



Constitution and Rules of the Beachlands Chartered Club (Incorporated)

Updated July 2019

1. Name

The name of the club shall be the Beachlands Chartered Club (Incorporated), hereinafter referred to as “the Club”

2. Registered Office

The registered office of the Club shall be at Cnr Wakelin Road and Third View Avenue, Beachlands, Auckland 2018, or such other place as the Committee shall from time to time appoint.

3. Objects

- a. The objects for which the Club is established are:
 - i. To conduct, administer and maintain a Chartered 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.
 - ii. 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.

4. Membership

- a. General.
 - i. Membership of the Club shall consist of Full Membership, and Restricted Membership.
 1. Full Membership shall consist of Full Members and Life Members. (See Rule 8).
 2. Restricted Membership shall consist of Temporary Members, Sports/Group/Corporate Associate Members, and Student Members. (Restricted Members)
 - ii. All Full and Restricted Members shall be persons of the age of eighteen years or such lower age as may be authorised by the Sale and Supply of Liquor Act 2012 and its amendments or any Act or Acts passed in substitution thereof.

- iii. Temporary Members shall be visitors to, or non-residents of, the Manukau District whose length of stay may be less than six (6) months. Normally, temporary membership is not available more than once in any twelve month period.
 - iv. Sports/Group/Corporate Associate Members shall consist of any group or association of persons assembled for the purpose of a common goal who have the approval of the Committee to utilise the facilities of the Club as that group. These members may only enter the Club as part of a group partaking in a group activity. Membership does not confer individual visiting rights.
 - v. Student Members will be those who are over 18 years of age and enrolled in fulltime tertiary education and have verification of such enrolment. Student Membership will not be renewable and must be applied for in each year of study.
- b. Rights and Privileges of Members
- i. Full Membership
 - 1. Full Members and Life Members shall be entitled to but not limited to the following rights and privileges:
 - 2. Entry to the Club premises during such hours as may be defined by the Committee (see Rule 26)
 - 3. The right to hold office in accordance with the Rules of the Club.
 - 4. An equal voice in all business of the Club
 - 5. Any other rights and privileges that may be decided by the Committee
 - ii. Restricted Members:
 - 1. Shall be entitled to entry to the Club premises during such hours as may be defined by the Committee (see Rule 26)
 - 2. May not hold office in the Club
 - 3. Have no voice in the business of the Club
 - 4. Are not eligible to benefits, admission or other privileges that are restricted to Full, Junior or Life Membership as determined by the Committee.
 - 5. Are not affiliated to or a party of any agreements or associate arrangements held by the Club with any other organisations or clubs.
 - 6. Must agree to abide by the Rules of the Club
 - 7. Must carry evidence of membership as issued and produce the same on demand to any person authorised to request such evidence by the Committee or Act of Law, namely the Manager or his appointed representative
 - 8. Are not entitled to any reciprocal visiting rights

9. May sign in one other guest over the age of (18) eighteen years. This guest must register in the Visitors Log

10. May be subject to other restriction at the discretion of the Committee.

5. Admission to Membership

a. Full Membership

- i. Each candidate for Full Membership shall be nominated in writing by one full financial member of the Club on the form provided for the purpose. The nomination form shall include the forenames, surname, age, residential address and occupation of the candidate and an undertaking that he or she 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 Committee. The names of candidates shall be posted on the Club's noticeboard for seven (7) clear days prior to election.
- ii. A candidate for membership in respect of whom no objection is received during the period of posting shall be elected as of right.
- iii. Any objection lodged during the period of posting shall be considered by the Committee. Election shall be by ballot at the first Committee meeting held after the expiration of the said seven (7) days.

b. Restricted Membership

- i. Each candidate for admission as a Restricted Member shall complete the appropriate form of application and pay the appropriate sum as determined by the Committee. Admission will be at the discretion of the Manager/President or their appointed representatives.

6. Termination of Membership

a. Full Membership

- i. By Resignation. Members may resign their membership by letter addressed to the Secretary of the Club to that effect and by paying all subscriptions owing at the date of such letter of resignation.
- ii. By Expulsion. Members who misconduct themselves or commit offences under these Rules or others so determined by the committee and bring the club into disrepute render themselves liable to expulsion on the majority decision of the Committee. Members have the right to appear at and be heard at any meeting considering a complaint against them. The committee shall form a disciplinary committee comprising of at least three (3) Committee Members. The disciplinary committee shall meet as soon as possible after a complaint has been lodged. All records will be held on the club premises.
- iii. Upon a requisition signed by not less than 25 financial members of the Club any member expelled shall have the right of appeal to an extraordinary General Meeting of members to be held within six weeks following the date of receipt of such requisition by the Secretary. Pending such extraordinary General Meeting the expelled member shall be excluded from the use of the facilities of the Club.

b. **Restricted Membership**

- i. In accordance with Club Rules and By-Laws and under direction of the Sale of Liquor Act or any other Act of Law, the Committee, the Manager or his representative may revoke the membership of any Restricted Member at any time, refuse service and take any other action necessary for the protection of the Club, its property, members, and their guests, without any refund of any monies paid.

7. Subscriptions

- a. All subscriptions shall be paid in advance. Subscriptions shall be such amounts as may be determined by the Committee from time to time. Subscriptions for Full Membership shall cover the period from **1 July in one year to 30 June** in the next year.

8. Life Members

- a. The Club in Annual General Meeting, upon recommendation by the Committee, may grant life membership to any member for meritorious service rendered to or on behalf of the Club.
- b. Notice of intention to recommend shall be posted on the Club's noticeboard for fourteen (14) clear days prior to the Annual General Meeting. The number of Life Members shall not at any time exceed two (2) percent of the total full membership of the Club

9. Arrears

- a. Any member whose subscription or dues are in arrears for two months shall be struck off the register of members. A member incapacitated through illness, accident or distress or being out of the country may, on notice in writing given to the Secretary, have his/her subscription suspended or remitted.

10. Committee of Management

- a. The general business, management and control of the Club, shall be conducted by a Committee comprising:
- i. The President
 - ii. The Vice-President
 - iii. Five (5) Committee Members
 - iv. .A Total of seven (7) Executive Committee members.
- b. The Committee shall be elected in the following manner:
- i. Nominations for the Committee shall be made in writing on a form provided for the purpose and shall be deposited with the Secretary at least fourteen (14) clear days prior to the Annual General Meeting. The nominee and his (or her) proposer and seconder shall, at the date of nomination, be full financial members of the Club. If any is not, then the nomination shall be void.

- ii. The election shall be by secret ballot during the Annual General Meeting. The Secretary shall display in the Club premises a list showing the number of votes cast for each candidate.
- iii. Any extraordinary vacancy on the committee shall be filled by offering the position to unsuccessful candidates for the committee (if any) starting with the highest polling unsuccessful candidate and the next highest polling unsuccessful candidate and so on. In the event of none of the unsuccessful candidates accepting the extraordinary vacancy, then the committee has the power to co-opt a full member to the Committee with the majority of the committee agreeing with the nomination.
- iv. Employees of the Club shall not be eligible for nomination for the position of Committee member.
- v. Any member elected or appointed after the date of the annual election shall hold office only until the next annual election.
- vi. The President shall be elected for a term of up to 3 years; Vice-President, and Committee shall be elected for up to 2 years. Vice-President and Committee members must stand down on rotation after 2 years, however they may seek re-election.
- vii. Every candidate for the office of President, Vice-President, Treasurer or Committee member must have been a full member of the Club for at least one year prior to nomination for office, and every candidate for the office of President must have served one full year on the committee of the Club at some time.
- viii. A member of the Committee shall ipso facto vacate their office if they:
 - 1. Are absent from three (3) consecutive meetings with no notice of apology for the three consecutive meetings.
 - 2. By notice in writing to the Committee resigns their office.
 - 3. By notice in writing from the Committee are called upon to resign for any reason which the Committee deems expedient and they do not resign.

11. President and Vice-President

- a. The President shall preside at all meetings of the Club and the Committee. In his/her absence the Vice-President shall preside, and failing both, the meeting shall elect a Chairman. The Chairman shall have a deliberative and casting vote.
- b. The President and Vice-President shall be ex-officio members of all sub Committees. The President and Vice-President shall have the right of entry upon the Club premises or buildings at any time.
- c. The President, Vice-President, Chairman of any meeting of the Club or of the Committee shall have the power to peremptorily suspend a member from the privileges of the Club who shall, after having been duly warned, persist in the creating of a disturbance at any meeting.

12. Treasurer

- a. The committee shall appoint a treasurer to oversee the finances of the club and report at each monthly meeting on the financial status of the club.
- b. The manager or a designated person shall become the treasurer if so deemed by the committee.
- c. The treasurer/manager or a designated person shall pay into the bank for credit of the club; all monies received and provide a detailed report of the previous month's accounts.
- d. The treasurer/manager or a designated person shall pay into the bank all monies received from Adjuncts.

13. Auditor

- a. An Auditor, who shall be a member of the New Zealand Society of Accountants, shall be appointed by the members annually. He shall not hold any other office in the Club. He shall have the right to attend any meeting of the Club at which the Club's financial affairs are under discussion. The audit fees shall be determined by the Committee.

14. Manager

- a. The committee shall appoint a Manager who shall be responsible for the day to day operations of the club and any other such duties as are appropriate to his/her office. This will be determined by a position description and employment agreement.
- b. The manager shall perform the duties of a secretary as determined by the committee.
- c. The Managers salary and remuneration may be determined by the committee.
- d. The Manager shall report to the President or in his/her absence the Vice President all matters pertaining to his/her employment.

15. Secretary

- a. The committee shall appoint a committee secretary whose duties is to take minutes of all committee and general meetings. The committee may employ professional services if it is so determined.

16. Annual General Meeting

- a. The Annual General Meeting of the Club shall be held during the Month of September each year at such time and place as shall be fixed by the Committee. At least fourteen (14) days' notice of such Annual General Meeting stating the nature of business to be brought before the meeting shall be given by notice posted on the Club noticeboard and shall be published at least once in a public newspaper circulating in the district.

17. Extraordinary General Meeting

- a. The Committee may whenever it thinks fit or shall upon a requisition in writing by ten (10) Full financial members, convene an Extraordinary General Meeting. Any such requisition shall specify the objects of the meetings requisitioned and shall be signed by the members making same and shall be deposited with the Secretary. The meeting must be convened for the purpose specified in the requisition and if convened otherwise than by the Committee, for this purpose only.

Seven (7) clear days' notice specifying the place, the day and the hour of such Extraordinary General Meeting and the purpose for which it is held, shall be given either by an advertisement in a public newspaper circulating in the district or by notice sent by post or personally served on each member.

18. Committee meetings

- a. The Committee shall meet regularly and at least once in each calendar month at a time and place determined by the Committee.

19. Conduct of General Meeting

- a. At the Annual General Meeting the first business shall be the discussion and adoption of the Annual Report and Balance Sheet. The adoption of the Report and Balance Sheet having been moved and seconded, any member may ask any question relative to the Report or Balance Sheet.
- b. Any full financial member intending to move a resolution bearing upon the management of the Club during the past financial year or regarding any other matter must give notice of his/her motion by handing same to the President Fourteen (14) days before the meeting and such notice of motion shall be included with the notice of the meeting.
- c. The usual rules of debate shall be followed, each member speaking once 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/her proposition and ten (10) minutes for reply or vice versa. Any other speaker will be allowed five (5) minutes.
- d. The Chairman shall decide whether any amendment proposed is a substantial amendment or not.
- e. Any General Meeting may be adjourned to any time not exceeding fourteen (14) days thereafter. In the event of there being no quorum within half an hour after the time fixed for a General Meeting, the meeting shall stand adjourned for not more than fourteen (14) days, the new date to be fixed by the Committee who shall give at least three (3) days' notice of the meeting by advertisement and notice on the noticeboard. In the event of there being no quorum, the meeting shall lapse.

20. Voting

- a. At any General Meeting and Extraordinary General Meeting of Full financial members, every Full financial member shall be entitled to be present and, to give one vote and no more upon every question, provided, however that in the case of equality of votes, the Chairman of the meeting shall have a second or casting vote. Voting shall be on the voices in the first instance, provided however that the Chairman on his/her own volition may, and on the application of three members, shall call for a show of hands.

21. Quorum

- a. The quorum for:
 - i. A meeting of the Committee shall be not less than five (5) of its members.
 - ii. A General Meeting of the Club shall be twenty five (25) Full members

22. Accounts

- a. The Committee shall cause to be kept true accounts:
 - i. Of all sums of money received and expended by the Club and the matters in respect of such receipt and expenditure takes place.
 - ii. Of all assets, credits, and liabilities of the Club including any charges and securities of any description affecting any property of the Club.
 - iii. The financial year of the Club shall begin on the 1st day of July in each year and shall expire on 30th day of June in each year.
 - iv. The books of account shall be kept at the office of the Club or other such place as the Committee may determine and shall be open to the inspection of active members at reasonable times. All moneys received shall be forthwith paid into a bank approved by the Committee after being entered in the books of the Club as having been received.
 - v. All payments shall be reported to the Committee for confirmation at the meeting next following pay-out, and payment of all moneys on behalf of the Club shall be made by cheque or Direct Credit signed by either the Manager or President or such authorised person.
 - vi. At every Annual General Meeting of the Club the Committee shall present a statement of the income and expenditure and a balance sheet containing a summary of the assets and liabilities of the Club made up to the yearly date. Every such statement shall be accompanied by a report from the Committee as to the state of the Club.
 - vii. The Club shall make returns required by section 23 of the Incorporated Societies Act, 1908 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.

23. Seal

- a. The Club shall have a Common Seal which shall be kept in the custody and control of the Secretary for the time being or the Club's solicitor and the documents to be executed by the Club of whatsoever nature shall be available to every member of the Club and shall be executed with the following attestation clause pursuant to a resolution of the committee.

"The Common Seal of the Beachlands Chartered Club (Incorporated) was hereunto affixed by the Secretary in the presence of two members of the Committee."

24. General Powers

- a. The Club shall have power
 - i. To take on lease, hire or otherwise acquire any real or personal property or rights or privileges, which the Club may think necessary or convenient for the purpose of furthering the objects of the Club.
 - ii. To invest any moneys not required for immediate use in such Government or Local Body Securities or in Bank deposits as may be deemed advisable with power from time to time to vary investments for others of a like nature, and 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.
 - iii. To do all such things as in the opinion of the Club may be incidental to the attainment of any of the foregoing objects or the exercise of any of the foregoing powers.

25. Borrowing Money

- a. The Club shall have power to borrow or raise or give security for money by the use of or upon bonds, 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 Club shall think fit.
- b. The Club Executive may borrow up to a limit of \$75,000 for any new Capital Expense. Any amount exceeding this would require Special General Meeting approval, supported by a minimum of twenty five (25) financial members, for that specified Capital Expense only.

26. Club Hours

- a. Shall be at the discretion of the committee.

27. Visitors

- b. Any member (unless otherwise restricted) may invite any person as an Authorised Customer (hereinafter referred to as a guest). All guests shall sign the document provided by the Committee and enter their name and address therein

on each such occasion. The member inviting and accompanying a guest shall also sign the document and will be at all times responsible for the conduct of the guest. No such guests shall be sold or supplied liquor on the Club premises unless the guest is present on the invitation of a member and is in the company of that member and the liquor is supplied for consumption on the premises.

- c. No person, be they a member of an affiliated Club (Authorised Visitor) or otherwise, shall become a regular or frequent visitor or guest of the club.
- d. Members of affiliated Clubs (Authorised Visitor) may be sold or supplied liquor on the Club premises provided they have, on admission to the premises, produced sufficient evidence to an officer of the Club or member of its staff that they are members of an affiliated Club. Visitors from affiliated clubs shall sign the document provided by the Committee for the purposes, and shall enter their names and the name of their own Club therein and agree to abide by the rules of the club. Authorised Visitors may sign in Authorised Customers in accordance with section 60 (1) (b) of the Sale and Supply of Alcohol Act 2012.

28. Offences

- a. Any member who has been convicted of any criminal offence after election to the Club shall immediately be liable for suspension or expulsion from the Club by resolution of the Committee but can be re-elected after a period of 12 months from the date of their expulsion, provided that five (5) members of the Committee then in office vote in favour of such re-election.
- b. Any member against whom a prohibition order is made shall ipso facto cease to be a member and cannot be re-elected until after a lapse of two (2) years from the date of expiry or cancellation of the order. (life ban)
- c. When it shall come to the knowledge of the Manager that a member has been convicted of a criminal offence or that a prohibition order has been made against a member it shall be the duty of the manager to report the fact to the committee at or before their next meeting.

29. Claims to Club Property

- a. No expelled or retiring or forfeiting member shall have any claim upon the Committee or the Club either collectively or individually or to any property of the Club.

30. Disputes

- a. Every dispute between a member or persons claiming through a member under these rules, and the Club or an officer of the Club shall be decided by the Committee and the decision shall be binding and conclusive on all parties without appeal.

31. By-Laws

- a. The Committee shall have power to make Regulations and By-Laws dealing with all matters within the jurisdiction of the Club and not provided for in these rules.

- b. Such Regulations or By-Laws shall not be inconsistent or repugnant to the provisions of the Incorporated Societies Act, 1908 and its amendments or of these Rules.

32. Interpretation

- a. In the interpretation of these Rules, the decision of the Committee shall be final and binding.

33. Revision of Rules

- a. These Rules may be revised or amended by a resolution passed by a majority of the full members for the time being entitled to be present and to vote at any General Meeting of which notice specifying the intention to propose the resolution has been duly given according to the Rules, provided however Rule 34 may not be amended without the approval of the Inland Revenue Department.

34. Dissolution

- a. The Club may be voluntarily dissolved as provided by Section 24 of the Incorporated Societies Act, 1908 and its amendments, and all monies or assets left after due settlement of all just debts and the affairs of the Club shall be handed over to some charitable institution to be determined upon at the Committee Meeting. In no case shall any surplus assets be paid to or distributed amongst the members of the Club.

35. General

- a. All matters provided for in these Rules shall at all times, be dealt with in accordance with the following "guiding principles".
- b. That it be accepted that the Club is established primarily for the benefit and convenience of its members.
 - i. That the admission of non-members should at all times be subordinated to the comfort, well-being and satisfaction of the Club's members.
 - ii. That the admission of visitors should always be regarded as a privilege of the members, granted to enable them to dispense periodic hospitality to their casual guests and not as a means of augmenting the revenue of the Club.
 - iii. That at all times the provision of the Club's charter as laid down by the Liquor Licensing Authority is to be maintained and upheld.
 - iv. That the word "financial" whereas it relates to membership, means that any membership fees have been paid and receipted for the current membership year so as determined by the committee.

36. ADJUNCTS

- i. An Adjunct may be formed within the Club for sporting or special interest groups, subject to approval from the Committee, such adjuncts are bound by the Rules and by-laws of the Club at all times
- ii. Any assets of the Adjunct are the assets of the Club. All monies received for Adjuncts shall be paid into the Adjunct's bank account referred to in clause 12 (d).
- iii. All accounting, taxation, financial reporting and legal compliance responsibilities of the Adjunct shall rest with the club.
- iv. Adjuncts shall use the Club's accounting services in the following manner:
 - a) Adjuncts must bank through the club's main bank account. The club must account for GST on all adjunct transactions.
 - b) Adjuncts will be allocated their own unique ledger number within the 'liabilities' section of the clubs accounting system e.g. Liability Base Code "Adjuncts" 800, Indoor Bowls 800-01, 8-Ball 800-02 etc.
 - c) All deposits are to be issued receipts by the club staff, all requisitions for withdrawals (cash and/or cheque payments) are to be made on a prescribed form signed by the Adjunct Treasurer and one other adjunct official.
 - d) All transactions, which are subject to GST, shall be debited or credited to the appropriate ledger account and a document showing transactions and total of funds held provided to each adjunct at the end of each month, or upon request.
 - e) The total of all funds held on behalf of all adjuncts shall be shown as a Current Liability in the Club's Financial Statements.
 - f) If an Adjunct should cease trading, then the funds held by that adjunct shall be transferred into the Club's main bank account. No individual may personally benefit from adjunct monies at any time.
- v. The Committee of the Adjunct 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.
- vi. Members of an Adjunct involved in any activity of or related to the Adjunct shall indemnify the Club and its representatives from any problem, direct or indirect loss or damage, claim or proceedings (including in negligence) caused or contributed to by that activity.
- vii. Office holders of adjuncts are not Committee members or club officials by virtue of holding such office.
- viii. The Committee after consultation with the Adjunct office bearers may disband the adjunct at their discretion.