

**CONSTITUTION OF
WAIKANAE FOOTBALL CLUB INCORPORATED.
INCORPORATED SOCIETY NUMBER: 218927
NZBN: 9429042880264**



[date 2025]

Waikanae Football Club Constitution

Contents

1.	Definitions and interpretation	2
2.	Club Details	3
3.	Purpose and powers	3
4.	Members	3
5.	General Meetings	8
6.	Committee	10
7.	Committee meetings	13
8.	Finances	14
9.	Amendments	15
10.	Bylaws	16
11.	Dispute Resolution	16
12.	Liquidation and removal	17
13.	Transition.....	18
14.	Common Seal.....	18

Waikanae Football Club Constitution

1. Definitions and interpretation

- 1.1 **Definitions:** In this Constitution, unless the context requires otherwise, the following words and phrases have the following meanings:

Act means the Incorporated Societies Act 2022, including any amendments, and any regulations made under that Act.

AGM or Annual General Meeting means a meeting of the Members held once a year convened under this Constitution.

Bylaws means any bylaws, policies, regulations, and codes of the Club made under clause 3.

Committee means the Club's governing body.

Committee Member means a member of the Committee.

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

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

Diversity, Equity, and Inclusion mean ensuring fair and equitable opportunities are available to everyone to participate in sport and recreation irrespective of age, ability, ethnicity, gender, national origin, race, religion, sexual orientation, beliefs, or socio-economic status.

President means the person in the highest-ranking management position in the Club.

General Meeting means an AGM or SGM of the Club.

Interested has the meaning given in section 62 of the Act.

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

Member means each person who for the time being is a member of the Club and includes all classes of members described in clause 4.4 - 4.144.

Officer means a Committee Member and any natural person occupying a position in the Club that allows the person to exercise significant influence over the management or administration of the Club.

Ordinary Resolution means a resolution passed by a majority of votes cast.

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

Special Resolution means a resolution passed by a 75% majority of votes cast.

Working Day has the meaning given to that term under the Legislation Act 2019 and excludes the day observed as the anniversary in Wellington/Kapiti.

2. Club Details

- 2.1 **Name:** The name of the society is Waikanae Football Club Incorporated (Club).
- 2.2 **Contact person:** At its first Committee meeting following an AGM, the Committee must appoint or reappoint at least one, and a maximum of three, persons to be the contact person, subject to those persons meeting the eligibility criteria set out in the Act. The Committee must advise the Registrar of Incorporated Societies of any change in the contact person or their Contact Details.
- 2.3 **Club Colours:**
- (a) The Club home colours are red and black.
 - (b) The Club colours, where there is a clash of colours, for away games is white shirts, red and/or black shorts, red and/or black socks/trim.
 - (c) The Executive shall determine the:
 - (i) style for all teams; the styles may be different for each team.
 - (ii) alternative club colours for away games.

3. Purpose and powers

- 3.1 **Purpose:** The purposes of the Club are to:
- (a) be a member of the Capital Football Federation.
 - (b) promote, develop, foster, and administer association football activities, mainly as an amateur sport for the well-being, benefit, and recreation of the general public in New Zealand/Aotearoa.
 - (c) promote opportunities and facilities to enable, assist, and enhance the participation, enjoyment, and performance of association football activities.
 - (d) lead, promote and enable Diversity, Equity and Inclusion across the whole Club including governance of the Club and participation in association football activities.
 - (e) promote, develop and co-ordinate association football leagues and competitions.
 - (f) protect the integrity of association football and the Club by developing and enforcing standards of conduct as set out by the Capital Football Federation; and New Zealand Football (NZF) from time to time.

4. Members

- 4.1 **Application:** An application to become a Member (Application) must be in the form required by the Committee. All Applications are decided by the Committee, which may accept or decline an application in its absolute discretion. A person becomes a Member when their application has been accepted, and they have satisfied any other preconditions.

- 4.2 **Member consent:** A person or entity consents to become a Member by submitting an Application to the Club or paying fees, unless otherwise specified in this Constitution.
- 4.3 **Membership:** The categories of Members of the Club are as set out below.
- 4.4 **Ordinary Member**
- (a) Any person who is a registered playing member of the Club.
- 4.5 **Junior Member**
- (a) Any Ordinary Member under the age of 18 years.
- (b) Junior Members shall not hold any office.
- (c) Voting Rights: The parent or guardian of a Junior Member, once any applicable membership fees have been paid in full, shall be entitled to full voting rights, being one vote irrespective of how many children are Junior Members (i.e. one vote per family).
- 4.6 **Senior Member**
- (a) Any Ordinary Member aged 18 or over.
- (b) Once any membership fees have been paid in full a Senior Member shall have full voting rights.
- 4.7 **Life Member**
- (a) Life Membership may be granted in recognition and appreciation of outstanding service by an individual to the Club. Any two Members may nominate an individual to become a Life Member by giving notice to the Committee setting out the grounds for the nomination. The Executive Committee must then determine whether the nomination should be forwarded to a General Meeting for determination by the Members. A person may only be elected as a Life Member by a Special Resolution at a General Meeting. A person consents to becoming a Life Member on acceptance of their life membership.
- (b) Any Life Member shall have full voting rights and shall be exempt from paying membership fees.
- 4.8 **Committee Member**
- (a) Any person elected, co-opted, or appointed as a member of the Committee under clause 6.88.
- (b) Committee Members shall have full voting rights and shall be exempt from paying membership fees, unless also a Senior Member.
- 4.9 **Honorary Member**
- (a) Any person elected as an Honorary Member by the Committee.
- (b) Honorary Members shall be exempt from paying subscriptions and shall have no voting rights.

4.10 **Volunteer Member**

- (a) Any person who coaches, manages or co-ordinates a grade shall be deemed a Volunteer Member.
- (b) Volunteer Members shall be exempt from paying membership fees unless also a player.
- (c) If any person fulfils multiple voluntary roles, for the purposes of voting they will only be considered a Volunteer Member.
- (d) A Volunteer Member shall have full voting rights.

4.11 **Associate Member**

- (a) Any person who is not already categorised as any of the above types of Members but has applied for Membership pursuant to clause 4.1 and has had such application accepted and paid in full any applicable membership fees.
- (b) An Associate Member shall have speaking rights at all meetings and full voting rights at annual general meetings (with one vote for all family members) and full voting rights at any committee of which they are a member.

4.12 **Social Member**

- (a) Social Members are entitled to participate in social activities of the Club only (including social games of football but not competition or representative games).
- (b) Social Members are entitled to speak at any meeting of the club but not vote.
- (c) Social Members may only stand for a position on the Executive Committee at a General Meeting (according to the usual process) after they have been a Social Member for more than 12 months.

4.13 **Patron**

- (a) On the recommendation of the Executive Committee. The Club may elect a Patron at the Annual General Meeting.
- (b) The Patron will continue in office without re-election until they resign, or the Executive Committee decides it is necessary to recommend an alternative Patron.
- (c) Any decision on an alternative Patron may only be made at an Annual General Meeting.

4.14 **Other**

- (a) Such other category that the Committee may decide from time to time.
- (b) All members with the exception of Life Members, Patrons, Honorary Members and Volunteer Members, are subject to annual renewal in order to retain membership. Committee Member renewal will be subject to their respective elected term of office.

- 4.15 **Member rights and obligations:** Members acknowledge and agree that:
- (a) They are bound by, and will comply with, this Constitution and the Bylaws, and to the extent they apply, the statutes, rules, procedures, or policies of the Capital Football Federation and NZF.
 - (b) they are entitled to all rights and entitlements granted by this Constitution or as determined by the Committee.
 - (c) To receive, or continue to receive or exercise member rights, they must meet all the member requirements set out in this Constitution and the Bylaws or as otherwise set by the Committee, including payment of any membership or other fees within the required time period.
 - (d) if they fail to comply with sub-clause (c) the Committee may terminate their membership, but the Member continues to be bound by this Constitution.
 - (e) they do not have any rights of ownership of, or the automatic right to use, the Club's property; and
 - (f) They will promote the interests and purposes of the Club and must not do anything to bring the Club into disrepute.
- 4.16 **Ceasing to be Member:** A Member ceases to be a Member:
- (a) on death.
 - (b) by giving notice to the Committee of their resignation.
 - (c) if their membership is terminated under clause 4.15(d).
 - (d) if their membership is terminated following a dispute resolution process or such other process set out or referred to in this Constitution.
- 4.17 **Consequences of ceasing to be a Member:** A Member who ceases to be a Member:
- (a) remains responsible to pay all outstanding membership and other fees owing to the Club at the time their membership ended. All outstanding fees are a debt due to the club and enforced according to the law.
 - (b) For players transferring to another club where outstanding fees are due, the Executive Committee may determine that Capital Football and/or the Club to which a Member intends to transfer is notified, that fees are owing and that clearance will be issued after those fees are paid.
 - (c) Any member having been lent or provided with, for their use during their membership of the club, any property, equipment, or uniform belonging to the club, shall upon ceasing to be a member, or vacating any office of the club, as soon as practical hand over such property, equipment, or uniform to a Committee Member. Failure to comply with the provisions of this rule renders such person liable to pay the full value of any such property, equipment, or uniform, on demand by the Secretary.
 - (d) ceases to be entitled to any rights of a Member.

4.18 **Membership fees**

- (a) All fees and subscriptions for playing Members in the Senior competitions, or in a situation where the Club deems a fee is payable, must be paid seven days before the start of the football season as determined by Capital Football Federation of the relevant year unless otherwise determined by the Committee.
- (b) All fees and subscriptions for playing Members in the Community, Junior or Youth competitions must be paid by the start of the football season as determined by Capital Football Federation of the relevant year unless otherwise determined by the Committee.
- (c) Where a playing Member has not paid the relevant fees and subscriptions in full by the date specified in Rules 4.188 (a) and 4.188(b) that Member will be suspended from Club activities, including matches, until their fees and subscriptions have been paid in full (unless the Executive Committee decides otherwise).
- (d) The Committee may decide to waive fees and subscriptions (or part thereof) in relation to a particular Member.
- (e) Clauses 4.18(a) through 4.18(c) will not apply to the playing Member during the period their fees are waived.

4.19 **Member register:** The Committee will keep an up-to-date Member register, which includes each Member's name, Contact Details, and the date they became a Member. A Member must provide notice to the Club of any change to their Contact Details. The Member register will be updated as soon as practicable after the Committee becomes aware of changes of the information recorded in the Member register. The Committee will keep a record of those who have ceased to be a Club member within the previous 7 years and the date on which they ceased to be a member.

4.20 **Member registration:** Applicants for any type of membership must complete a club registration form and send that to the Secretary.

- (a) When an applicant is or has previously been a member of another football club affiliated to NZF, the applicant must:
 - (i) be cleared for transfer by their previous club before being eligible to play for Waikanae Football Club.
 - (ii) provide a copy of that clearance to the Secretary.
 - (iii) pay an annual membership fee.
- (b) The membership registration form must include consent (under by the Privacy Act 2020), that as a condition of membership of the Club, the applicant consents to their name and contact details being:
 - (i) circulated to other Members (if required).
 - (ii) provided to the Capital Football Federation and/or NZF.
 - (iii) used by the Club for any other official purpose.

- 4.21 **Member Communication with Capital Football or NZF:** Members should only correspond with Capital Football Federation or NZF on club matters through an appropriate member of the committee or any member of the executive. Where a Member corresponds directly with these bodies, they must provide a copy of such correspondence at the same time to the Club Secretary.

5. General Meetings

- 5.1 **AGM:** An AGM must be held once a year at the time, date, and place as the Committee decides, but not more than six months after the balance date of the Club and not more than 15 months after the previous AGM.
- 5.2 **Notice of AGM:** The Members must be given at least 28 days' notice of the AGM. Notice to Members of an AGM may be given by posting on the Club's website.
- 5.3 **Business of AGM:** The following business will be discussed at the AGM:
- (a) confirmation of the minutes of the previous AGM.
 - (b) the Committee's presentation of the following information during the most recently completed accounting period:
 - (i) the annual president report.
 - (ii) the annual financial statements.
 - (iii) the review report of the financial statements.
 - (iv) notice of any disclosures of conflicts of interest made by Officers (including a brief summary of the Matters, or types of Matters, to which those disclosures relate).
 - (c) the election of the President, Vice President, Secretary, Treasurer, Senior, and Junior Convenor and other Committee Members.
 - (d) consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM.
 - (e) consideration of any other items of business that have been properly submitted for consideration at the AGM.
- 5.4 **Notice of proposed motions:** Members must give notice of any proposed motions and other items of business to the Club at least 14 days before the date of the AGM.
- 5.5 **Notice of agenda:** Notice of the agenda containing the business to be discussed at the AGM must be sent to all persons entitled to attend the AGM at least seven days before the date of the AGM. No additional items of business can be voted on other than those set out in the agenda, but the Members present may agree by Special Resolution to discuss any other items.
- 5.6 **Calling of SGM:** The Committee must call an SGM if it receives a written request stating the purpose of the SGM from the Committee itself, or by a minimum of 30 Members or 20% of Members (whichever is greater).
- 5.7 **Notice of SGM:** Members must be given at least 14 days' notice of the SGM, unless the Committee, in its discretion, decides that the nature of the SGM business is of

such urgency that a shorter period of notice is to be given to Members. A SGM may only consider and deal with the business specified in the request for the SGM.

- 5.8 **Method of holding meeting:** A General Meeting may be held by a quorum of people being assembled at the time and place appointed for the meeting, participating by audio link, audio-visual link, or other electronic communication or by a combination of those methods.
- 5.9 **Quorum:** No business may occur at any General Meeting unless a quorum is present at the meeting's start time. The quorum for a General Meeting is a minimum of ten Members who are entitled to vote, including Members present by casting votes by electronic means. The quorum must always be present during the General Meeting.
- 5.10 **No quorum at AGM:** If a quorum is not met within 30 minutes of the AGM's scheduled start time, the Members present can decide to either adjourn the AGM to a day, time, and place set by the chair of the AGM or that the Members present are deemed to constitute a valid quorum and the meeting can proceed.
- 5.11 **No quorum at SGM:** If a quorum is not met within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled.
- 5.12 **Control of General Meetings:** The Secretary chairs General Meetings. If that person is unavailable, a Committee Member (appointed by the Committee) will preside. In the absence of both of those persons, the Members present will elect a person to chair the General Meeting.
- 5.13 **Omissions and irregularities:** The General Meeting and its business will not be invalidated if one or more Members do not receive notice of the meeting. The General Meeting and its business will not be invalidated by an irregularity, error or omission in notices, agendas and papers of the meeting or notice within the required time frame or the omission to give notice to all Members and any other error in the organisation of the meeting if:
- (a) the chair of the meeting in their discretion determines that it is still appropriate for the meeting to proceed despite the irregularity, error, or omission; and
 - (b) a motion to proceed is put to the meeting and a majority, of two-thirds of votes cast, is obtained in favour of the motion to proceed.
- 5.14 **Attendance:** Members and any other persons invited by the Committee are eligible to attend and speak at General Meetings.
- 5.15 **Voting:** Subject to the voting entitlements at clause 4.4 – 4.14 a Member is entitled to exercise one vote on any motion at a General Meeting in person.
- 5.16 **Voting by electronic means:** Voting by electronic means is permitted.
- 5.17 **Voting by proxy:** Proxy voting is not permitted.
- 5.18 **Conduct of voting:** Voting is conducted by voices or a show of hands as determined by the chair of the meeting unless a secret ballot is called for and approved by the chair or majority of Members present or as otherwise required under this Constitution.
- 5.19 **Minutes:** Minutes must be kept of all General Meetings.

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

6. Committee

- 6.1 **Functions and powers:** Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution the Committee must manage, direct or supervise the operation and affairs of the Club and has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of the Club, including but not limited to:
- (a) Subject to the financial provisions, control manage or expend the funds of the Club, invest or otherwise deal with funds not currently required, borrow or raise such sums of money from external sources, and incur such liability on behalf of the Club as it may think necessary or expedient in the furtherance of the objects of the Club.
 - (b) Appoint, co-opt, or form from its own members or otherwise to the Committee or such subcommittees as it may from time to time deem necessary or proper (the President or in the President's absence the Vice President), is ex officio a member of every subcommittee.
 - (c) engage employees or contractors, define their duties, and determine their salaries, remuneration or emoluments.
 - (d) issue Club regulations and by laws, not inconsistent with this Constitution, which are binding on all members.
 - (e) waive, reduce, or remit Membership Fees.
 - (f) appoint, employ, and remunerate persons for the purposes of a club licence or other licence or charter held by the Club from time to time.
 - (g) exercise any powers conferred on it by other clauses of this Constitution.
 - (h) Exercise any powers of a Disciplinary Committee under section 11, if they decide that it is appropriate to do so.
 - (i) exercise any powers that are reasonably incidental to their powers in this Constitution.
 - (j) manage conflicts of interest.
- 6.2 **Composition:** The Committee must have a minimum of five members consisting of the following groups:
- (a) **Executive Committee:** Consisting of the President, Vice-President, Secretary, Treasurer, Senior Convenor and Junior Convenor.
 - (b) **Committee:** any other persons elected at the AGM or co-opted by the Executive Committee at their discretion as per clause 6.1 (b).
- 6.3 **Role of President:** The President will:
- (a) The President will engage in activities agreed with the Committee which may include activities to promote the Club, good relations and communications

between Members and the reputation and best interests of the Club, and to preside at Club events.

- (b) Only Members who have served as a member of the Executive Committee in another capacity for more than 12 months may be elected President.

6.4 Role of Vice President: The Vice President will:

- (a) The Vice President will engage in activities agreed with the Committee which may include activities to promote the Club, good relations and communications between Members and the reputation and best interests of the Club, and to preside at Club events.
- (b) Only Senior Members who have served as a member of the Executive Committee in another capacity for more than 12 months may be elected Vice President.

6.5 Role of Secretary: The Secretary will:

- (a) attend to all correspondence and keep minutes of General Meetings and Committee meetings and ensure that any subcommittee keeps minutes; and
- (b) keep all records and generally perform all the secretarial work of the Club. With the written approval of the Committee these tasks may be varied or delegated but the Secretary remains responsible for their performance.
- (c) Only Members who have served as a member of the Committee in another capacity within the last 12 months may be elected Secretary.

6.6 Role of Treasurer: The Treasurer will:

- (a) receive all money paid to or received by the Club and pay all accounts approved by the Committee. The Committee may delegate levels of payment to the Treasurer by written authority.
- (b) invest all funds of the Club in the manner directed by the Committee; and
- (c) keep the Club's financial accounts, submit appropriate financial statements at the AGM, and undertake other tasks required by the Committee.
- (d) Make all reasonable efforts to ensure that the Club develops and maintains robust, adequate, and practical financial policies and procedures for its ongoing operation.
- (e) Only Members who have served as a member of the Committee in another capacity within the last 12 months may be elected Treasurer.

6.7 Role of Senior and Junior Convenor: The Senior and Junior Convenors will:

- (a) Plan and manage registration at the commencement of the season, including obtaining all relevant and necessary particulars of people wishing to play.
- (b) Confer with affiliated Associations to ensure all players registering are place in a team.
- (c) Attend monthly committee meetings and assist in the general running of the Club.

- (d) Arrange and co-ordinate the end of season presentation day/evening.
- (e) Have a sound understanding of the Associations rules and regulations.

6.8 Election of Committee Members: Committee Members are elected as follows:

- (a) the Committee must call for nominations for any Executive Committee and Committee Member positions that are to be vacated at an AGM at least 28 days before the AGM.
- (b) nominations are made in the form decided by the Committee and must be received by the date set by the Committee and if no date is set, at least 28 days before the AGM.
- (c) the Committee must give notice of the nominations to all Members at least 28 days before the AGM.
- (d) at the AGM, if there are more nominees than number of positions available, the election is by secret ballot, unless otherwise decided by the Chair of the General Meeting and approved by a Special Resolution of Members. If a secret ballot is held, two scrutineers must be appointed at the General Meeting to count the votes.
- (e) those nominees who have the highest number of votes in their favour to fit the number of vacant positions are declared elected.
- (f) if the number of votes for one or more nominees is equal to another nominee, a further vote will be held between the tied nominees.
- (g) if there is only one nominee for a vacant position, that person can be declared to be elected without the need for a vote.

6.9 Qualification: Every Committee Member must, in writing consent to be a Committee Member certify that they are not disqualified from being elected or holding office as a Committee Member by this Constitution or under section 47 of the Act.

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

- (a) A person who is an employee of, or independent contractor to, the Club.
- (b) A person who is disqualified from being elected or holding office as a Committee Member under section 47 of Act.
- (c) A person who has been removed as a Committee Member following a process under this Constitution or any Bylaw.

If an existing Committee Member becomes or holds any position in (a) above then upon their appointment to such a position, they are deemed to have vacated their office as a Committee Member. If any of the circumstances listed in (b) above occur to an existing Committee Member, they are deemed to have vacated their office upon the relevant authority making an order or finding against them of any of those circumstances.

6.11 Term of office: The term of office for all Committee Members is one year, expiring at the end of the relevant AGM. A Committee Member may be re-elected to the

Committee for an unlimited number of consecutive terms of office. The term of any period served to fill a Casual Vacancy is disregarded for the purposes of calculating the total term served.

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

- (a) their term expires.
- (b) the person resigns by delivering a signed notice of resignation to the Committee.
- (c) the person is removed from office under this Constitution.
- (d) the person becomes disqualified from being an officer under section 47(3) of the Act.
- (e) the person dies.

6.13 **Removal from office**

A committee member may be removed from office if they are found to have breached the code of conduct following a disciplinary hearing. The disciplinary hearing must consider any misconduct referred to it and make recommendations which may include a recommendation that the committee member be removed from office. Upon receiving such a recommendation, a motion may be put at an ordinary meeting to remove the committee from office. Such a motion may be carried by simple majority.

6.14 **Indemnity:** The Executive Committee and other Committee members are indemnified by the Club against all disbursements, expenses, liabilities, and losses incurred by them when discharging or as a result of discharging their duties except those arising from their own wilful acts of neglect or default.

7. **Committee meetings**

7.1 **Calling meetings:** Committee meetings may be called at any time by the Chair or by a majority of Committee Members, but generally the Committee meets monthly.

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

7.3 **Quorum:** The quorum for a Committee meeting is at least one more than half the current number of Committee Members. Any Committee Member may be counted for the purposes of a quorum, participate in any and vote on any proposed resolution at a Committee meeting without being physically present. This may only occur at Committee meetings by audio or audio-visual link or other electronic communication provided that all persons participating in the Committee meeting can hear each other effectively and simultaneously.

7.4 **Chair:** The Committee will elect the Chair from amongst the Committee Members. The Chair will chair Committee meetings and General Meetings. If the Chair is unavailable, another Committee Member must be appointed by the Committee to undertake the Chair's role during the period of unavailability.

- 7.5 **Voting:** Each Committee Member has one vote. Voting is by voices or on request of any Committee Member by a show of hands or by a ballot. Proxy and postal votes are not permitted. Voting by electronic means is permitted. If there is an equality of votes, the Chair does not have a casting vote.
- 7.6 **Resolution in writing:** A resolution in writing signed or consented to by email or other electronic means by a majority of Committee Members is valid as if it had been passed at a Committee meeting. Any resolution may consist of several documents in the same form each signed by one or more Committee Members.

8. Finances

- 8.1 **Control and management of finances:** The funds and property of the Club are controlled, invested and disposed of by the Committee, subject to this Constitution and devoted solely to the promotion of the purposes of the Club set out in clause 3.
- 8.2 **Balance date:** The Club's balance date is 31 October or on the date as the Committee decides.
- 8.3 **Review of financial statements:** The Club's financial statements must be reviewed each year, and the reviewed financial statements must be submitted to the AGM. The reviewer will be appointed by the Committee. In the event that the financial statements are not accepted at an AGM, this will trigger an immediate independent audit of those financial statements.
- 8.4 **No personal benefit:** The Officers and Members may not receive any distributions of profit or income from the Club. This does not prevent Officers or Members:
- (a) receiving reimbursement of actual and reasonable expenses incurred, or
 - (b) entering into any transactions with the organisation for goods or services supplied to or from them, which are at arms' length, relative to what would occur between unrelated parties,
- provided no Officer or Member is allowed to influence any such decision made by the Club in respect of payments or transactions between it and them, their direct family, or any associated entity.
- 8.5 **Banking:** The Club's current banking account(s) must be kept at such a bank as may be decided upon by the Club Committee.
- (a) All authorisations for payments on such account(s) must be authorised by the Treasurer and second authorised by the President, Vice-President, or the Secretary.
 - (b) If the Treasurer is absent for more than seven days or indisposed to the extent that the normal duties cannot be undertaken, authorisations may be signed/given by any two of the President, Vice-President, and Secretary jointly. When such circumstances arise, the Executive must be advised and asked to confirm the action taken by resolution at the next meeting of the Executive.
- 8.6 **Borrowing powers:** Two thirds of the Full Members present, entitled to vote and casting valid votes at a General Meeting convened for the purpose, may resolve that the Club should borrow or raise, and secure the repayment of such sum or sums of

money in such a manner as they think fit and in particular by mortgages, bonds, debentures or charges upon all or any of the Club's assets (both present or future) and to purchase, redeem and pay off such securities.

- (a) The Committee may borrow by way of bank overdraft for the working expenses of the Club such amount of money either at one time or from time to time but not exceeding in the aggregate \$15,000 at such rate of interest and on such terms as the Executive may deem necessary or expedient, and arrange for and obtain guarantees for the repayment thereof from the Members of the Club.
- (b) Every Member becoming surety for any such loan is to be indemnified by the Club.

8.7 **Authority to spend club funds:** Where the Clubs committee wishes to spend more than 5% of the Term Deposit funds allocated for "Clubrooms" in any one financial year, for any other purpose, they must obtain prior Club membership consent via a SGM called and advertised for that purpose.

- (a) No part of the funds of the promoter is used or be available to be used for the private pecuniary profit of any member, proprietor, shareholder, beneficiary, or associate of any of them.
- (b) No member of the organisation or any person associated with a member, shall participate in, or materially influence any decision made by the organisation, 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 shall be reasonable and relative to that which would be paid in an arm's length transaction (being open market value).

9. Amendments

- 9.1 **Amendments:** This Constitution may only be amended or replaced by Special Resolution of Members at a General Meeting with two thirds majority of the members present. Written notice of the proposed amendment, addition or rescission must be given to the Secretary not less than 28 days before the meeting.
- 9.2 **No amendment:** No addition to, deletion from or alteration of this Constitution may be made which would allow personal pecuniary profits to any individuals.
- 9.3 **Minor effect or technical alteration:** If an amendment to this Constitution would have no more than a minor effect or is to correct errors or makes similar technical alterations, then the Committee may give notice of the amendment to every Member stating the text of the amendment and the right of Members to object to the amendment. If the Committee does not receive any objections from Members within 20 Working Days after the date on which the notice is sent, or any longer period of time that the Committee decides, then the Committee may make that amendment. If it does receive an objection, then the Committee may not make the amendment.
- 9.4 No addition to or alteration of the objects, personal benefit clause, or the winding up clause shall be made which affect the tax-exempt status. The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

10. **Bylaws**

The Committee may make and amend Bylaws for the conduct and control of the Club's activities and codes of conduct applicable to Members. Any Bylaw must be consistent with the Club's purposes set out in clause 3, the Act and any other laws. All Bylaws are binding on the Club and the Members. The making, amendment, revocation, or replacement of a Bylaw is not an amendment of this Constitution.

11. **Dispute Resolution**

- 11.1 A Member, a Committee Member, or any member of the public may make a complaint in writing (including by electronic mail) to the Committee.
- 11.2 A complaint can relate to any action from a Member while representing the Club or undertaking football related activity under club supervision and does not need to be restricted to on-field activities.
- 11.3 The written complaint shall set out the allegation, who it relates to and provide sufficient supporting details in order for the Committee to be properly advised.
- 11.4 The Committee has the power to use any or a combination of the below mechanisms, where relevant and applicable when resolving a dispute:
 - (a) Investigate and determine the matter as set out in clause 11.5;
 - (b) Refer to the matter to the Capital Football Federation.
 - (c) Rely on the relevant Capital Football Federation and / or NZF Statutes, constitutions, regulations, policies, procedures or guidelines to determine a matter, this may include but is not limited to use of the NZF Disciplinary Code, the NZF Code of Conduct and the NZF Code of Ethics and the relevant Regional Association Disciplinary and Ethics Committee.
- 11.5 In the event the Committee investigates and / or determines a matter under 11.4(a) the following principles and procedures shall be adhered to:
 - (a) The Committee in the first instance shall determine whether the complaint is frivolous, vexatious, or otherwise without merit before investigating or determining a complaint.
 - (b) No reasons need to be given by the Committee for a determination to proceed or not with a complaint as set out in 11.5(a).
 - (c) Unless otherwise required by the Capital Football Federation, the Committee shall the power to conduct and regulate the proceedings as it sees fit having regard to the principles of natural justice, the circumstance of the complaint and these dispute provisions.
 - (d) A disciplinary committee, if appointed, must be done so by the Executive Committee and consist of three Members, one of whom is a member of the Executive Committee.
 - (e) The standard of proof shall be on the balance of probabilities and rest with the complainant.

- (f) A person who makes a complaint has a right to be heard either in writing, or at an oral hearing or both as determined by the Committee.
- (g) A person who is the subject of the allegations or complaint, has a right to be heard either in writing, or at an oral hearing or both as determined by the Committee.
- (h) The Committee will, subject to 11.4(a), investigate and resolve disputes in a fair and efficient manner, specifically:
 - (i) A disciplinary committee (if appointed) must consider any complaint within 14 days of the receipt of the complaint by the Committee.
 - (ii) a report with a recommended course of action must be presented by the disciplinary committee to the Committee.
 - (iii) The Committee must consider the recommendation and make a decision. The decision must be made within 7 days of receipt of the recommendation from the Disciplinary Committee.
- (i) The Committee may refer the complaint to an external person for the purposes of conducting an independent investigation and / or decision making.
- (j) Any member of the Committee who is empowered to investigate or determine a complaint must be impartial and able to consider the matter without a predetermined view. If two or more other Committee Members on reasonable grounds believe that the chosen Committee Member may not be impartial, shall refer the matter to another Committee Member or external person for investigation and decision making.
- (k) A person who is the subject of the allegations or complaint, has a right to appeal a decision made by the Committee to the Executive Committee, any subsequent decision made by the Executive Committee is final.

12. Liquidation and removal

12.1 **Notice:** The Committee must give notice to all Members at least 20 Working Days of a proposed motion:

- (a) to appoint a liquidator.
- (b) to remove the Club from the Register of Incorporated Societies; or
- (c) for the distribution of the Club's surplus assets.

The notice must comply with section 228 of the Act and include details of the General Meeting at which the proposed motion is to be considered.

12.2 **Special Resolution:** Any resolution for a motion set out in clauses 12.1(a) to (c) must be passed by a Special Resolution of Members.

12.3 **Surplus assets:** The surplus assets of the Club, after the payment of all costs, debts and liabilities, must be disposed of to any other not-for-profit that shares similar purposes to the Club. The funds and assets must not be distributed to any Member.

- 12.4 **Trustees and Trust Deed.** The Executive must, either before or immediately after, call a General Meeting at which it must propose, and that Meeting must decide whether to approve:
- (i) the names of 3 trustees to act and
 - (ii) the terms of a trust deed.
- 12.5 The Trustees (acting by majority if necessary) must hold the funds and assets in accordance with the approved trust deed for use in accordance with clause 12.3 and they resolve to support and must as soon as possible terminate the trust after transferring or distributing the funds and assets to the organisation(s), society or societies, or club(s) named in their resolution.

13. **Transition**

- 13.1 **Transition:** This clause 13 applies to facilitate transition of the Club from the previous constitution to this Constitution. If this clause is inconsistent with any other clause in this Constitution, this clause applies to the extent of the inconsistency and the other clause will not.
- 13.2 **Power of Committee during transition period:** Subject to the Act, the Committee may amend any requirement for and/or the date by which this Constitution requires anything to be done. This clause applies for one month and is solely to enable flexibility in the transition of the Club from the previous constitution to this Constitution and to correct any unintended consequences occurring through different wording being used.

14. **Common Seal**

The Common Seal of the Club must be kept in the custody of the Secretary. After an authorising resolution of the Executive, the common seal may be affixed to any instrument, deed, or document in the presence of two Executive members, one of whom must be the President or the Secretary, who must subscribe their names and offices as witnesses.