ballot shall be final. Notice of a postal ballot shall be given to each Voting Member 14 days in advance of the closing date for the ballot together with relevant information outlining the reasons for the decision required.

**25.12 Minutes:**

- (a) Minutes of the GM will be posted in the Clubrooms within 90 days of the last day of the GM.
- (b) Minutes signed by the Chairperson of the meeting shall be receivable as prime facie evidence of the matters contained in such Minutes.

## **MANAGEMENT OF THE CLUB**

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### **26. NON-EXECUTIVE OFFICERS**

**26.1** The Club shall elect the following Non-Executive Officers:

- (a) Patron;
- (b) President;
- (c) 2 Vice Presidents;
- (d) Commodore;
- (e) Vice Commodore.

**26.2 Eligibility:** any individual who can be expected to provide support to the Club in all its activities and relationships with the community.

26.3 **Election:** Non- Executive Officers shall be elected by simple majority the GM.

26.4 **Term of Office:** until the end of the next AGM following their election.

## **27. EXECUTIVE OFFICERS**

27.1 The Club shall elect the following Executive Officers who are responsible to the Executive Committee:

- (a) Club Captain;
- (b) Deputy Club Captain;
- (c) Assistant Deputy Club Captain;
- (d) Honorary Secretary;
- (e) Honorary Treasurer.

27.2 **Eligibility:** any individual who is a Member or otherwise eligible under this Constitution.

27.3 **Election:** Executive Officers shall be elected by simple majority of the GM.

27.4 **Term of Office:** until the next AGM following their election.

## **28. CLUB CAPTAIN**

28.1 The Club Captain is the highest ranking Executive Officer of the Club and in relation to the matters set out in rule 28.3 below his/her decision shall be final.

28.2 In the absence of the Club Captain, his/her powers are delegated to the Deputy Club Captain or Assistant Deputy Club Captain and in their absence to the Executive Committee or any elected Executive Committee Member.

28.3 **Responsibilities:** The Club Captain shall:

- (a) Have entire control over crews including those of Affiliated Members;
- (b) Be responsible for allocating boats, training equipment, other plant and storage space;
- (c) Appoint a Coaching Director to whom he shall delegate the responsibility of co-ordinating a coaching team to coach the Club's crews;
- (d) Upon the advice of the Coaching Director and other appointed coaches, be the convenor of selectors for Club crews;
- (e) Be a referee in respect of any disputes amongst Members;
- (f) Be the spokesperson for the Club under the guidance of the Executive Committee.

## **29. HONORARY SECRETARY**

### **29.1 Responsibilities:**

- (a) Convening GMs in accordance with 25.5;
- (b) Convening Executive Committee Meetings, preparing agendas, taking and circulating minutes, conducting correspondence on behalf of the Club and maintaining records;
- (c) Ensuring the Club complies with all statutory and governing body requirements.

## **30. HONORARY TREASURER**

### **30.1 Responsibilities:**

- (a) Preparation of annual forecasts;
- (b) Operating the Club's bank accounts;
- (c) Banking of subscriptions and other receivables;
- (d) Upon Executive Committee approval, payment of accounts as and when they become due;
- (e) Completing and filing of periodic GST tax returns;
- (f) Providing interim financial reports to the Executive Committee;
- (g) Where the Club has appointed an auditor, preparation of annual financial accounts for audit and liaison with the auditor as required;
- (h) Presentation of final annual financial accounts to the AGM.

## **31. MEMBERSHIP SECRETARY**

### **31.1 Responsibilities:**

- (a) Maintaining a membership register;
- (b) Reporting to the Executive Committee on the status of the membership register;
- (c) Co-ordinating the recruitment of new members;
- (d) Submitting applications for membership to the Executive Committee for approval.

## **32. COACHING DIRECTOR**

**32.1 Appointment:** a Coaching Director shall be appointed by the Club Captain.

### **32.2 Responsibilities:**

- (a) Form and chair a coaching panel comprising of coaches able to coach Club crews;
- (b) Allocate coaching responsibilities amongst the Club coaches;
- (c) Oversee and direct the coaching of Club crews;
- (d) Determine the regattas at which the Club will be represented;
- (e) Make selection recommendations to the Club Captain;
- (f) Offer support and guidance to the Club's coaches.

### **33. EXECUTIVE COMMITTEE**

**33.1 Responsibilities:** Without limitation as to any general powers given to the Executive Committee, the Executive Committee shall:

- (a) Govern, manage and control the affairs of the Club.
- (b) Govern the finances of the Club.
- (c) If required, appoint up to two additional Members as Executive Committee Members to provide specific competencies determined necessary by the Executive Committee from time to time, such appointments to be for such period expiring no later than the next AGM and on such terms as the Executive Committee may determine.
- (d) Develop and regularly review a strategic plan for the Club.
- (e) Raise any funds necessary for the purposes of the Club by such means as the Executive Committee may from time to time determine.
- (f) If required, appoint committees and sub-committees and delegate its authority to such committees or sub-committees in order to carry out the objects of the Club efficiently and advantageously.
- (g) Deal with any misconduct issues under the Code of Conduct.
- (h) Fill casual vacancies until the next AGM.
- (i) Generally carry out the aims, objects and Rules of the Club.
- (j) Make, amend or repeal any Rules or policies not inconsistent with this Constitution for the internal management of the Club.
- (k) Settle any questions that may arise not specifically provided for in this Constitution.

- (l) Appoint and engage such professional or other advisers as the Executive Committee considers appropriate and fix or negotiate remuneration for such advisers.

**33.2 Composition:** the Executive Committee shall consist of:

- (a) Club Captain;
- (b) Deputy Club Captain;
- (c) Assistant Deputy Club Captain;
- (d) Honorary Secretary;
- (e) Honorary Treasurer;
- (f) 5 further elected Financial Members, the roles and responsibilities of whom are to be determined at the first meeting of the Executive Committee;
- (g) The representatives of Affiliated and Lessee Members.

**33.3 Executive Committee Members**

- (a) Except for the representatives of Affiliated Members, the Executive Committee is elected by the AGM as provided in clause 25.10(a).
- (b) Those Executive Committee Members elected at an AGM shall hold office until the next AGM.

**33.4 Meetings:**

- (a) The Executive Committee shall meet as a minimum once every month or such further times each year as the Executive Committee considers necessary for the efficient governance and leadership of the Club.
- (b) At the first meeting of a newly elected Executive Committee, the elected Executive Committee Members shall appoint an Executive Committee Member to act as Executive Committee Chairperson until the end of the next AGM.
- (c) If the appointed Chairman (or failing the Chairman any duly appointed deputy Chairman) is absent for an Executive Committee meeting, then those Executive Committee Members present may appoint any one of them to act as Chairman for that meeting.
- (d) **Quorum:** The quorum for Executive Committee meetings shall be six.

**33.5 Minutes**

- (a) Minutes of Executive Committee Meetings will be distributed to each Executive Committee Member.

- (b) The Executive Committee shall keep a Minute Book and shall cause Minutes to be kept of all meetings, resolutions and decisions made by it.
- (c) Minutes purporting to be signed by the Chairperson of the Executive Committee shall be receivable as prime facie evidence of the matters contained in such Minutes.

**33.6 Vacation of Office:** the office of an Executive Committee Member shall be vacated if an Executive Committee Member:

- (a) Dies; or
- (b) Resigns in writing; or
- (c) Becomes bankrupt; or
- (d) Becomes of unsound mind or becomes a person the subject of an order under the Protection of Personal and Property Rights Act 1988; or
- (e) Fails to attend two consecutive meetings of the Executive Committee without sending an apology; or
- (f) Does any act which is contrary to or hinders the objects of the Club; or
- (g) Is, in the opinion of a GM, or Executive Committee as appropriate, unable to fulfil the duties of an Executive Committee Member; or
- (h) Is sentenced to imprisonment for a criminal offence.

**33.7 Invalidity:** An act or decision of the Executive Committee shall not be invalid by reason only of:

- (a) A fault, default or irregularity in or in connection with the appointment of a Executive Committee Member; or
- (b) A vacancy in the number of Executive Committee Members including a vacancy arising because of the failure to appoint a Executive Committee Member.

**33.8 Vacancy:** except where clause 33.9 applies, in the event of a vacancy occurring on the Executive Committee, whether by death, resignation or otherwise the vacancy may be filled by the Executive Committee in accordance with 33.1(h).

**33.9** Where the vacancy is in respect of a representative of an Affiliated or Lessee Member, the Executive Committee shall call upon the Member to nominate a replacement.

#### **34. BUILDING TRUST**

**34.1** The Club shall form a Building Trust by trust deed for the purpose of managing a bank account set aside solely for repairs, maintenance and improvements to the Clubrooms.

- 34.2 The Building Trust shall also be charged with negotiating and recommending to the Executive Committee the terms of any tenancy, lease or licence agreements with the Club which allow for a tenancy, lease or licence to occupy parts of the Clubrooms by a Member or third party.
- 34.3 The trustees of the Building Trust shall be individual Members.
- 34.4 The Executive Committee shall transfer all money received from Members for the Building Trust into the Building Trust bank account.
- 34.5 Applications to withdraw money from the Building Trust bank account shall be made by the Executive Committee to the trustees of the Building Trust and approved only in accordance with the trust deed.

### **35. FINANCE**

- 35.1 **Financial Year:** The financial year of the Club shall end on 31 March in each year or as otherwise determined by the Executive Committee.

#### **35.2 Accounts**

- (a) The Club shall operate such bank accounts, as the Executive Committee shall deem necessary.
- (b) Any cheques, drafts or other negotiable instruments shall be signed and counter-signed on behalf of the Club by signatories authorised by the Executive Committee.
- (c) Any endorsement of any cheques, drafts or other negotiable instruments that may be required shall be endorsed on behalf of the Club by signatories authorised by the Executive Committee.

- 35.3 **Transactions:** the Club, by decision of the Executive Committee, may:

- (a) Purchase, lease or exchange, hire or otherwise acquire any real or personal property or any rights and privileges in connection therewith and hold, improve, manage, develop, let or lease, sell, exchange or otherwise dispose of any such property, rights and privileges.
- (b) Construct, build, alter, improve, enlarge, pull down, remove, or replace any buildings or other improvements which may be in, upon and about any of the real or leasehold property of the Club.
- (c) Borrow, having first obtained the approval of the General Meeting by special majority resolution, or raise money in such manner as the Club may think fit and secure its repayment by this issue of debentures or mortgage or by charge upon the whole or any part of the property or assets of the Club whether present or future, and purchase or redeem or pay off any such securities.

- 35.4 The Executive Committee shall invest and deal with the monies of the Club not immediately required in such manner as may from time to time be determined and in particular to invest the same on mortgage or on purchase of real, leasehold or personal property, or securities or by depositing such monies with any bank at interest rates.
- 35.5 The Executive Committee shall do all or any of the acts previously mentioned or exercise all or any of the powers conferred upon the Club jointly with any person partnership, corporation, company or society and to become jointly and severally liable with any such person partnership, corporation, company or society (whether incorporated or otherwise) or any contract or obligation in connection therewith.
- 35.6 **Audit:** The Executive Committee may appoint an auditor to audit the books of accounts for the Club.
- 35.7 **Insurance:** The Executive Committee shall be empowered to take out any necessary insurance on behalf of the Club.
- 35.8 **Expenses of Officials:** Every Executive Committee Member and approved official of the Club may be indemnified out of the funds of the Club to an extent determined by the Executive Committee in respect of all costs, charges and expenses which the Executive Committee Member or approved official shall be put to in the normal bona fide execution of his respective office.
- 36. COMMON SEAL**
- 36.1 The Club shall have a Common Seal bearing the words "The Common Seal of the Auckland Rowing Club Inc", and it shall be kept at the Clubrooms.
- 36.2 Any document required to be executed under Common Seal for and on behalf of the Club shall be executed by the Chairperson and Honorary Secretary.

## **PROCEDURAL MATTERS**

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### **37. IRREGULARITY OF PROCEDURE**

- 37.1 In case any irregularity shall occur in the convening or holding of any GM or in any election or other proceeding of such a meeting which is not noted or objected to at the time, all proceedings of such meetings shall be of the same force and validity as if no such irregularity had occurred, but if any irregularity shall be noted and objected to, the meeting shall decide as to its validity and such decision shall be final and conclusive.

### **38. AMENDMENT OR ALTERATION TO CONSTITUTION**

- 38.1 This Constitution or any section of it may be added to altered or rescinded at a GM of the Club provided due notice of motion is forwarded to the Honorary Secretary as required by this Constitution and that the motion is approved by a special majority



resolution provided that no alterations to the pecuniary profit clause shall be approved without the Inland Revenue Department's approval.

**38.2** No addition to or alteration of the aim/objects, payments to members clause or the winding up clause shall be approved without the prior approval of Inland Revenue. The provisions and effect of this clause shall not be removed from the document and shall be included and implied into any document replacing this document.

**39. WINDING UP**

**39.1** The Club may at any time be wound up by a special majority resolution of Voting Members present and entitled to vote at any GM of the Club, and confirmed by a special majority resolution of members present and entitled to vote at a subsequent GM convened for this purpose and held not earlier than 30 days and not later than 60 days after the date on which the original resolution was passed.


**39.2** In the event of such winding-up or in the event of a dissolution of the Club by the Registrar of Incorporated Societies, the property of the Club shall by special majority resolution of Members present at the GM convened pursuant to clause 39.1, subject to payment of its just debts and liabilities, and debts and expenses of winding-up, be vested either in a substitute or successor organisation of the Club or in the NZRA for the purpose of promoting the sport of rowing.

This Constitution was approved and adopted by way of amendment to the constitution registered on 7 June 2015 at a Annual General Meeting held in the Clubrooms at Ian Shaw Park, Panama Road, Mount Wellington

SIGNED

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
HONORARY SECRETARY

  
\_\_\_\_\_  
CLUB CAPTAIN