TAUPO MARIST INCORPORATED

CONSTITUTION

TABLE OF CONTENT

1.0	INTRODUCTORY RULES	2
1.1	Name	
1.2	Definitions	
1.3	Purpose	4
1.4	Mission and Values	7
1.5	Act and Regulations	8
1.6	Registered Office	
1.7	Power to Borrow Money	
1.8	Other Powers	
2.0	MEMBERS	
2.1	Minimum number of Members	
2.2	Becoming a member: Consent.	
2.3	Becoming a member: Process	
2.4	Obligations and Rights	9
2.5	Other Obligations and Rights	
2.6	Subscriptions and Fees	
2.7	Ceasing to be Member.	
2.8	Obligations and Resignation	10
2.9	Becoming a Member Again	
2.10	Membership Types	
2.11	Members Age Limit	11
3.0	GENERAL MEETINGS	
3.1	Annual General Meetings	
3.2	Annual General Meetings; Business	
3.3	Special General Meetings	
3.4	Procedure	12
3.5	Minutes	13
4.0	MANAGEMENT COMMITTEE	
4.1	Composition	
4.2	Qualifications	
4.3	Election or Appointment	14
4.4	Term	15
4.5	Removal from Office	
4.6	Cessation of Committee Membership	
4.7	Officer's Duties Mandatory	16
4.8	Powers	
4.9	Communication	
4.10	Sub-Committees	17
4.11	General Issues	
4.12	Conflicts of Interest	18
5.0	COMMITTEE MEETINGS	19
5.1	Frequency	
5.2	Procedure	
6.0	RECORDS	
6.1	Register of Members	
6.2	Access to Register of Members	
6.3	Register of Interests	20
6.4	Access to Other Information	
7.0	FINANCES	21
7.1	Control and Management	
7.2	Balance Date	
7.3	Auditor or Reviewer	
8.0	DISPUTES RESOLUTION	22
8.1	Raising Disputes	
8.2	Investigating Disputes	
8.3	Resolving Disputes	23
9.0	CLUB COLOURS	24
10.0	WINDING UP	
10.1	Process	
10.2	Surplus Assets	
11.0	ALTERATIONS TO THE RULES	25
11.1	Amending the Rules	
12.0	COMMON SEAL	
13.0	CONTACT PERSON	

THE CONSTITUTION

OF

TAUPO MARIST INCORPORATED

1.0 INTRODUCTORY RULES

1.1 Name

The name of the Society is Taupo Marist Incorporated (in these Rules referred to as the 'Club').

1.2 Definitions

In these Rules, unless the context requires otherwise, the following words and phrases have the following meanings:

1.2.1 'Act' means the Incorporated Societies Act 2022 or any Act which replaces it (including amendments to it from time to time), and any regulations made under the Act or under any Act which replaces it.

1.2.2 'Annual General Meeting' means a meeting of the members of the Club held once per year which, among other things, will receive and consider reports on the Club's activities and finances.

1.2.3 'Associated Person' means a person who:

(a) May obtain a financial benefit from any matter being dealt with by any member (as a committee member, or in any General Meeting, or otherwise for the Club) where that person is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, or first cousin of that member.

(b) May have a financial interest in a person to whom any matter being dealt with by any member (as a committee member, or in any General Meeting, or otherwise for the Club) relates.

(c) Is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom any matter being dealt with by any Member (as a committee member, or in any General Meeting, or otherwise for the Club) relates.

(d) May be interested in the matter because the Club's constitution so provides.

1.2.4 But no such member shall be deemed to have any such interest:

(a) Merely because that member receives an indemnity, insurance cover, renumeration, or other benefits authorised under this Act; or

(b) If that member's interest is the same or substantially the same as the benefit or interest of all or most other members of the Club due to the membership of those members; or

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(c) If that member's interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence that member in carrying out that member's responsibilities under the Act or the Club's constitution; or if that member is an officer of a union and that member's interest is merely as an employee that will benefit from the union acting in the ordinary course of promoting its members' collective employment interests.

1.2.5 **'Chair'** means the Management Committee member responsible for, among other things, overseeing the governance and operations of the Club and chairing General Meetings.

1.2.6 **'Clear Days'** means complete days, excluding the first and last-named days (for instance, excluding the date a Notice of meeting is posted or sent to members and the date of the meeting).

1.2.7 **'Management Committee'** means the Club's governing body.

1.2.8 **'Committee Member'** means a member of the Management Committee, including the Chairperson, Club Administrator, Treasurer, Club Captain and sub-committee representatives.

1.2.9 **'Sub-Committee'** means any committees set up to represent a sector of the membership, ie. Senior Rugby Committee, Junior Rugby Committee and other established for a specific purpose.

1.2.10 **'Deputy Chair'** means the Management Committee member elected or appointed to deputies in the absence of the Chair.

1.2.11 **'General Meeting'** means either an Annual General Meeting or a Special General Meeting of the Club.

1.2.12 **'Matter'** means (a) the Club's performance of its activities or exercises of its powers, or (b) an arrangement, agreement, or contract (a transaction) made or entered into, or proposed to be entered into, by the Club.

1.2.13 **'Member'** means a person properly admitted to the Club who has not ceased to be a member of the Club.

1.2.14 **'Notice'** to members includes any notice given by post, courier, or email; and the failure for any reason of any member to receive such Notice or information shall not invalidate any meeting or its proceedings or any election.

1.2.15 **'Register of Interests'** means the register of interests of Management Committee members kept under these Rules.

1.2.16 **'Register of Members'** means the register of members kept under these Rules.

1.2.17 **'Rules'** means the rules in this document.

1.2.18 **'Club Administrator'** means the Management Committee member responsible for, among other things, keeping the Register of Members, the Register of Interests, and recording the minutes of General Meetings and Management Committee meetings.

1.2.19 **'Special General Meeting'** means a meeting of the members, other than an Annual General Meeting, called for a specific purpose or purposes.

1.2.20 **'Treasurer'** means the Management Committee member responsible for, among other things, overseeing the finances of the Club.

1.2.21 **'Playing Member'** means any senior or junior player playing a sport for the Club.

1.2.22 **'Non-playing member'** means any members who wishes to be a part of the club by means of membership but is not playing a sport in the club, ie. Supporter, Coaches, Managers, Families.

1.2.23 **'Union'** means the 'King Country Rugby Football Union'.

1.3 PURPOSE

The objects for which the Club is established are:

1.3.1 By establishing and operating a Boys and Girls Club by providing educational, cultural, recreational, and social activities in a supervised, safe, caring positive environment for children and young people both on and off the field.

1.3.2 By improving the physical and psychological well-being of both Men and Women in providing a variety of team interactions and trainings, support with team and personal development and social events to encourage team inclusiveness.

1.3.3 By establishing an opportunity for people with any disabilities to participate in all grades of rugby.

1.3.4 By offering financial inclusion to all by manageable membership fees.

1.3.5 The Club will foster and promote amateur rugby for all club members and other sports affiliated to the Club.

1.3.6 The Club will promote, foster and administer other such sports as may be affiliated to the Club.

1.3.7 The Club is available for public recreation and entertainment and shall have no significant barriers to participation or spectatorship.

1.3.8 The Club will foster and encourage the development of an affirmative club culture that reflects the 'Marist' values and traditions and enhance community participation in healthy sports activities.

1.3.9 The Club will acquire by lease, hire or purchase or otherwise grounds, club house facilities, equipment and other such amenities which may be considered necessary or expedient for attaining the objects of the Club and its members.

1.3.10 Subscribe to become a member of, federate or affiliate with any other club, union or organisation whether incorporated or not, whose objects are altogether or in part similar to those of this Club.

1.3.11 Conduct such social activities as the Management Committee may from time to time approve.

1.3.12 Provide facilities for, promote, organise, regulate, hold and conduct tournaments, competitions, matches games and other events and give, provide or contribute towards trophies and awards therefor.

1.3.13 To apply for, obtain and from time to time renew a Club Licence for the Club pursuant to the provisions of the Sale and Supply of Alcohol Act 2021 as inserted therein or any other Licence or Charter from time to time available to the Club, and thereafter to conduct and manage the licenced premises subject to and in accordance with the provisions of the said Club Licence and/or any other licence or charter from time to time obtained by the Club and to all things necessary and incidental to the conduct and management of the said licence or charter.

1.3.14 To do all such other lawful acts and things as are incidental or conducive to the attainment of one or all the above objects or any other objects which the Club may from time to time establish.

1.3.15 The Club must not operate for the purpose of, or with the effect of:

(a) Any member of the Club deriving any personal financial gain from membership of the Club, other than as may be permitted by law, or

(b) Returning all or part of the surplus generated by the Club's operations to members, in money or in kind, or

(c) Conferring any kind of ownership in the Club's assets on members.

1.3.11 But the Club will not operate for the financial gain of members simply if the Club:

(a) Engages in trade,

(b) for matters that are incidental to the purposes of the Club, pays a member of the Club that is a body corporate that is not, or are the trustees of a trust that are not, carried on for the private pecuniary profit of any individual,

(c) reimburses a member for reasonable expenses legitimately incurred on behalf of the Club or while pursuing the Club's purposes,

(d) provides benefits to members of the public or of a class of the public and those persons include members or their families,

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(e) pays a member a salary or wages or other payments for services to the Club on arm's length terms (terms 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 are terms less favourable to the member than those terms),

(f) pays any member interest at no more than current commercial rates on loans made by that member to the Club, or

(g) provides a member with incidental benefits (for example, trophies, prizes, or discounts on products or services) in accordance with the purposes of the Club.

1.3.12 No Member, or Associated Person, is allowed to take part in, or influence any decision made by the Club in respect of payments to, or on behalf of, the member or associated person of any income, benefit, or advantage.

1.3.13 Any payments made to a member or associated person must be for goods and services that advance the charitable purpose and must be reasonable and relative to payments that would be made between unrelated parties.

1.4 MISSION AND VALUES

1.4.1 Mission Statement

"To provide a sporting and recreational club for men, women, boys and girls which encourages both individuals and teams to reach their maximum potential in their chosen sporting club endeavours.

In doing this it would always be our aim to maintain a fun club spirit, which treats every person equally and which ensures that the club runs on a profitable basis."

1.4.2 Our Core Values

Our core values are:

FAMILY, PRIDE, DISCIPLINE, INTEGRITY & INCLUSIVITY

Respect (Whakaute)	*All players must play within the rules of the union and respect the decisions of the Coaches , Referees and Officials.*
Inclusiveness(Te Whakauru)	*Members are to promote and foster the spirit of union ,through racial, cultural and gender inclusiveness amongst the club and its community.*
Responsibility: (Kawenga)	*Members are responsible for their own actions and ensuring they reflect the club in a positive manner.*
Positivity: (Pai)	*The Club is an environment of positivity each member will be encouraged to perform to the best of their abilities and make a positive contribution to the club in every way*
Commitment (Piripono)	*Members are expected to support each other and do their part for the development of the club – always striving to improve.*
Innovation: ((Auahatanga)	*The Club will be innovative in their event hosting and training methods, bringing a refreshing approach to the sport to create growth and develop the sport.*
Excellence: (Kairangi)	*Members are expected not only to meet the clubs code of conduct, but to show through exemplary actions on and off the field that ours is a club to be admired.*
Selflessness: (Pipiri Ore)	*Members are encouraged and expected to act with less concern for themselves than for the success of the joint activities of the club.*
Inspiration: (Whakahihiri)	*Our club has a rich history, and we lean on those members that have tasted success before us to provide inspiration to those that are yet to realize their full potential.*
Passion (Weriweri)	*With the above values in place, our club members become enthusiastic loyal patrons of the club, whether they are playing or supporting.*

These **rules** shall be interpreted having regard to these core values.

1.5 Act and Regulations

1.5.1 Nothing in this Constitution authorises the Club to do anything which contravenes or is inconsistent with the Statute, and regulations made under the Statute, or any other legislation.

1.6 Registered Office

1.6.1 The Registered Office of the Club shall be at such place in New Zealand as the Management Committee from time to time determines, and changes to the Registered Office shall immediately be notified to the Registrar of Incorporated Societies in a form and as required by the Statute.

1.6.2 Affiliation

1.6.2 The Club as far as it relates to the sport of rugby union shall affiliate with and shall be bound by the rules and by-laws of the King Country Rugby Football Union ("Union").

1.7 Power to Borrow Money

1.7.1 The Club does not have the power to borrow money.

1.8 Other Powers

1.8.1 In addition to its statutory powers, the Club:

(a) May use its funds to pay the costs and expenses to advance or carry out its purposes, and to employ or contract with such people as may be appropriate, and

(b) May invest in any investment in which a trustee may lawfully invest.

2.0 MEMBERS

2.1 Minimum number of members

2.1.1 The Club shall maintain the minimum number of members required by the Act.

2.2 Becoming a member: Consent.

2.2.1 Every applicant for membership must consent in writing to become a member.

2.3 Becoming a member: Process.

2.3.1 An applicant for membership must complete and sign an application form (registration form), supply any information, or attend an interview, as required by the Management Committee, or a sub-committee acting on its behalf.

2.3.2 The Management Committee may accept or decline an application for membership. The Management Committee must advise the applicant of its decision (but is not required to provide reasons for that decision).

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2.4 Obligations and Rights

2.4.1 Every member shall provide the Club with that member's name and contact details (including postal address, telephone number(s), and any email address and promptly advise the Club of any changes to those details.

2.4.2 Membership does not confer on any member any right, title, or interest (legal or equitable) in the property of the Club.

2.5 Other Obligations and Rights

2.5.1 All members (including Committee members) shall promote the interests and purposes of the Club and shall do nothing to bring the Club into disrepute.

2.5.2 A member is only entitled to exercise the rights of membership (including attending and voting at General Meetings, accessing, or using the Club's premises, facilities, equipment and other property) if all subscriptions and any other fees have been paid to the Club by due date, but no Member or Life Member is liable for an obligation of the Club by reason only of being a member.

2.5.3 Any member that is a body corporate shall provide the Club Administrator with the name and contact details of the person who is the organisation's authorised representative, and that person shall be deemed to be the organisation's proxy for the purposes of voting at General Meetings.

2.5.4 The Management Committee may decide what access or use members may have of or to any promises, facilities, equipment, or other property owned, occupied or otherwise used by the Club, including any conditions of and fees for such access or use.

2.6 Subscriptions and Fees

2.6.1 The annual subscription and any other fees for membership for the then current financial year shall be set by resolution of a General Meeting (which can also decide that payment be made by periodic installations).

2.6.2 Any member failing to pay the annual subscription (including any periodic payment), any levy, or any capitation fees, within one(1) calendar month of the date the same was due for payment shall be considered as unfinancial and shall (without being released from the obligation of payment) have no membership rights and shall not be entitled to participate in any Club activity or to access or use the Club's premises, facilities, equipment and other property until all the arrears are paid. If such arrears are not paid within two (2) months after the due date for payment of the subscription, any other fees, or levy the Management Committee may terminate the Member's membership (without being required to give prior notice to that member).

2.7 Ceasing to be a member.

2.7.1 A member ceases to be a member:

(a) On death (or if a body corporate on liquidation or if partnership on dissolution of the partnership), or

(b) On termination of a member's membership following a dispute resolution process under these Rules.

2.7.2 With effect from the death of the member or the date of receipt by the Club Administrator, or any subsequent date stated in the notice of resignation, or termination of membership following a dispute resolution process under these Rules.

2.8 Obligations on Resignation

2.8.1 A Member who resigns or whose membership is terminated under these Rules:

(a) Remains liable to pay all subscriptions and other fees to the Club's next balance date,

(b) Shall cease to hold himself or herself out as a member of the Club, and

(c) Shall return to the Club all material provided to members by the Club (including any membership certificate, badges, handbooks, and manuals).

(d) Shall cease to be entitled to any of the rights of a Club member.

2.9 Becoming a Member Again

2.9.1 Any former member may apply for re-admission in the manner prescribed for new applicants and may be re-admitted only by resolution of the Management Committee.

2.9.2 However, if a former member's membership was terminated following a dispute resolution process, the applicant may be re-admitted only by a General Meeting on the recommendation of the Management Committee.

2.10 Membership Types

2.10.1 Categories of membership with rights to vote at Annual General Meeting and General Meeting.

(a) Club members – Voting Members

- Senior playing members
- Non-playing members

(b) Junior member family Voting Rights

- Family/guardian of Junior Club Members (16 years or under) shall be entitled to one vote irrespective of the number of Junior members in the family.

(d) Club Members – Non-Voting

- Junior playing members.

2.11 Members Age Limit

2.11.1 All members must be over the age of 16 to be eligible to vote at the Club's Annual General Meeting and Special General Meeting. Age as at the date of the meeting.

3.0 GENERAL MEETINGS

3.1 Annual General Meetings

3.1.1 The annual general meeting of the Club shall be held not later than 4 months after the balance date of the Club and not later than 15 months after the previous annual general meeting annually at such time and place as the Management Committee may from time to time appoint.

3.2 Annual General Meetings: Business

3.2.1 The business of an Annual General Meeting shall be to:

(a) Confirm the minutes of previous meeting(s)

(b) Adopt the annual report on Club business.

(c) Adopt the Treasurer's report on the finances of the Club, the annual financial statements, and the auditor/reviewer's report.

(d) Set any subscriptions for the current financial year.

(e) Consider any motions as published to members prior to the AGM.

(f) Consider any general business

(g) Election of Officers

3.2.2 The Committee must, at each Annual General Meeting, present the following information:

(a) An annual report on the affairs of the Club during the most recently completed accounting period.

(b) The annual financial statements for that period, and

(c) Notice of any disclosures of conflicts of interest made by Management Committee members during that period (including a summary of the matters, or types of matters, to which those disclosures relate).

3.3 Special General Meetings

3.3.1 Special General Meetings may be called at any time by the Management Committee by resolution. The Management Committee must call a Special General Meeting if the Club Administrator receives a written request signed by at least 75% of members. Any resolution or written request must state the business that the Special General Meeting is to deal with.

3.3.2 Th Rules relating to the procedure to be followed at General Meetings shall apply to a Special General Meeting, and a Special General Meeting shall only consider and deal with the business specified in the Committee's resolution or the written request by members for the meeting.

3.4 Procedure

3.4.1 The Committee shall give all members at least 14 clear days' notice of any General Meeting and of the business to be conducted at that General Meeting.

3.4.2 The General Meeting and its business will not be invalidated simply because one or more members do not receive the notice.

3.4.3 All financial members may attend, speak, and vote at General Meetings:

(a) In person, or

(b) by a signed original written proxy (an email or copy not being acceptable) in favour of some individual entitled to be present at the meeting and received by, or handed to, the Club Administrator before the commencement of the meeting, or

(c) Through the authorised representative of a body corporate as notified to the Club Administrator, and

(d) No other proxy voting shall be permitted.

3.4.4 No General Meeting may be held unless at least 15 eligible financial members attend. This will constitute a quorum.

3.4.5 If, within half an hour after the time appointed for a meeting a quorum is not present, the meeting – if convened upon request of members – shall be dissolved; in other case it shall stand adjourned meeting a quorum is not present those present in person or by proxy shall be deemed to constitute a sufficient quorum. Any decisions made when a quorum is not present are not valid.

3.4.6 All General Meetings shall be chaired by the Chairperson. If the Chairperson is absent, the Club Captain shall chair that meeting.

3.4.7 Any person chairing a General Meeting has a deliberative and in the event of a tied vote, a casting vote.

3.4.8 Any person chairing a General Meeting has a deliberative and, in the event of a tied vote, a casting vote.

3.4.8 Any person chairing a General Meeting may:

(a) With the consent of any that General Meeting adjourns the General Meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(b) Direct that any person not entitled to be present at the meeting, obstructing the business of the meeting, behaving in a disorderly manner, being abusive, or failing to abide by the directions of the chairperson be removed from the meeting, and

(c) In the absence of a quorum or in the case of emergency, adjourn the meeting or declare it closed.

3.4.9 The Management Committee may put forward motions for the Club to vote on ('Committee Motions'), which shall be notified to members with the notice of the general Meeting.

3.4.10 Any member may request that a motion be voted on ('Member's Motion') at a General Meeting, by giving notice to the Club Administrator at least 14 clear days before that meeting. The member may also provide information in support of the motion ('Member's Information').

3.5 Minutes

3.5.1 Minutes must be kept by the Club Administrator of all General Meetings.

4.0 MANAGEMENT COMMITTEE

4.1 Composition

4.1.1 The Management Committee will consist of 6 to 10 members who are:

(a) Members; and

(b) Natural persons; and

(c) Not disqualified by these Rules or the Act.

4.1.2 The Management Committee will include:

(a) Chairperson

(b) Club Administrator

(d) Treasurer

(e) Club Captain

(f) Senior Rugby Committee representative

(g) Junior Rugby Committee representative

4.1.3 It is the intention of the Club to achieve equity of representation between Senior and Junior Committees to form the Management Committee, except for the Club Captain. If this cannot be achieved from the candidates elected to the Management Committee, the Management Committee shall appoint additional members from either the Senior or Junior Committees to achieve such equity. Such appointed members will be known as 'Seconded Members' and shall be appointed until the next Annual General Meeting.

4.1.4 Seconded members shall be appointed at the first Management Committee meeting of the year, following the Annual General Meeting.

4.2 Qualifications

4.2.1 Prior to election or appointment, every Management Committee Member must consent in writing to be a Management Committee member and certify in writing that they are not disqualified from being appointed or holding office as a Management Committee member by these Rules or the Act.

4.2.2 The following persons are disqualified from being appointed or holding office as a Management Committee member:

(a) A person who us under 18 years of age.

(b) A person who is an undischarged bankrupt.

(c) A person who is prohibited from being a director or promotor of or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Financial Markets Conduct Act 2013, or the Takeovers Act 1883.

(d) A person who is disqualified from being a member of the Management Committee of a charitable entity under section 31 (4) (b) of the Charities Act 2005.

(e) A person who has been convicted of any of the following, and has been sentenced for the offence, within the last seven (7) years:

(f) An offence under subpart 6 of Part 4,

(g) A crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961),

(h) An offence under section 143B of the Tax Administration Act 1994,

(i) An offence, in a country other than New Zealand, that is substantially like an offence specified in subparagraphs (i) to (iii),

(j) A money laundering offence or an offence related to the financing of terrorism, whether in New Zealand or elsewhere.

4.2.2.1 A person subject to:

(a) An order under section 108 of the Credit Contracts and Consumer Finance Act 2003; or

(b) A forfeiture order under the Criminal Proceeds (Recovery) Act 2009; or

(c) a property order made under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of that Act.

4.3 Election or Appointment

4.3.1 The election of Management Committee members shall be conducted as follows:

(a) At least seven clear days before the date of the Annual General Meeting, the Club Administrator shall give notice to all members by posting or emailing to them such information (not exceeding one side of an A4 sheet of paper) as may be supplied to the Club Administrator by or on behalf of each nominee, in support of the nomination.

(b) Only financial members who are not disqualified from being appointed or holding office as a Management Committee Member by these Rules or the Act may stand for election and vote in elections.

(c) If there are insufficient valid nominations received under this Rule, but not otherwise, further nominations may be received from the floor at the Annual General Meeting.

(d) Votes shall be cast in such a manner as the chairperson of the Annual General Meeting shall determine.

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(e) Two members (who are not nominees) or non-members appointed by the chairperson of the Annual General Meeting shall act as scrutineers for the counting of the votes and destruction of any voting papers.

(f) The failure for any reason of any financial members to receive such notice shall not invalidate the election.

(g) In the event of any vote being tied the tie shall be resolved by the incoming Management Committee (excluding in respect of whom the votes are tied).

4.4 Term

4.4.1 The term of office for all Management Committee members shall be one (1) year, expiring at the end of the Annual General Meeting in the year corresponding with the last year of each Management Committee member's term of office.

4.4.2 No Management Committee member shall serve for more than three (3) consecutive terms.

4.4.3 No Chairperson shall serve for more than three (3) consecutive years as Chairperson.

4.5 Removal from Office

4.5.1 Where a complaint is made about the actions or inaction of a Management Committee Member (and not in the Management Committee member's capacity as a member of the Club) the following steps shall be taken:

(a) The Management Committee member who is the subject of the complaint, must be advised of all details of the complaint.

(b) The Management Committee member who is the subject of the complaint, must be given adequate time to prepare a response.

(c) The complainant and the Management Committee member who is the subject of the complaint, must be given an adequate opportunity to be heard, either in writing or at an oral hearing by the Management Committee (excluding the Management Committee member who is subject of the complaint) if it considers that an oral hearing is required.

(e) Any oral hearing shall be held by the Management Committee (excluding the Management Committee Member who is the subject of the complaint), and/or any oral or written statement or submissions shall be considered by the Management Committee (excluding the Management Committee member who is the subject of the complaint).

(f) If the complaint is upheld the Management Committee member may be removed from the Committee by a resolution of the Management Committee or of a General Meeting, in either case passed by a two-thirds majority of those present and voting.

4.6 Cessation of Committee Membership

4.6.1 A Community Member shall be deemed to have ceased to be a Management Committee Member if that person ceases to be a member.

4.6.2 Each Management Committee Member shall within 14 clear days of submitting a resignation or ceasing to hold office, deliver to the Club Administrator all books, papers and other property of the Club held by such former Management Committee Member.

4.7 Officers' Duties Mandatory

4.7.1 At all times each Management Committee Member:

(a) Shall act in good faith and in what he or she believes to be the best interests of the Club,

(b) Must exercise all powers for a proper purpose.

(c) Must not act, or agree to the Club acting, in a manner that contravenes the Statute or this Constitution,

(d) When exercising powers or performing duties as a Management Committee member, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances considering, but without limitation, the nature of the Club, the nature of the decision, and the position of the Management Committee member and the nature of the responsibilities undertaken by him or her.

(e) Must not agree to the activities of the Club being carried on in a manner likely to create a substantial risk of serious loss to the Club or to the Club's creditors, or cause or allow the activities of the Club to be carried on in a manner likely to create substantial risk of serious loss to the Club or to the Club's creditors, and

(f) Must not agree to the Club incurring an obligation unless he or she believes at the time on reasonable grounds that the Club will be able to perform the obligation when it is required to do so.

4.8 Powers

4.8.1 Subject to these Rules and any resolution of any General Meeting the Management Committee may:

(a) Exercise all the Club's powers, other than those required by the Act or by these Rules to be exercised by the Club in General Meeting, and

(b) Enter into contracts on behalf of the Club or delegate such power to a Management Committee member, sub-committee, employee, or other person.

4.8.2 The Management Committee is responsible for setting strategy, direction, and policy of the club.

4.9 Communication

4.9.1 Communication is generally via the Clubs website and facebook. Sub-Committees shall publish information and promotion of teams, players and events under their jurisdiction, with due regard for club-wide information containing finances, policies and decisions that lie with the Management Committee. The avoidance of contradictions between information published by club parties is essential for public confidence and an understanding that the club governs as one.

4.10 Sub Committees

4.10.1 The Management Committee may appoint sub-committees consisting of such persons (whether members of the Club) and for such purposes as it thinks fit. Unless otherwise resolved by the Committee:

(a) The quorum of every sub-committee is half the members of the sub-committee,

(b) A sub-committee must not commit the Club to any financial expenditure without express authority, and

(c) A sub-committee must not further delegate any of it powers.

4.10.2 Two sub-committees provide support and development for sectors of the Club.

(a) The Senior Sub-Committee (also referred to as the Marist Seniors) manages and organises the day-to-day operations of senior teams within the Club. The Club Captain and the Senior representative on the Management Committee will add additional members with interest and capability to organise and make decisions suited to the senior teams and their competitions. The committee will include a Men's player representatives. The committee will also include a women's player representative if the Club fields a women's team in the competition.

(b) The Junior Sub-Committee (also referred to as the Marist Junior Club) manages and organises the day-to-day operations of junior players, both girls and boys. The Junior Club is responsible in holding its own Annual General Meeting for the purposes of electing a committee. The Junior representative elected to the Management Committee will provide a liaison and spokesperson for the Junior Club.

4.10.3 The formation of the Marist Junior Club is a formal sub-committee structure, elected annually by their own Annual General Meeting. The Junior Club Administrator is responsible for calling the Annual General Meeting and should follow similar proceedings as set out in the Rules for the Management Committee. The Junior Club Committee shall consist of up to 10 members, being Parents/ Guardians or persons with an interest in Junior Rugby.

4.11 General Issues

4.11.1 The committee and sub-committees may act by resolution approved during a telephone conference call or through a written ballot conducted by email, electronic voting system, or post and any such resolution shall be recorded in the minutes of the next Management Committee meeting.

4.11.2 Other than as prescribed by the Act or these Rules, the Management Committee or any sub-committee may regulate its proceedings as it thinks fit.

4.11.3 Subject to the Act, these Rules and the resolutions of General Meetings, the decisions of the Management Committee on the interpretation of these Rules and all matters dealt with by it in accordance with these Rules and on matters not provided for in these Rules shall be final and binding on all members.

4.11.4 Communication: The Clubs main means of communication with its members is through the Clubs Facebook page and via email to mail distribution groups. While sub-committees may use their own Facebook and email networks to publish results, coming events, play and team achievements, the communication of policy, rulings and whole Club decisions remain with the Club Administrator.

4.12 Conflicts of Interest

4.12.1 A member of the Management Committee and/or of a sub-committee is interested in a matter if the member of the Management Committee and/or sub-committee:

(a) May obtain a financial benefit from the matter; or

(b) is the spouse, civil union partner, de factor partner, child, parent, grandparent, grandchild, or first cousin of a person who may obtain a financial benefit form the matter; or

(c) May have a financial interest in a person to whom the matter relates; or

(d) is a partner, director, member of the Management Committee and/or sub-committee, board member, or trustee of a person who may have a financial interest in a person to whom the matter relates.

4.12.2 However, a member of the Management Committee and/or sub-committee is not interested in a matter:

(a) Merely because the member of the Management Committee and/or sub-committee receives an indemnity, insurance cover, remuneration, or other benefits authorised under the Act; or

(b) if the member of the Management Committee's and/or sub-committee's interest is the same or substantially the same as the benefit or interest of all or most other members due to the membership of those members; or

(c) if the member of the Management Committee's and/or sub-committee's interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the member of the Management Committee in carrying out the member of the Management Committee and/or sub-committee's responsibilities under the Act or the Rules; or

(d) if the member of the Management Committee and/or sub-committee is a member of the committee of an employee representative union and the member of the Management Committee's and/or sub-committee's interest is merely as an employee that will benefit from the union acting in the ordinary course of promoting its members' collective employment interests.

4.12.3 A member of the Management Committee and/or Sub-committee who is interested in a matter relating to the Club must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified):

(a) To the Management Committee and/or sub-committee; and

(b) in an interest register kept by the Management Committee.

(c) Disclosure must be made as soon as practicable after the member of the Management Committee and/or sub-committee becomes aware that they are interested in the matter.

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4.12.4 A member of the Management Committee and/or sub-committee who is interested in a matter:

(a) Must not vote or take part in the decision of the Management Committee or Sub-Committee relating to the matter; and

(b) may take part in any discussion of the Management Committee and/or sub-committee relating to the matter and be present at the time of the decision of the Management Committee and/or Sub-committee (unless the Management Committee and/or sub-committee decide otherwise).

4.12.5 However, a member of the Management Committee and/or sub-committee who is prevented from voting on a matter may still be counted for the purpose of determining whether there is a quorum at any meeting at which the matter is considered.

4.12.6 Where 50% or more of Management Committee members are prevented from voting on a matter because they are interested in that matter; a Special General Meeting must be called to consider and determine the matter, unless all non-interested members agree otherwise, and where 50% or more of the members of a sub-committee are prevented from voting on a matter because they are interested in that matter, the Management Committee shall consider and determine the matter.

5.0 COMMITTEE MEETINGS

5.1 Frequency

5.1.1 The Management Committee shall meet at least monthly (but need only meet once in the December-January period) at such times and places and in such manner (including by audio and visual, or electronic communication) as it may determine and otherwise where and as convened by the Chairperson or Club Administrator.

5.2 Procedure

5.2.1 The quorum for Management Committee meetings is at least two-thirds of the number of Committee members.

6.0 RECORDS

6.1 Register of Members

6.1.1 The Club Administrator shall keep an up-to-date Register of Members, recording for each member their name, contact details, the date they became a member, and any other information required by these Rules or prescribed by Registrations under the Act.

6.2 Access to Register of Members

6.2.1 With reasonable notice and at reasonable times, the Club Administrator shall make the Register of Members available for inspection by members and Management Committee members. However, no access will be given to information on the Register of Members or any other person, other than as required by law.

6.3 Register of Interests

6.3.1 The Club Administrator shall always maintain an up-to-date register of the interests disclosed by Management Committee members.

6.4 Access to Other Information

6.4.1 A Member may at any time make a written request to the Club for information held by the Club.

6.4.2 The request must specify the information sought in sufficient detail to enable the information to be identified.

6.4.3 The Club must, 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) Agree to provide the information within a specified period if the member pays a reasonable charge to the Club (which must be specified and explained) to meet the cost of providing the information, or

(d) Refuse to provide the information, specifying the reasons for the refusal.

6.4.4 Without limiting the reasons for which the Club may refuse to provide the information, 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 financial or commercial position of any person, whether that person supplied the information to the Club, or

(d) Withholding the information is necessary to maintain legal professional privilege, or

(e) The disclosure of the information would, or would be likely to, breach an enactment, or

(f) The burden to the Club in responding to the request is substantially disproportionate to any benefit that the member (or any other person) will or may receive from the disclosure of the information, or

(g) The request for the information is frivolous or vexatious.

6.4.5 The Club requires the member to pay a charge for the information; the member may withdraw the request, and must be treated as having done so unless, within ten(10) working days after receiving notification of the charge, the member informs the Club:

(a) that the member will pay the charge; or

(b) that the member considers the charge to be to be unreasonable.

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6.4.6 Nothing in this Rule limits Information Privacy Principle 6 of the Privacy Act 1993.

7.0 FINANCES

7.1 Control and Management

7.1.1 The funds and property of the Club shall be:

(a) Controlled, invested, and disposed of by the Management Committee, subject to these Rules, and

(b) Devoted solely to the promotion of the purposes of the Club.

7.1.2 The Junior Sub-Committee shall appoint a treasurer for the purposes of collecting Junior player subscriptions and gaining Junior Club Sponsorship and donations.

7.1.3 The Junior Club Sub-Committee shall deposit funds received into a separate Junior Club bank account for the purposes of purchasing team playing strips, hosting or sending teams to tournaments, managing the week-to-week competition costs and trophies/awards.

7.1.4 The Sub-Committees are to provide an annual budget for the Management Committee to approve and work toward as Club funds are received.

7.1.4 The income and expenditure, balance sheet and copy of bank statements of the Junior and Senior Sub-Committees shall be provided to the Management Committee for their monthly meetings.

7.1.5 Funds raised through Community Grants and the Rugby Union provided funding shall reside with the Management Committee. Such revenue will be distributed to sub-committees as seen fit by the Management Committee. If funds are tagged for a particular project, then monies will be distributed for that specific purpose.

7.1.6 Requests for funding held by the Management Committee must be put to the monthly Management Committee meeting and will be distributed according to need, fairness and dependent of funds available and budgeted for from the start of the year.

7.1.7 Sub-Committees are to provide the Management Committee with a register of assets for the purposes of depreciation calculations.

7.2 Balance Date

7.2.1 The Club's financial year shall commence on first day (1st) of November of each year and end on Thirty-first (31st) October of each year (the latter date being the Club's balance date).

7.3 Auditor or Reviewer

7.3.1 The Club shall at each Annual General Meeting appoint an auditor or reviewer who shall not be a member or officer of the Club and who shall hold their position until they die or resign, or their successor is appointed whichever shall first occur but shall be eligible for re-appointment. An auditor or reviewer need not be a chartered accountant.

7.3.2 The auditor or reviewer shall audit or review the books and accounts of the Club at least once in each year immediately prior to the annual general meeting and at such other times as the Management Committee or the Club may require.

7.3.3 The auditor or reviewer shall be paid such remuneration, if any, as the Club may decide by resolution at the Annual General Meeting.

7.3.4 The Management Committee and each member thereof shall afford the auditor or reviewer access to books and papers of the Club and shall to the best of their knowledge and ability give them any information and assistance they may require.

8.0 DISPUTES RESOLUTION

8.1 Raising Disputes.

8.1.1 Any grievance by a member and any complaint by anyone, are to be lodged by the complainant with the Club Administrator in writing in writing and must provide such details as are necessary to identify the details of the grievance or complaint. All members (including the Management Committee) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the Club's activities.

8.1.2 The complainant raising a grievance or complaint, and the Management Committee, must consider and discuss whether a grievance or complain may best be resolved through informal discussions, mediation, or arbitration. Where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement.

8.2 Investigation Disputes

8.2.1 This rule concerns any grievances of relating to their rights and interests as members, and any complaints concerning the alleged conduct or discipline of members, collectively referred to as 'disputes".

8.2.2 These disputes procedures are designed to enable and facilitate the fair, prompt and efficient resolution of grievances and complaint.

8.2.3 Rather than investigate and deal with any grievance or complaint, the Management Committee may:

(a) Appoint a sub-committee to deal with the same, or

(b) Refer the same to an external arbitrator, arbitral tribunal, or external visitor (or referee), so long as minimum standards of natural justice and the following requirements under this rule are satisfied.

8.2.4 The Management Committee or any such sub-committee or person considering any grievance or complaint is referred to hereafter as the 'decision-maker'.

8.2.5 The decision-maker:

(a) Shall consider whether to investigate and deal with the grievance or complaint, and

(b) May decline to do so (for instance, if the decision-maker is satisfied that the complainant has insufficient interest in the matter or otherwise lacks standing to raise it; the matter is trivial or does not appear to disclose material misconduct or material; the matter raised appears to be without foundation or there is no apparent evidence to support it; some damage to members' interests may arise; or the conduct, incident, event or issue has already been investigated and dealt with by the Club).

8.2.6 Where the decision-maker decides to investigate and deal with a grievance, the following steps shall be taken:

(a) The complaint and the member, or the Club, which is the subject of the grievance, must be advised of all details of the grievance.

(b) The member, or the Club, which is the subject of the grievance, must be given adequate time to prepare a response.

(c) The complaint and the member, or the Club, which is the subject of the grievance, must be given an adequate opportunity to be heard, either in writing or at an oral hearing if the decision-maker considers that an oral hearing is required.

(d) Any oral hearing shall be held by the decision-maker, and/or any written statement or submissions shall be considered by the decision-maker.

8.2.7 Where the decision-maker decides to investigate and deal with a complaint, the following steps shall be taken:

(a) The complaint and the member complained against must be advised of all allegations concerning the member, and all details of the complaint.

(b) The member complaining must be given adequate time to prepare a response.

(c) The member complaining must be given an adequate opportunity to be heard, either in writing or at an oral hearing if the decision-maker considers that an oral hearing is required.

(d) Any oral hearing shall be held by the decision-maker, and/or any written statement or submissions shall be considered by the decision-maker.

8.2.8 A member may not decide on or participate as a decision-maker regarding a grievance or complaint; if two or more Management Committee members, or the decision-maker, consider that there are reasonable grounds to infer that the person may not approach the grievance or complaint impartially, or without a predetermined view. Such a decision must consider the context of the Club and the case and may include consideration of facts known by the other members about the decision-maker, so long as the decision is reasonably based on evidence that proves or disproves in inference that the decision-maker might not act impartially.

8.3 Resolving Disputes

8.3.1 The decision-maker may:

(a) Dismiss a grievance or complaint, or

(b) Dismiss a grievance and make such directions as the decision-maker thinks appropriate (with which the Club and members shall comply).

(c) Uphold a complaint and:

(d) Reprimand or admonish the member, and/or suspend the member from membership for a specified period, or terminate the member's membership, and/or

(e) Order the complainant (if a member) or the member complained against, to meet any of the Club's reasonable costs in dealing with a complaint.

9.0 CLUB COLOURS

9.1.1 The Club uniform shall be blue, green, and white jerseys, blue or green shorts and blue green and white socks or such other uniform as shall be determined by the Management Committee with the approval of the Union.

9.1.2 A change of playing strip may be made with the recommendation of the Management Committee and the approval of 75% of the membership at an Annual General Meeting or Special General Meeting.

10.0 WINDING UP

10.1 Process

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

10.1.2 The Club Administrator 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 of the General Meeting at which any such proposal is to consider, of the reasons for the proposal, and of any recommendations from the Management Committee in respect to such notice of motion.

10.1.3 Any resolution to wind up the Club or remove it from the Register of Incorporated Societies must be passed by a two-thirds majority of all Members present and voting.

10.2 Surplus Assets

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

10.2.2 On the winding up or liquidation or removal from the Register of Incorporated Societies of the Club, its surplus assets after paying of all debts, cost and liabilities shall be vested in Charity to be decided by current committee members.

10.2.3 However, on winding up by resolution under this rule, the Club may approve a different distribution to a different entity from that specified above, so long as the Club complies with these Rules in all other respects.

11.0 ALTERATIONS TO THE RULES

11.1 Amending the Rules.

11.1.1 The Club may amend or replace these rules at a General Meeting by a resolution passed by two-thirds of the majority of those Members present and voting.

11.1.2 Any proposed motion to amend or replace these Rules shall be signed by at least 75% of eligible Members and given in writing to the Club Administrator at least 14 clear days before the General Meeting at which the motion is to be considered and accompanied by a written explanation of the reasons for the proposal.

11.1.3 When an amendment is approved by a General Meeting it shall be notified to the Registrar of Incorporated Societies in the form and manner specified in the Act for registration and shall take effect from the date of registration.

12.0 COMMON SEAL

12.1.1 The common seal of the Club must be kept in the custody of the Club Administrator.

12.1.2 The common seal may be affixed to any document:

(a) By resolution of the Management Committee and must be countersigned by two Management Committee members or by one Management Committee member and the Club Administrator.

(b) by such other means as the Management Committee may resolve from time to time.

13.0 CONTACT PERSON

13.1.1 The Club's Contact Officer must be:

(a) At least 18 years of age, and

(b) A Management Committee Member, and

(c) At all times be resident in New Zealand, and

(d) Not disqualified under the Statute from holding that office and shall be the Chairperson.

13.1.2 Any change in that Contact Officer or that person's name or contact details shall be advise to the Registrar of Incorporated Societies within 25 clear days of that change occurring, or the Club becoming aware of the change.

J W Knowles.
Chairperson
20 February 2024