



**Constitution of
Remuera Club
Incorporated
April 2025**

Section	Page
1. Creation of the Club an adoption of this constitution	3
2. Definitions	3
3. Name	5
4. Interpretation	5
5. Registered office	6
6. Purpose.....	6
7. Powers	6
8. Membership	7
9. Classes of members.....	8
10. Admission of members	9
11. Register of members	9
12. Subscriptions.....	10
13. Termination of membership	11
14. Expulsion and suspension	12
15. Offences.....	14
16. Board of Appeal.....	14
17. Disputes	14
18. Board of Management.....	15
19. President and Vice President	19
20. Auditor.....	20
21. Finance Committee	20
22. Secretary/General Manager	21
23. Annual General Meeting	22
24. Special General Meeting	23
25. Conduct of General and Special Meetings.....	23
26. Board of Management Meetings.....	25
27. Conduct of Board of Management Meetings.....	26
28. Accounts	26
29. Accounts Policy and Financial Management.....	27
30. Indemnity and Insurance	28
31. Personal Benefit.....	29
32. Access to Information	30
33. Sections	31
34. Seal	31
35. Property.....	31
36. Visitors – Authorised Customers, Authorised Visitors and Guests	31
37. Alteration of Constitution Rules	33
38. By-Laws and Standing Orders.....	34
39. Winding up and/or Liquidation	34

1. **Creation of the Club an adoption of this constitution**

1.1 The Club is constituted by resolution dated **insert date** and adopts this constitution to replace the Society's previous constitution.

2. **Definitions**

2.1 In this Constitution and the Standing Orders and By-laws, unless the context otherwise requires:

(a) **Accountant** means the independent accountant appointed by the Club being a member of the New Zealand Institute of Chartered Accountants or an in-house accountant directly employed by the Club should the Board so decide.

(b) **Act** means the Incorporated Societies Act 2022 or its successors and any regulations made under those statutes.

(c) **Affiliated Club** means a club which is a member of Clubs New Zealand Incorporated, The Commercial Travellers Association or some other club or association through whom Remuera Club has an arrangement for reciprocal visiting rights for members.

(d) **Annual Subscription** is the amount payable annually by members in accordance with clause 12.

(e) **Arm's-length** means terms between the Club and an officer or a member in relation to a transaction that:

(i) Would be reasonable in the circumstances if the parties were connected or related only by the transaction in question, each acting independently and each acting in its own best interests; or

(ii) Are less favourable to the officer or member than the terms referred to in clause 2.1(e)(i); and

(iii) Do not include any share of a gain, profit, or surplus, percentage of revenue, or other reward in connection with any gain, profit, surplus, or revenue of the Club.

(f) **Auditor** means the Clubs auditor pursuant to clause 20.

(g) **Authorised Customer** has the same meaning as defined in Section 60 of the Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof.

(h) **Authorised Visitor** has the same meaning as defined in Section 60 of the Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof.

- (i) **By-laws** means the processes (rules) that are adopted at the time of formation of the Club or at a later date, that do not form part of the Constitution and may be added or changed or rescinded by a majority vote at an Executive Board of Management without reference to the Registrar of Incorporated Societies.
- (j) **Board of Management** means the Club's Board of Management as set out in clause 18.
- (k) **Board of Management Meeting** means a meeting of the Board of Management.
- (l) **Board of Management Member** means one of the people comprising the Board of Management set out in clause 18.1 and elected pursuant to 18.4.
- (m) **Chairman** means the person who is chairman of a meeting pursuant to clause 26.2.
- (n) **Close Relation** means a current or former spouse or partner, parent, child, sibling, any person who regularly resides in the household or who within the prior 6 months regularly resided in the household.
- (o) **Club** means Remuera Club Incorporated.
- (p) **Corporate Membership** means an association, club or other corporate body elected to become a Corporate Member of the club.
- (q) **Electoral Procedure** means a system for which the election of office bearers is utilised ranging from and not limited to, secret ballot, electronic voting system, postal ballot or any other properly conducted electoral process.
- (r) **Financial Member** means any member with no outstanding subscription or other payment to the Club.
- (s) **Financial Statements** means the Club's balance sheet and statement of accounts made up to the last day of the Year.
- (t) **General Meeting** means an Annual General Meeting or Special General Meeting of the Club.
- (u) **In Committee** means that no minutes or record of debate is kept, and that the debate is confidential to those attending the meeting concerned and "Into Board of Management" has a corresponding meaning.

- (v) **Legal Purchasing Age** means the age at which a person may be sold or supplied with alcohol under current, relevant legislation for the Sale and Supply of Alcohol.
- (w) **Meeting** means a General Meeting or a Board of Management Meeting.
- (x) **Member** means any financial member.
- (y) **Month** means calendar month.
- (z) **Officer** means a member of the Board of Management and a person occupying a position in the club that allows the person to exercise significant influence over the management or administration of the club.
- (aa) **Person** includes an individual, partnership, firm, company, body corporate, association, organisation or any other entity or organisation whether incorporated or not.
- (bb) **President** means the Club's president elected pursuant to clause 18.4
- (cc) **Rules** means individual regulations and/or by-laws that are set in place for guidance, in their various forms, for the efficient management and operation of the Club. Together all the rules form the Club Constitution.
- (dd) **Secret Ballot** means a method of voting where the count is not open to dispute and the identity of those voting for or against the motion can be kept secret.
- (ee) **Vice-President** means a Club's vice-president elected pursuant to clause 18.4.
- (ff) **Section** means a Section or Section of the club formed for sporting and special interest groups within the club.
- (gg) **Year** means the Club's financial year of 1 July to 30 June.

3. **Name**

- 3.1 The name of the Club is Remuera Club Incorporated

4. **Interpretation**

- 4.1 If there should be any issue as to the interpretation of these Rules, it shall be referred to the Board of Management, whose decision shall be final and binding.

5. Registered office

5.1 The registered office of Remuera Club Inc shall be at 27 – 33 Ohinerau Street, Remuera, 1050 or such other place as the Board of Management shall from time to time decide.

6. Purpose

6.1 The purposes for which the club is established are as follows:

- (a) To conduct, administer and maintain a Club for its members and for such persons as are authorised from time to time in accordance with the terms of any charter granted to the Club;
- (b) To provide amenities and cultural activities and promote sports and generally to provide an atmosphere where the members may meet and enjoy companionship with one another; and
- (c) To be a non-profit Incorporated Society created to serve its members, not for financial gain and accordingly any profits the Club makes are to be re-invested into the Club or community.

7. Powers

7.1 The club has the power to do the following in the pursuance of its purposes, subject to any limitation imposed by this constitution:

- (a) To fund its activities by subscriptions or payments from members, fees, or other income;
- (b) To borrow, raise or secure the payment of money in such manner as the club shall think fit, with or without security;
- (c) To purchase, sell, lease, exchange, maintain, improve, hire, dispose of, manage, invest, lend, mortgage, charge, gift or otherwise deal with any real or personal property;
- (d) To invest, lend or deal with any monies of the club not required for immediate use in such investments as the club may think fit;
- (e) To employ and remunerate staff;
- (f) To undertake legal action;
- (g) To form and disband Sections;
- (h) To enter into any contract, make any arrangements, or undertake any activity for the financial or other benefit of the club.

- (i) To make regulations and by-laws for the conduct of the club and the discipline required of members, which shall not be inconsistent with the provisions of the Act;
- (j) To conduct any other functions as outlined in this constitution;
- (k) To use any rights or privileges that the club may deem necessary or convenient for carrying out its powers, or further its purpose under this constitution;
- (l) To do anything incidental or conducive to the attainment of any of the objects of the club;
- (m) To enter into reciprocal rights agreements with other entities as it seems fit to keep and up to date register of members.

7.2 Borrowing powers:

- (a) The Board of Management shall have the power to borrow or raise or give security for money up to a limit of \$100,000 in any financial year by the issue of bonds, debentures, debenture stock, bills of exchange, promissory notes or other obligations or securities of the Club by mortgage or charge upon all or any part of the property of the Club or without security and upon terms as to priority or otherwise as the Board of Management shall think fit.
- (b) The Club shall have the power to borrow or raise or give security for money for any sum, provided that the same is approved at an Annual General or Special General Meeting of the Club.

8. Membership

- 8.1 Subject to the provisions of clause 8.2, membership of the Club shall be restricted to persons elected to membership of the Club under these Rules, and who are aged eighteen years (as per the Sale and Supply of Alcohol Act 2012) or older.
- 8.2 No employee of the Club shall be eligible for membership. For the avoidance of doubt, this provision only relates to paid employees and does not include any members with whom the Club may enter into contractual arrangements from time to time.
- 8.3 All financial members of the Club shall each be entitled to equal rights and privileges, including the right to:
 - (a) Entry to the Club premises during such hours as may be determined by the Board of Management; and
 - (b) To hold office in accordance with the Rules of the Club.

8.4 All Financial Members shall have equal rights.

9. Classes of members

9.1 The members of the Club shall be admitted to the following current criteria which may be subject to change from time:

- (a) Club Member;
- (b) Spouse Member being the spouse of a Club Member or a partner living in a de facto relationship with an existing Club Member for not less than 6 months or a civil union spouse of an existing Member;
- (c) Veteran member, being any person who has been a member for not less than 40 continuous years of a Club within the CT United Organisation;
- (d) Life member: The Club in general meeting, upon recommendation by the Board of Management, may confer a life membership on any member who has been a continuous member of the Club for at least 20 years and who in the opinion of the Board of Management has rendered outstanding service to the Club during such membership. Life Members may only be approved by a majority of two thirds vote at a general meeting of the Club. Life Members are eligible to vote, hold office and enjoy all the rights and privileges of membership. Life Members shall not be charged an annual subscription but shall be deemed to be Financial Members;
- (e) Associate Membership means a person who is a member of another club or association with whom Remuera Club has an arrangement for associate membership as approved by the board of management. Associate members have no voting rights and cannot stand on the Board of Management;
- (f) Corporate Membership means an association, club or other corporate body approved by the Board of Management to become a Corporate Member of the club. Corporate members have no voting rights;
- (g) Patron and Vice Patron - A Patron and Vice Patron shall be nominated by the Board of Management and elected each annual general meeting. Any Patron or Vice Patron elected and not a Member of the Club shall automatically become an Honorary Member and shall be deemed to be subject in all respects to the rules and entitled to all the privileges of membership of the Club; and
- (h) Such additional classes of membership as approved by the Board of Management from time to time according to such criteria as set by the Board of Management.

10. **Admission of members**

10.1 Individuals of at least the legal purchasing age for alcohol may apply to become Ordinary Members of the club in accordance with the following rules:

- (a) Each candidate for membership shall be nominated in writing by two financial members of the club on the form provided for the purpose. The nomination form shall include the forename, surname, age, residential address and occupation of the candidate and an undertaking signed by the candidate that they will abide by the Rules of the Club. The candidate shall deposit, at the time of nomination, such sum as may be directed by the Board of Management; and
- (b) An application for ordinary membership is deemed to be a declaration that the applicant consents to membership, acknowledges that their information will be entered into the Register of Members and agrees to be bound by this constitution and by-laws.

10.2 Subject to the foregoing Members shall be entitled to:

- (a) Enjoy the facilities of the club during times that the club is open;
- (b) Enter any club with whom reciprocal visiting arrangements are in place, provided it is in accordance with that club's rules; and
- (c) Hold office in accordance with this constitution and have an equal voice in all business of the club.

10.3 The Board of Management will approve admission of new members at the next available Board meeting and also reserve the right to revoke Ordinary Membership within 90 days of application if the Ordinary Member is found to have provided false information or is deemed to have breached the club's constitution. In the event that Ordinary Membership is revoked:

- (a) The member shall be informed in writing of the decision; and
- (b) The subscription fee will be refunded in full.

11. **Register of members**

11.1 The Club will maintain a register of members in accordance with the Act.

11.2 The Register of Members will at all times be administered in accordance with the Privacy Act 2020 and the Clubs Privacy Policy.

11.3 The Club may disclose personal information within the Register of Members to:

- (a) Clubs New Zealand Incorporated and clubs that are members of Clubs New Zealand Incorporated;

- (b) Any business that supports the clubs' services and products, including any person that hosts or maintains any underlying IT system or data centre that we use to provide the website or other services and products;
 - (c) Other third parties (for anonymised statistical information);
 - (d) A person who can require us to supply a member's personal information (e.g. a regulatory authority);
 - (e) Any other person authorised by the Privacy Act or another law (e.g. a law enforcement agency); and
 - (f) Any other person authorised by you.
- 11.4 The Club will update the register of members as soon as practicable after becoming aware of changes to the information recorded on the register.
- 11.5 Subject to certain grounds for refusal set out in the Privacy Act 2020, members have the right to access the information held about them within the register of members and to request a correction at any time
- 11.6 The Secretary must keep a register of members recording:
- (a) The name of each member;
 - (b) The last known contact details of each member;
 - (c) The date on which each person became a member; and
 - (d) All other information prescribed by the Act (if any).
12. **Subscriptions**
- 12.1 The Annual Subscription relating to each category of membership shall be such sum as shall be determined by the Board of Management from time to time.
- 12.2 The Annual Subscription shall be payable yearly in advance on or before the last day of June in each year.
- 12.3 Any member whose subscription, debts or dues are in arrears for one month after having been sent a final notice by the Club requiring payment shall:
- (a) Thereupon automatically cease to be a financial member and lose his or her associated rights and privileges;
 - (b) Not be relieved from payment of the Annual Subscription or of any other payment due or payable to the club;
 - (c) Not be refunded any subscription or other payment already paid; and

- (d) Reapply for membership pursuant to the rules for the applicable category of membership if he or she wishes to be reinstated as a member.

12.4 A member incapacitated through illness, accident or distress may, on notice in writing given to the Secretary, have his or her subscription suspended or remitted.

13. Termination of membership

13.1 Resignation:

- (a) Members may resign their membership by letter addressed to the Secretary of the Club.
- (b) A resignation will not become effective until all subscriptions, levies or other payments owing at the date the resignation is received, are paid.
- (c) No such resignation shall relieve any Member from payment of any subscription, levy or other payment due or payable at the time of resignation.
- (d) No subscriptions, levies or other payments already received by the club as at the date of resignation shall be refunded on resignation.

13.2 Immediate Suspension:

- (a) A member shall be liable to be immediately suspended (interim suspension which may be done verbally) from the club if he or she:
 - (i) Removes any property of the club, from Club premises without the consent of the Board of Management;
 - (ii) Wilfully or recklessly damages any property of the club and refuses to replace or make good the damage;
 - (iii) Persists in drunkenness, swearing, obscene language or other disorderly conduct on club premises after being cautioned by any Duty Manager;
 - (iv) Persists in creating a disturbance at any Meeting or other Club event, after being cautioned by a Duty Manager or a Board of Management Member;
 - (v) Uses or threatens violence to any person; or
 - (vi) Contravenes any exclusion order or agreement that is in force, which restricts the member from participating in gambling activities or any other activity as stipulated in an exclusion order/ agreement.

13.3 Procedure for Immediate Suspension:

- (a) Any Board of Management Member or any Manager on duty may immediately suspend a Member for the acts set out in clause 14.1.
- (b) A suspended Member shall be totally excluded from the club's premises and club activities from the time of committal of the offence until such time as the matter is dealt with by the Board of Management.
- (c) A suspended Member must forfeit his or her membership card during the suspension period and loses reciprocal visiting rights with affiliated clubs.
- (d) The Board of Management shall meet to consider the suspension in accordance with the procedures in Section 14.2.

14. **Expulsion and suspension**

14.1 A member shall be liable to be expelled or suspended from the club if he or she:

- (a) Breaches these rules;
- (b) Is convicted of:
 - (i) A crime (as defined in the Crimes Act 1961) for which a penalty is imposed; or
 - (ii) An offence which, in the opinion of the Board of Management, is likely to prejudice any charter or licence held by the club.
- (c) In the opinion of the Board of Management brings the club and/or any of its members, into disrepute; or
- (d) Is found by the Board of Management to have committed any of the acts set out in clause 13.2.

14.2 Procedure for expulsion or suspension:

- (a) After consultation with the Club President, the Manager may issue a trespass notice to any Member who breaches current relevant legislation in relation to the sale and supply of liquor and gambling. Such trespass notices must be conveyed to all Board of Management members at earliest notice.
- (b) Any Member may notify the Board of Management if he or she believes a member may be liable to expulsion or suspension pursuant to clause 13.2. This should be in the form of a written complaint within 7 days of the offence.

- (c) The Board of Management may bring disciplinary action against a member for alleged misconduct.
- (d) Within three (3) days of receipt of such notice, or of a member being immediately suspended pursuant to clause 13.2, the Judicial Committee as appointed by the board of management consisting of one board member and two financial members of the Club. The Judicial Committee should check the Club Rules and then convene an Investigation. The Judicial Committee then decide whether there is a case to answer and if upheld, shall call a Judicial Meeting.
- (e) Such a Meeting shall be held within two (2) weeks of receipt of the notice, or of the suspension.
- (f) The Committee must give the member concerned at least seven (7) days' written notice of that Meeting, informing him or her:
 - (i) The nature of the complaint;
 - (ii) How the complaint will be heard;
 - (iii) His or her right to appear and be heard at that Meeting; and
 - (iv) The process of the Meeting.
- (g) After the Member concerned has had the opportunity to be heard and if the complaint is found to be proven, the Board of Management may elect to:
 - (i) Expel him or her; or
 - (ii) Suspend him or her for a determined period.
- (h) Any Member expelled or suspended shall have the right to appeal under Section 16.2.
 - (i) Any expulsion or suspension shall be entered in the minutes of the Board of Management Meeting together with the name of the Member concerned.

14.3 An expelled or suspended Member shall not be relieved from payment of any subscription, levy, or other payment due or payable at the time of expulsion or suspension.

14.4 No subscriptions, levies or other payments already received by the club as at the date of expulsion or suspension shall be refunded on expulsion or suspension.

14.5 A Member who has been suspended under this Section is ineligible to stand for election for any position on the Board of Management, for a period of five years from the last day of that suspension.

15. Offences

15.1 If a Member is convicted of any Crime (as defined in the Crimes Act 1961) after election to the Club:

- (a) He or she must inform the Secretary of the conviction and any penalty imposed; and
- (b) The Secretary shall report the fact to the Board of Management at or before its next meeting.

16. Board of Appeal

16.1 The Board of Management will upon receipt of a notice of appeal constitute a Board of Appeal consisting of such members as determined by the Board of Management (including if so determined all the members of the Board of Management provided they were not part of the original judicial Committee) whose duty it shall be to hear and decide the appeal lodged by the member in respect of the decision of the Judicial Committee.

16.2 The Board of Appeal shall hear and decide any appeal lodged by a Member or Members against any decision of the Board of Management entailing suspension or expulsion in accordance with the following:

- (a) Any member being suspended or expelled who wishes to appeal must give notice in writing to the Secretary within seven (7) days of the date of such suspension or expulsion, stating the grounds for appealing;
- (b) Within forty-eight (48) hours of receiving such notice, the Secretary shall convene a Meeting of the Board of Appeal;
- (c) The Board of Appeal shall re-hear the case but shall not admit fresh evidence, except where an application has been made to the Board of Management for a re-hearing and has been refused.

16.3 The decision of the Board of Appeal shall be final.

17. Disputes

17.1 Except as otherwise provided in these Rules, the procedure for resolving disputes between members (in their capacity as members) and between members and the club, including procedures for investigating and dealing with complaints and grievances will be consistent with those procedures set out in Schedule 2 of the Act.

18. **Board of Management**

18.1 The Board of Management Members of the club shall be:

- (a) A President;
- (b) Two Vice-Presidents; and
- (c) Four other Board of Management Members.

18.2 **Eligibility:** Each Board of Management Member described in clause 18.1(c) must:

- (a) Meet the eligibility criteria set out within the Act;
- (b) Be a Financial Member of the club;
- (c) Not be an employee of the club;
- (d) Have been a Financial Member for at least 2 years immediately before nomination;
- (e) For the position of President and Vice-President have served at least 12 months on the Board of Management within the last 2 years;
- (f) Have completed the Appropriate Application form; and
- (g) The Board has the right to establish (and co-opt or appoint any person to) any sub board of Management(s). Any sub board of Management shall include at least one Board member, the President and the Vice-Presidents. Any recommendations of any sub board of Management will be referred to the Board for approval before implementation.

18.3 **Term of Office:** The term of office for the President, Vice-Presidents and Board members shall be until the next Annual General Meeting.

18.4 **Election:** The Board of Management shall be elected in the following manner.

- (a) Nominations for Board of Management Members must be:
 - (i) In writing on the applicable nomination form;
 - (ii) Proposed, by a Financial Member, and Seconded by another Financial Member; and
 - (iii) Deposited with the Secretary at least twenty-one (21) days before the date set down for the Election as passed by the Board of Management.

- (b) The Secretary will at least fourteen (14) days prior to the date of the Election, display (within Club Premises and on electronic media formats) a list setting out the name of each nominee and the position in respect of which each nomination is made.
- (c) The election shall be by a properly conducted electoral procedure.
- (d) In the event of a tie, the Returning officer has a casting vote.
- (e) One person may only hold one office.
- (f) If a recount of votes is required, the following process will be adopted:
 - (i) The recount will be conducted by the Returning Officer and appointed scrutineers who were not involved with the original count; and
 - (ii) Candidates that have requested a recount may have a representative present at the recount but cannot participate in the actual counting of votes.

18.5 Resignation

- (a) A member of the Board of Management may resign by signing a written notice of resignation and giving it to the Board of Management. The notice of resignation is effective when it is received by the Board of Management or at a later time specified in the notice.
- (b) Board of Management Members are deemed to have resigned if they are absent from (3) consecutive meetings of the Board of Management without leave of the Board of Management.

18.6 Removal from Office

- (a) A member of the Board of Management may be removed from office for any reason which the Board of Management deems expedient in accordance with the following:
 - (i) The Board of Management shall convene an Extraordinary Meeting of the Board of Management to consider the removal;
 - (ii) The Board of Management must give seven (7) days' notice in writing to the Board of Management Member in question, informing him or her of his or her right to appear and be heard at that Meeting;
 - (iii) After the Board of Management Member in question has had the opportunity to be heard, the Meeting may elect to remove him or her from office by 75 % majority vote; and

- (iv) If the Meeting elects to remove the Board of Management Member, such removal shall be effective immediately.
- (b) On receipt of a notice of motion of no confidence in one or more Board of Management Member(s) signed by ten percent (10%) of the total membership or fifty (50) Financial Members (whichever is greater), the Board of Management shall convene a Special General Meeting and proceed in accordance with clause 24.
- (c) In the event that a notice of motion of no confidence is raised against more than one Board of Management member or the entire Board of Management, the motion will be discussed at the Special General Meeting referred to in clause 18.6(b). If the motion is carried, the meeting will appoint three (3) members of the club to assume the governance role until new elections can be conducted at a date set by the special general meeting.
- (d) A Board of Management Member, who has been convicted of any offence which in the opinion of a majority of the Board of Management brings the Club into disrepute or is declared an undischarged bankrupt shall automatically and immediately be removed from office.
- (e) The Board of Management may elect to remove a Board of Management Member who becomes physically or mentally incapacitated to the extent that he or she cannot carry out his or her duties as a Board of Management Member.
- (f) No Board of Management Member who has been removed from office shall be eligible for re-election without the consent of a General Meeting.

18.7 **Vacancy**

Any vacancy in any Board of Management position that is not filled at an election or which occurs between elections, the vacancy may be filled by the Board of Management, or not filled as the Board of Management see fit providing a quorum remains.

18.8 **Powers:** The Board of Management shall, subject to any limitations imposed by this Constitution, have the power to:

- (a) Exercise all the powers and authorities of the club;
- (b) Do such other acts and things as it deems necessary or expedient for carrying on the business of the club;
- (c) Form standing or ad hoc Board of Managements for the purpose of exercising its duties, authorities or powers;
- (d) Delegate its duties, powers and authorities to the Manager or to a Board of Management formed under clause 18.2(g); and

- (e) Co-opt any person to assist with its functions.
- (f) From time to time, as they see fit, make By-Laws that are consistent with the Constitution of the Club for operational purposes. A register of these By-Laws must be kept and members must have access to the register on request:
 - (i) To take on lease, hire or otherwise acquire any real or personal property or rights or privileges or enter into any commitment up to a limit of \$100,000 which it (the Board of Management) may consider necessary or convenient for the purpose of furthering the objects of the Club;
 - (ii) To dispose of any asset of the Remuera Club up to a value of \$100,000.00. Disposal of any asset above \$100,000 must first be approved by two thirds (75%) of the attendees of the current Club Members at a Special General Meeting or Annual General Meeting;
 - (iii) To invest any moneys not required for immediate use in fixed term bank deposits as may be deemed advisable, with the power from time to time to vary investments for others of a like nature provided such investments are made with a registered trading bank under Section 69 of the Reserve Bank of New Zealand Act 1989 with a minimum Standard and Poors rating of B+;
 - (iv) To lease or hire or enjoy the benefit of any property presently occupied, whether real or personal of any kind or nature whatsoever, which may be conveniently used in connection with the objects of the Club;
 - (v) To make Regulations and By-Laws;
for the conduct of the Club and the discipline required of members; and
 - (vi) To do all such things as in the opinion of the Board of Management may be incidental to the attainment of any of the foregoing objects or the exercise of any of the foregoing powers.

18.9 Duties: Board of Management Members shall at all times:

- (a) Render every assistance to the President, Vice-President and staff of the club to maintain order and to prevent infringement of the Rules, Regulations or By-Laws or the terms of any charter or licence which may from time to time be granted to the club;
- (b) Use powers for the proper purpose, to comply with the Act and the Clubs constitution;

- (c) Act in good faith and the best interests of the club;
- (d) Exercise a degree of care and diligence of a reasonable person with such responsibilities;
- (e) Not allow the Club activities to be carried on in a reckless or in a way likely to create a substantial risk of serious loss to the Club's creditors;
- (f) Not to allow the Club to incur obligations that the officer does not reasonably believe will be fulfilled;
- (g) Abide by the Club's Board of Management Code of Practice and Conduct; and
- (h) Any other duties which the Board of Management of the Club may from time to time determine.

18.10 Interests Register: The Board of Management must keep and maintain a register of disclosures made by officers under Section 73 of the Act

- (a) The interests register must be made available for inspection by the officers of the club at any reasonable time.
- (b) An officer with a direct or indirect financial interest in a matter must disclose, as soon as practicable details of the nature and extent of the interest.
- (c) A member of the Board of Management who is interested in a matter:
 - (i) Must not vote or take part in a decision of the Board of Management relating to the matter; and
 - (ii) Must not sign any document relating to the entry into a transaction or the initiation of the matter; but may take part in any discussion of the Board of Management relating to the matter and be present at the time of the decision.

19. President and Vice President

19.1 The President and Vice-Presidents shall be ex officio members of all sub-Committees, and Sections.

19.2 The President shall preside over all meetings of the Board of Management and over all Annual and Special General meetings of the members, in the absence of the President the Vice-President shall preside.

19.3 At all meetings the President shall be entitled to a casting vote.

19.4 The President shall be the Club's representative with the Manager, in matters of Club business.

19.5 In the event of a Vacancy of the office of President, a Vice-President shall assume that role for the remainder of the term. In the event of a vacancy in the role of Vice-President, the Board of Management shall elect a Board of Management member to that role for the remainder of the term.

20. Auditor

20.1 The Club's accounts shall be audited annually by a chartered accountant appointed by the members in Annual General Meeting, who shall:

- (a) Be a member of the Institute of Chartered Accountants of New Zealand; and
- (b) Not be a Board of Management Member or hold any other office in the Club.

20.2 The auditor shall have the right to attend any meeting of the Club at which the Club's financial affairs are under discussion but shall not be entitled to exercise a vote on any question.

20.3 The auditor shall be paid such fees as may be determined by the Board of Management from time to time.

20.4 The auditor shall have the power to call for the production of all books, papers and documents (including electronic documents) relating to the affairs of the Club. The financial statements shall be audited by him or her and, if correct, certified under his or her hand before they are submitted to the Annual General Meeting.

21. Finance Committee

21.1 The Finance Committee as appointed by the Board of Management and shall include the president, the general manager/secretary shall oversee:

- (a) That all monies received by the club are paid into the Bank for the credit of the club;
- (b) A detailed report of the previous month's receipts and payments for each monthly Board of Management Meeting and present it to that Meeting;
- (c) That all taxes, levies, duties, and other payments required by statute are made before the due date;
- (d) All taxation and other financial returns required by statute are accurately completed and lodged by the due date; and

- (e) The Club's Financial Statements and present them to the Annual General Meeting each year.
- 21.2 The finance Committee shall immediately bring to the attention of the Board of Management, any financial irregularity or suspicion of financial irregularity, or any concern regarding the financial performance of the club.
- 22. **Secretary/General Manager**
- 22.1 The Club shall appoint a Secretary/General Manager whose duties shall be to:
 - (a) Attend to the accounting and clerical duties of the Club;
 - (b) Take minutes of Board of Management and General Meetings;
 - (c) Generally, conform to such regulations as shall from time to time be made by the Board of Management;
 - (d) The Secretary/General Manager may appoint an independent party as the returning officer for any election, ballot or other voting procedure conducted by the association; and
 - (e) The Secretary/General Manager shall be the contact person with whom the Registrar can contact when needed.
- 22.2 The Secretary/General Manager's remuneration shall be determined by the Finance Committee.
- 22.3 Nothing in this Rule shall preclude the engaging of outside professional services in the performance of any of the above duties or from combining the office of Secretary with that of Secretary/General Manager.
- 22.4 It shall be the duty of the Secretary/General Manager to carry out all such duties as are required to manage the affairs of the club. The Secretary/general manager shall be accountable to the Board of Management being that body's only direct employee. All other employees shall be under the direct control of the Manager.
- 22.5 The Secretary/General Manager will report to the Chairman of the Board of Management.
- 22.6 The role and responsibilities of the Secretary/General Manager shall be detailed in:
 - (a) A Position Description, which shall be kept up to date by the Board of Management; and
 - (b) An Employment Agreement.

22.7 The Secretary/General Manager shall attend and take part in all Board of Management and General Meetings except on occasions where the collective Board of Management decides otherwise. The Manager shall not be entitled to exercise a vote on any question.

22.8 The Secretary/General Manager shall be the Club's representative in respect to both legislative provisions and legal requirements and shall act as the Secretary of the Club.

23. Annual General Meeting

23.1 The Annual General Meeting of the Club shall be held not later than 31 October each year.

23.2 The General Meeting of the club must be held by a quorum of 60 members. Participation in the meeting may be in person or via participation by means of audio link, audio-visual link, or other electronic communication as determined by the Board of Management for the purpose of:

- (a) Providing an annual report on the operations and affairs of the Club during the most recently completed accounting period;
- (b) Adopting the Financial Statements of the Club;
- (c) Providing notice of the disclosures of interests, including a brief summary of the matters, or types of matters, to which those disclosures relate;
- (d) Considering, and if necessary, taking action on, any motion relating to the annual report or Financial Statements;
- (e) Considering, and if necessary, taking action on, any other motion of which due notice pursuant to clause 25.7(b) has been given;
- (f) Election of Auditor;
- (g) General business; and
- (h) Vote to destroy voting paper.

23.3 At least fourteen (14) days before the Annual General Meeting, the following shall be posted on the club's notice board and electronic media:

- (a) Notice of the Annual General Meeting;
- (b) The Annual report;
- (c) The Financial Statements;
- (d) Notice of Disclosures; and

- (e) Notice of any other business to be transacted at the Meeting

24. **Special General Meeting**

- 24.1 The Board of Management shall convene a Special General Meeting if at any time:
 - (a) The Board of Management considers such a Meeting necessary or desirable; or
 - (b) The Secretary receives a written requisition to do so signed by not less than ten percent (10%) of the total membership or fifty (50) Financial Members, stating the purpose of the Meeting requisitioned, in which case the meeting must be convened for that purpose only.
- 24.2 Special General Meetings require (7) days' notice specifying the time and place of a Special General Meeting, its purpose and an agenda shall be given by notice on the club's notice board and electronic media.
- 24.3 Participation in the meeting may be in person or via participation by means of audio link, audio-visual link, or other electronic communication as determined by the Board of Management.

25. **Conduct of General and Special Meetings**

- 25.1 At all such Meetings, the chairman shall be;
 - (a) The President; or
 - (b) In his or her absence, the Vice-President; or
 - (c) In the absence of both the President and the Vice-President, a Board Member elected by the Meeting; or
 - (d) If the Board of Management deem it necessary to acquire the services of an independent Chair due to the nature of the business to be discussed at a special general meeting.
- 25.2 The quorum for a General Meeting shall be 60 financial members.
- 25.3 Minutes of all General Meetings are required to be kept.
- 25.4 A General Meeting shall be adjourned if:
 - (a) A quorum is not present within half an hour after the time fixed for the Meeting; or
 - (b) A quorum is present and the Meeting elects to adjourn.
- 25.5 If a Meeting is adjourned, the Board of Management shall:

- (a) Fix a new date not more than fourteen (14) days later; and
 - (b) Give at least three (3) days' notice of the adjourned Meeting by notice on the Club's notice board and social media platforms.
- 25.6 If a quorum is not present at an adjourned General or Special Meeting, the Meeting shall lapse. If a quorum is not present for the reconvened meeting, the agenda as displayed on the Notice Board shall automatically revert to the Board of Management to adjudicate on.
- 25.7 **Resolutions:**
- (a) A Member may without notice ask any question or move any resolution relative to the Annual Report or Balance Sheet.
 - (b) Any Member intending to move a resolution bearing on any other matter must give notice of the proposed motion, seconded by another member, to the Secretary at least twenty-one (21) days before the Meeting and such notice of motion shall be forwarded to each Member with the notice of the Meeting.
- 25.8 **Procedure:** The following rules of debate shall apply:
- (a) Each Member may speak only once to each motion or amendment, except the mover, who may reply;
 - (b) The mover of any resolution or substantial amendment to a resolution shall be allowed five (5) minutes in which to introduce their proposition and ten (5) minutes for reply, or vice versa, and any other speaker will be allowed five (2) minutes;
 - (c) The Chairman shall decide whether any amendment proposed to a resolution is a substantial amendment or not;
 - (d) If freer discussion of any subject is desired, any Member may move that the Meeting go Into Committee on that subject and such motion shall be immediately put and decided by a show of hands;
 - (e) In Committee no Member shall speak for more than five (5) minutes at a time; and
 - (f) When in Committee any Member may move that the ordinary meeting shall be resumed, and such motion shall be immediately put and decided by a show of hands.
- 25.9 Except as otherwise provided by these Rules, all questions shall be decided by simple majority vote.
- 25.10 **Voting:** At any General Meeting:

- (a) Each Ordinary and Life Member shall be entitled to be present and to give one vote on all questions;
- (b) Voting shall be on show of hands in the first instance;
- (c) A declaration by the Chairman as to the result shall be conclusive unless a motion that the vote shall be taken by secret ballot is passed by a majority of Members present; and
- (d) In the event of equal votes being cast, the Chairman shall have a casting vote.

26. **Board of Management Meetings**

26.1 The Board of Management shall meet regularly at a time and place to be determined by the Board of Management, or on a requisition in writing to the Secretary, setting out the purpose for which the Meeting is required. A date for a Board of Management Meeting must be set within four (4) days of the Secretary receiving a requisition under this clause.

26.2 At all Board of Management Meetings, the Chairman shall be;

- (a) The President; or
- (b) In his or her absence, the Vice-President; or
- (c) In the absence of both the President and the Vice-President, a Board of Management Member elected by the Meeting.

26.3 The quorum for a Board of Management Meeting shall be not less than four of its members.

26.4 Minutes of all Board of Management Meetings are required to be kept.

26.5 Any Board of Management Meeting shall be adjourned if:

- (a) A quorum is not present within half an hour after the time fixed for the Meeting; or
- (b) A quorum is present and the Meeting elects to adjourn.

26.6 If a Board of Management Meeting is adjourned, the Board of Management shall:

- (a) Fix a new date not more than fourteen (14) days later; and
- (b) Give at least three (3) days' notice of the adjourned Meeting to each Board of Management Member.

26.7 If a quorum is not present at an adjourned Meeting, the Meeting shall lapse.

26.8 Except as otherwise provided by this Constitution, all questions raised at a Board of Management Meeting shall be decided by a simple majority of votes cast.

26.9 In the event of equal votes being cast, the Chairman shall have a casting vote.

27. **Conduct of Board of Management Meetings**

27.1 The conduct of the Board of Management Meetings will be under the direction of the Chair, however, if and when required the following rules will apply:

(a) The normal rule of debate shall be followed, each member speaking only to each motion or amendment except the mover who may reply. The mover of any resolution or substantial amendment shall be allowed five (5) minutes in which to introduce his proposition and ten (10) minutes for reply, or vice versa, any other speaker will be allowed five (5) minutes. The chairman shall decide whether any amendment proposed is a substantial amendment or not. If freer discussion of any subject is desired, any member may move that the meeting be put into committee with such motion decided by a show of hands. In committee no member shall speak for more than five (5) minutes at a time. When in Committee any member may move that the ordinary meeting shall be resumed, and such motion shall be immediately put and decided by a show of hands; and

(b) Proper minutes shall be kept to record all Monthly and Special Meetings of the Board of Management. Such minutes shall be made available to any financial Member upon request once they have been confirmed by the Board of Management.

28. **Accounts**

28.1 Financial Transactions: All transactions shall be completed in accordance with the Club Financial Transaction Policy as approved by the Board of Management.

28.2 The club shall make returns required by the relevant New Zealand legislation and comply with all the relevant requirements of those Acts.

28.3 The financial year of the Club shall begin on the first day of July in each year and shall expire on the 30th day of June in each year.

28.4 Payment of all monies on behalf of the Club shall be made by electronic banking and approved by the General Manager or the Accountant jointly with the President or Vice President or a Board Member.

28.5 At every Annual General Meeting of the Club the Chairman on behalf of the Board of Management shall present the Financial Statements. Every such statement shall be accompanied by a report from the President and General Manager as to the state of the Club.

28.6 The Club shall make returns required by the Act or by such other statutory provision for the time being in force and shall comply with all the requirements of such Statute and other Regulations there under.

28.7 The Club on behalf of the Board of Management shall take out Professional Liability Insurance covering Board Members and persons authorised to act their behalf on such terms as determined by the Board of Management.

29. **Accounts Policy and Financial Management**

29.1 General Accounting and Financial Management.

(a) The Committee shall ensure that accounting records are kept that:

(i) Correctly record all transactions;

(ii) Allow for the production of financial statements in compliance with the Act and any other relevant legislation; and

(iii) Enable the financial statements to be readily and properly audited if required under any legislation or this constitution.

29.2 The committee will ensure that an appropriate accounting system is adopted to maintain a satisfactory system of control of the clubs accounting records.

29.3 All revenue shall be banked with the approved financial institution after being accounted for within the club's accounting system.

29.4 Payments are to be authorised by two approved persons.

29.5 Physical stock takes are to be completed on a minimum monthly basis.

29.6 Capital and maintenance expenditure over \$20,000 to have at least two (2) quotes where practical.

29.7 The club shall make returns required by the relevant New Zealand legislation and comply with all the relevant requirements of those Acts.

29.8 Committee and Officer Expenses:

(a) Any expense incurred by Committee members or Officers must have prior approval;

(b) Committee members or Offices representing the club whilst at conference or events shall be paid a daily allowance subject to prior approval;

- (c) Allowances/Honorariums for committee member as approved at the last Annual General Meeting are to be paid every second month and have the prescribed rate of tax deducted there from.
- (d) All or any of the honorarium payments annually adjusted by the CPI may be altered at any Annual General Meeting having first been included in the notice of items of business to be brought before the meeting.

29.9 Section Accounts and Financial Management

- (a) All Sections must conduct their financial transactions within the confines of this constitution and in accordance with the Club Sections Operating Policy and Bylaws;
- (b) Each Section will have lodged a minimum of two (2) original signatures and names of the persons authorised to uplift cash or authorise payments from the Sections accounts;
- (c) No two persons who are married couples, de facto partners, spouses, married by civil union and family or people living together are permitted to be signatories on the accounts of any of the Club's Sections;
- (d) Within one month of the Sections/s AGM the Sections financial report, AGM minutes and a list of the Section's committee members must be provided to the Club Manager;

30. Indemnity and Insurance

30.1 The Club must indemnify each Officer, member, or employee of the Club for:

- (a) Liability to any person other than the Club for any act or omission in their capacity as an Officer, a member, or an employee of the Club; or
- (b) Costs incurred by the Officer, member, or employee in defending or settling any claim or proceeding relating to that liability;

Provided that this indemnity will not apply to any:

- (c) Criminal liability; or
- (d) Liability that arises out of failure to act in good faith and in what the Officer, member, or employee believed to be the best interests of the Club when acting in their capacity as an Officer, a member, or an employee of the Club.

30.2 The Club must also indemnify an Officer, member, or employee of the Club for any costs incurred by them in defending or settling a proceeding that relates to liability of a kind referred to in clause 30.1 if:

- (a) Judgment is given in their favour or if they are acquitted; or
 - (b) The proceeding is discontinued.
- 30.3 The Club may, with the prior approval of the committee, effect insurance for an Officer, a member, or an employee of the society in respect of:
- (a) Liability (other than criminal liability) for any act or omission in their capacity as an Officer, a member, or an employee of the Club (including any breach of duties under this constitution or the Incorporated Societies Act 2022);
 - (b) Costs incurred by the Officer, member, or employee in defending or settling any claim or proceeding relating to that liability; and
 - (c) Costs incurred by the Officer, member, or employee in defending any criminal proceedings:
 - (i) That have been brought against the Officer, member, or employee in relation to any alleged act or omission in their capacity as an Officer, a member, or an employee; and
 - (ii) In which they are acquitted.
- 30.4 The Officers who vote in favour of authorising the insurance under clause 30.3 must sign a certificate stating that, in their opinion, the cost of effecting the insurance is fair to the Society.
- 30.5 The Officer, member, or employee who is insured is personally liable to the Society for the cost of effecting insurance if:
- (a) The requirements of this constitution have not been complied with; or
 - (b) Reasonable grounds did not exist for the opinion set out in the certificate given under clause 30.4;

Unless the insurance was fair to the Club at the time the insurance was effected.

31. **Personal Benefit**

- 31.1 As a not-for-profit organization, the officers and members may not receive any distributions of profit or income from it. This does not prevent officers or members:
- (a) Receiving reimbursement of actual and reasonable expenses incurred; or

- (b) Entering into any transactions with the organization for goods or services supplied to or from them, which are at arm's-length, relative to what would occur between unrelated parties.
- 31.2 Provided no officer or member is allowed to influence any such decision made by the organization in respect of payments or transactions between it and them, their direct family or any associated entity.

32. Access to Information

- 32.1 Members have the right to request information held by the club, including but not limited to copies of financial reports and minutes of confirmed general and/or Board of Management meetings.
- 32.2 Requests to access information must be made in writing and must specify the information sought in sufficient detail to enable it to be identified.
- 32.3 The club will, within a reasonable time after receiving a request:
- (a) Provide the information; or
 - (b) Agree to provide the information within a specified period; or
 - (c) Refuse to provide the information, specifying the reasons for the refusal.
- 32.4 The club may refuse to provide the information if:
- (a) Withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons; or
 - (b) The disclosure of the information would, or would be likely to, prejudice the commercial position of the club or of any of its members; or
 - (c) The disclosure of the information would, or would be likely to, prejudice the commercial position of any other person, whether or not that person supplied the information to the Club; or
 - (d) The information is not relevant to the operation or affairs of the Club; or
 - (e) The request for the information is frivolous or vexatious.

33. **Sections**

- 33.1 Any Section or Sections may be formed within the Club for sporting or special interest groups, subject to approval from the Board of Management, such Sections are bound by the Rules and by-laws of the Club at all times.
- 33.2 Any assets of the Section are the assets of the Club. All monies received for Sections shall be paid into the Section's bank account referred to in clause 32.4(a).
- 33.3 All accounting, taxation, financial reporting and legal compliance responsibilities of the Section shall rest with the club.
- 33.4 The Committee of the Section shall not do, or omit to do, anything that is likely to prejudice or not be in the best interests of the club. Any contentious correspondence must come through the office prior to delivery.
- 33.5 Office holders of Sections are not Board of Management members or club officials by virtue of holding such office.
- 33.6 The Board of Management after consultation with the Section office bearers may disband the Section at their discretion

34. **Seal**

- 34.1 The Club shall have a Common Seal which shall be kept in the custody and the control of the Manager and shall be used only in pursuance of a duly passed resolution of the Board of Management or of the Club, and in the presence of two (2) persons appointed by the Board of Management as authorised signatories of the club.

35. **Property**

- 35.1 Membership of the club does not give any member any transmissible or assignable interest by operation of law or otherwise, in any of the property or funds of the club.
- 35.2 If a person ceases to be a Member for any reason, any interest he or she may nevertheless possess in any of the effects, property or funds of the Club will vest in the Club.
- 35.3 Any information which the Club provides for Members remains the property of the Club. Members must not pass any such information on to any non-Member without the written consent of the Club.

36. **Visitors – Authorised Customers, Authorised Visitors and Guests**

- 36.1 Authorised Visitors and Guests.

- (a) Any financial member may invite any person as a visitor to the Club. All visitors shall sign the Visitors Book provided by the Board of Management and enter their name and address therein on each such occasion. The member accompanying a visitor shall also sign the Visitors book and will at all times be responsible for the conduct of the visitor. No such visitors shall be sold or supplied liquor on the Club premises unless the visitor is present on the invitation of a financial member and is in the company of a financial member and the liquor is supplied for consumption on the premises. Should they wish to visit the Club more than three times per annum they will be required to become a Financial member of the Club before being permitted to make further visits to the Club.
 - (b) Any member introducing a guest/visitor(s) is responsible for the good conduct of that guest/visitor whilst on the club premises.
 - (c) Any guest/visitor who wishes to be sold or supplied alcohol must first complete the appropriate *authorised customer* requirements.
 - (d) Any Guest/visitor(s) may only be sold or supplied alcohol for consumption on the premises while accompanied by a member of the club.
- 36.2 Any Guest/visitor(s) will lose all rights or privileges to purchase or consume alcohol if they remain in the club if/when the sponsoring member vacates the club premises.
- 36.3 Authorised Visitors:
- (a) Any affiliated member (Authorised Visitor) wishing to be sold or supplied alcohol for consumption on the premises must be able to produce valid proof of membership to an affiliated club/association to club staff at the point of service.
 - (b) Any affiliated member introducing a guest/visitor(s) is responsible for the good conduct of that guest/visitor whilst on club premises. The guest/visitor will lose all rights or privileges to purchase or consume alcohol if they remain in the club if/when the sponsoring Authorised Visitor vacates the club premises.
 - (c) Any guest/visitor of a member of either Remuera Club or affiliated clubs, that wishes to be sold or supplied alcohol must first complete the appropriate authorised customer and/or authorised visitor requirements required by the club.
 - (d) Authorised Customers, Authorised Visitors and their guests are bound by the rules of this club whilst they are on the club premises.
- 36.4 The Duty Manager shall have the power to refuse privileges for any intending guest/visitor or revoke privileges without any reason being supplied, this

includes the right of the Duty Manager to refuse entry to the club premises or removal of a guest/visitor from the club premises.

Definitions - for the purposes of this Clause 36

- a) “club” has the same meaning as defined for the time being in Section 5 of the Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof;
- b) “member”, “authorised customer” and “authorised visitor” have the same meanings given to them for the time being in Section 60 Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof;
- c) “affiliated member” means the same as “authorised visitor” and includes:
 - I. A member of any other club which is a member of Clubs New Zealand Incorporated through whom the Club has arrangements for reciprocal visiting rights for members, irrespective of whether the other club has an alcohol licence or a permanent charter or not; and
 - II. A member of any other club with which the club has an arrangement for reciprocal visiting rights for members, irrespective of whether the other club has an alcohol licence or a permanent charter or not;
 - III. In this Clause 36, words in the singular (such as guest/visitor) include the plural.

37. Alteration of Constitution Rules

37.1 This Constitution may be revised or amended by a resolution 75% passed by a simple majority (currently 75%) of the Financial Members present at a General Meeting.

37.2 All Financial Members and Officers shall have the right to submit a resolution for inclusion at the General Meeting:

- (a) Any notice specifying the intention to propose such a resolution must be given in writing to the Secretary at least twenty-one (21) days before a General Meeting, and
- (b) Such notice shall be provided to Financial Members in accordance with Rule 24 g) b). check rule number

37.3 **Minor and Technical Amendments:** The Board of Management may elect to amend the constitution if the amendment has no more than a minor effect or corrects errors or makes similar technical alterations. Amendments under this Section must be made in accordance with Section 31 of the Act.

37.4 **Resolution in lieu of meeting:** A written resolution may be passed via this method in accordance with Section 89 of the Act.

37.5 Any amendments to the constitution made under this Section take effect from the date of registration with the Registrar of Incorporated Societies.

38. By-Laws and Standing Orders

38.1 The Board of Management from time to time may make, alter, and rescind By-law's incidental to the operations of the Club, so long as they are in conformity with these rules. A register of By-laws must be kept and displayed.

39. Winding up and/or Liquidation

39.1 The club may be wound up, or liquidated, or removed from the Register of Incorporated Societies in accordance with the provisions of the Act.

39.2 The Secretary shall give notice to all members of the proposed motion to wind up the club or remove it from the Register of Incorporated Societies and nominating a not-for-profit entity with purposes similar to the Objects to receive the clubs surplus assets, if any, and of the Special General Meeting at which any such proposal is to be considered, of the reasons for the proposal, and of any recommendations from the Board of Management in respect to such notice of motion.

39.3 Any resolution to wind up the Club or remove it from the Register of Incorporated Societies and nominating a not-for-profit entity with purposes similar to the Objects to receive the Club's surplus assets, if any must be passed by seventy five percent (75%) of all members present and voting.

39.4 The Club may be put into liquidation:

(a) At a Special General Meeting called by the Board of Management for that purpose; or

(b) As provided for in the Act.

39.5 If the club is wound up, or liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any Member.

39.6 On the winding up or liquidation or removal from the Register of Incorporated Societies of the club, its surplus assets after payment of all debts, costs and liabilities shall be vested in the registered charitable organisation selected by members in accordance with this clause 39.