

2025 Constitution & Rules



Club Beachlands

Beachlands Chartered Club Inc

Est 1948

BEACHLANDS CHARTERED CLUB INC
CONSTITUTION AND RULES - DOCUMENT – 10 JUNE 2025

TABLE OF CONTENTS

1. NAME
2. DEFINITIONS AND INTERPRETATION
3. REGISTERED OFFICE
4. PURPOSE + MISSION STATEMENT
5. POWERS
6. MEMBERSHIP
7. REGISTER OF MEMBERS
8. SUBSCRIPTIONS
9. RESIGNATION AND CESSION OF MEMBERSHIP
10. DISPUTES AND APPEALS
11. IMMEDIATE SUSPENSION
12. COMMITTEE
13. PRESIDENT AND VICE PRESIDENT
14. ACCOUNTANT
15. TREASURER
16. MANAGER
17. ANNUAL GENERAL MEETING
18. SPECIAL GENERAL MEETING
19. CONDUCT OF GENERAL MEETINGS
20. COMMITTEE MEETINGS
21. ACCOUNTS
22. SEAL
23. ACCESS TO INFORMATION
24. SUB SECTIONS
25. PROPERTY
26. VISITORS – AUTHORISED CUSTOMERS, AUTHORISED VISITORS AND GUESTS
27. ALTERATIONS OF CONSTITUTION RULES
28. BY-LAWS AND STANDING ORDERS
29. WINDING UP AND/OR LIQUIDATION

1. NAME

1.1. The name of the club shall be Beachlands Chartered Club Incorporated.

2. DEFINITIONS AND INTERPRETATION

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

"Act" means Incorporated Societies Act 2022

"Affiliated Club" means a club which is a member of Clubs New Zealand Incorporated or some other club or association through whom the Beachlands Chartered Club Inc an arrangement for reciprocal visiting rights for members, irrespective of whether the other club has an alcohol license or a permanent charter or not.

"Annual Subscription" is the amount payable annually by members in accordance with Rule 8

"Accountant" means the Clubs Accountant pursuant to Rule 14

"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.

"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.

"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of formation of the Club or at a later date, that do not form part of the Constitution and may be added or changed or rescinded by a majority vote at a Committee meeting, without reference to the Registrar of Incorporated Societies.

"Chairman" means the person who is chairman of a meeting pursuant to Rule 20.2

"Close Relation" means a current or former spouse or partner, parent, child, sibling, any person who regularly resides greater than 50% of the time in the household, or any person who within the prior 6 months regularly resided in the household.

"Club" means Beachlands Chartered Club Incorporated

"Committee" means the Club's governing body as set out in Rule 12

"Committee Meeting" means a meeting of the Committee.

"Committee Member" means one of the people comprising the Committee set out in Rule 12.1 and elected pursuant to Rule 12.4

"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 as approved by the AGM or Special General Meeting.

"Financial Member" means an Ordinary, Senior, Social, or Life Member with no outstanding subscription or other payment to the Club overdue.

"Financial Statements" means the Club's balance sheet and statement of accounts made up to the last day of the financial year.

"General Meeting" means an Annual General Meeting or Special General Meeting of the Club.

"In Committee" means that the debate is confidential to those attending the meeting concerned and "Into Committee" has a corresponding meaning.

"Junior Member" means any Member under the age of 18, who is entitled to compete in sports events on behalf of the club pursuant to Rule 6.4(a) to 6.4(g)

"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.

"Life Member" means a person elected to life membership of the Club pursuant to Rule 6.7

"Manager" means the person appointed pursuant to Rule 16

"Meeting" means a General Meeting or a Committee Meeting.

"Member" means any Ordinary, Senior, Social or Life Member of the Club as set out in Rule 6

"Month" means calendar month.

"Officer" means a natural person who is a member of the committee of the club.

"Ordinary Member" means a person elected to ordinary membership of the Club pursuant to Rule 6.4

"Person" includes an individual, partnership, firm, company, body corporate, association, organisation or any other entity or organisation whether incorporated or not.

"Post" includes displaying information electronically and in prominent areas within the Club, including but not exclusively the Club Notice Board.

"President" means the Club's president elected pursuant to Rule 12.4

"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.

"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.

"Senior Member" means a person elected to senior membership of the Club pursuant to Rule 6.5

"Social Member" means a person elected to social membership of the Club pursuant to Rule 6.6

"Sponsor" a person who takes responsibility for the nominated Social Member, ensuring that they abide by the club rules. A Sponsor may be required to attend any disciplinary meeting should their nominated Social Member be called upon for disciplinary action.

"Sub Section" means an adjunct or section of the club formed for sporting and special interest groups within the club.

"Vice-President" means the Club's vice-president elected pursuant to Rule 12.4

"Year" means the Club's financial year of 1st July to 30th June

3. REGISTERED OFFICE

- 3.1. The registered office of the club shall be at Cnr Wakelin Road and Third View Avenue, Beachlands Auckland 2018 or such other places as the committee shall from time to time decide.

4. PURPOSE + MISSION STATEMENT

Mission Statement

At the Beachlands Chartered Club, our mission is to foster a vibrant and inclusive community, providing a welcoming club for social connection, entertainment, and shared experiences. Committed to enriching the lives of our members, we strive to create a diverse and engaging environment that promotes friendship and comradery.

We are dedicated to delivering exceptional recreation, culture and entertainment offerings, tailored to the diverse interests of our members. With a focus on integrity and transparency, and community involvement, we aim to be a positive force in the Beachlands area.

- 4.1. The purposes for which the club is established include:

- a) To conduct, administer and maintain a club for its members, the community and for such persons as are authorised from time to time, and
- b) To provide amenities, and

- c) To promote sports, social and cultural activities, and
- d) Generally, to provide an atmosphere where members may meet and enjoy companionship and camaraderie with one another.

5. POWERS

- 5.1. The club has the power to include the following in the pursuance of its purposes, subject to any limitations 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 a manner as the club shall think fit, with or without security. All amounts require Special General Meeting approval, supported by a minimum of twenty-five (25) financial members.
 - c) To purchase, sell, lease, exchange, maintain, improve, hire, dispose of, manage, invest, manage mortgages, charge, gift or otherwise deal with any real or personal property. Lending of any amounts will require Special General Meeting approval.
 - 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 subsections.
 - 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 Incorporated Societies Act 2022, any other current and relevant legislation and follow the principles of Natural Justice.
 - 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.
 - n) To keep an up-to-date register of members.

- o) Develop policies to cover all unforeseen and possible matters in order to operate its business.

5.2. Regardless of any other provision in this constitution, the club must not do anything:

- a) other than to further the Purpose; or
- b) for the personal or individual financial gain of any member (except as provided for in Rule 5.3).

5.3. The Club may provide financial benefits to a member or officer, or any associated person but only on arm's length terms and any payments made in respect of such transactions must be limited to:

- a) a fair and reasonable reward for services performed;
- b) reimbursement of expenses properly incurred;
- c) usual professional, business or trade charges; and/or
- d) interest at no more than current commercial rates.

5.4. The Committee shall have the power to exercise on behalf of the club all of the powers referred to in Rule 5.1

6. MEMBERSHIP

6.1. The club shall maintain the minimum number of members required by the Act

6.2. On Acceptance as a member (all classes), the members acknowledge their acceptance of all Club policies, By- laws and Constitution.

6.3. **Classes of Membership:** The members of the club shall be divided into the following classes:

- a) Ordinary;
- b) Senior;
- c) Social;
- d) Life;
- e) Junior:

6.4. **Ordinary Membership:** Individuals of at least the legal purchasing age may apply to become Ordinary Members of the club in accordance with the following rules:

- a) Each applicant for Ordinary Membership shall complete the applicable application form.

- b) Each applicant shall deposit, on application, an annual subscription fee, as determined by the committee, as per Rule 8 of this constitution.
- c) The name of candidates shall be posted on the club's noticeboard for fourteen (14) clear days after application.
- d) Any objection to a candidate which is lodged by a member in writing to the Manager during the period of posting in Rule 6.4(c) shall be considered by the committee.
- e) The election shall be by ballot (either by voice or show of hands) at the first committee meeting held after the expiration of the fourteen (14) days' Notice required by Rule 6.4(c)
- f) In the event that the application is not approved by the committee at its sole discretion, the candidate shall be informed in writing of the decision. The subscription fee will be refunded in full.
- g) 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, by-laws and policies.
- h) Subject to the foregoing Ordinary Members shall be entitled to;
 - i. Enjoy the facilities of the club during times that the club is open.
 - ii. Enter any club with whom reciprocal visiting arrangements are in place, provided it is in accordance with that club's rules; and
 - iii. Hold office in accordance with this constitution and have an equal voice in all businesses of the club.
 - iv. Entitled to enter club membership draws, and qualify for member discounts.

- 6.5. **Senior Membership:** Individuals of at Sixty-Five (65) may apply to become Senior Member of the club in accordance with the same rules as an Ordinary Member:
- 6.6. **Social Membership:** Sponsored individuals may apply for membership of at least the legal purchasing age, in accordance with the same rules 6.4(a) to 6.4(g) as an Ordinary Member by completing the appropriate form.
 - a. Sponsors:
 - i. Firstly - Sponsors shall be an Ordinary, Senior or Life member being the legally married spouse or defacto partner, parent, child or sibling.
 - ii. Secondly – A Sponsor may be a member of the committee or Club manager.
 - b. Social members must agree to abide by the Rules of the Club and must carry evidence of current membership.
 - c. Not permitted to nominate other people for membership and are not permitted any voting rights and cannot join the executive committee, or any sub committees formed.

- d. Not eligible to enter the Club Membership draw or enter Jack-potting raffle draws, and not eligible to member discounts that are restricted to Ordinary, Senior or Life Members.
- e. An annual social membership shall be granted for a maximum of two (2) years and is only valid while the sponsor is a financial member.
- f. Does not hold any reciprocal rights to other affiliated clubs.
- g. Shall be entitled to enjoy the facilities of the club during times that the club is open.
- h. May have the right to host one (1) visitor to the Club under the same rules as Ordinary members.

6.7. **Life Membership:** Life Membership may be granted to any member for meritorious service rendered to or on behalf of the club, in accordance with the following:

- a) The Committee may elect to recommend a member for Life Membership.
- b) A Financial Member may propose, and another Financial Member may second a member for Life Membership in writing, and that nomination shall be forwarded to the committee, no later than one calendar month before the Clubs Annual General Meeting.
- c) No nomination for Life Membership shall be put to the Annual General Meeting unless it has the majority support of the committee.
- d) The committee shall post notice of its intention to recommend a Life Member on the club's noticeboard for fourteen (14) clear days prior to the Annual General Meeting in any year.
- e) The club may elect a member recommended by the Committee to Life Membership, by simple majority at the Annual General Meeting.
- f) Life Members are eligible to vote, hold office and enjoy all the rights and privileges of ordinary membership.
- g) Life Members shall not be charged an annual subscription but shall be deemed to be Financial Members.
- h) The number of Life Members shall not exceed 2% of the total membership of the club.

6.8. **Junior Membership:** Sponsored individuals may apply for membership if they are under the age of legal purchasing, in accordance with the same rules 6.4(a) to 6.4(g) as an Ordinary Member by completing the appropriate form.

- a. Sponsors shall be an Ordinary, Senior or Life member being the legally parent or guardian.
- b. Junior members must agree to abide by the Rules of the Club and must carry evidence of current membership.
- c. Not permitted to nominate other people for membership and are not permitted any voting rights and cannot join the executive committee, or any sub committees formed.

- d. Not eligible to enter the Club Membership draw or enter Jack-potting raffle draws, and not eligible to member discounts that are restricted to Ordinary, Senior or Life Members.
- e. An annual Junior membership shall be granted until that member turns of legal purchasing age and is only valid while the sponsor is a financial member.
- f. Does not hold any reciprocal rights to other affiliated clubs.
- g. Shall be entitled to enjoy the facilities of the club during times that the club is open, whilst being accompanied by their parents or legal guardian.

6.9. The Committee reserve the right to revoke a Membership within 90 days of application if the Member is found to have provided false information or is deemed to have breached the club's constitution. In the event that Membership is revoked;

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

7. REGISTER OF MEMBERS

- 7.1. The Club will maintain a register of members in accordance with the Act.
- 7.2. The Register of Members will at all times be administered in accordance with the Privacy Act 2020 and the Clubs Privacy Policy.
- 7.3. The Club will update the register of members as soon as practicable after becoming aware of changes to the information recorded on the register.
- 7.4. 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.

8. SUBSCRIPTIONS

- 8.1. The Annual subscription shall be such sum as shall be determined by the Members from time to time at the Annual General Meeting called for that purpose.
- 8.2. Upon an Ordinary Member becoming eligible for government superannuation, the Annual Subscription shall be discounted to such sum as shall be determined by the Members from time to time in Annual General Meeting.
- 8.3. The Annual Subscription payable by a junior, senior or social member admitted under Rules 6.5, 6.6 and 6.8 shall be less of that payable by an Ordinary Member.

- 8.4. The Annual Subscription shall be payable yearly in advance on (or before) the anniversary of the member joining.
- 8.5. Any Member whose subscription is not paid by one (1) calendar month after the due date shall:
 - a) Thereupon automatically ceases to be a Member and his/her name shall be removed from any register of Members.
 - b) Not be relieved from payment of the full Annual Subscription or any other payment due or payable to the club
 - c) Not be refunded any subscription or other payment already paid to the club.
 - d) Reapply for membership pursuant to Rule 6.4, 6.5, or 6.6 if he/she wishes to be reinstated as a member.
- 8.6. A Member incapacitated through illness, accident or distress may, on notice in writing given to the Manager, have their subscription suspended or remitted at the discretion of the Committee.
- 8.7. Failure to pay the Annual subscription due will result in the membership ceasing.

9. RESIGNATION AND CESSATION OF MEMBERSHIP

- 9.1. Members wishing to resign their membership must do so by writing to the Manager of the Club via email, post or hand delivery.
- 9.2. A resignation will not become effective until all subscriptions, levies or other payments owing at the date the resignation is received.
- 9.3. No such resignation shall relieve any Member from payment of any subscription, levy, or other payment due or payable at the time of resignation.
- 9.4. No subscriptions, levies or other payments already received by the club as at the date of resignation shall be refunded to the resigning member on resignation.
- 9.5. On the death of an ordinary, senior or life member, the late member's legally married spouse or defacto partner may within 12 months request in writing that the membership be transferred as an ordinary membership to him/her, and the Committee may at its discretion agree to the same, provided that the spouse shall abide by these rules and the Club's bylaws.
- 9.6. The members' membership will cease on resolution by the committee where in the opinion of the committee the member has brought the club into disrepute
- 9.7. The membership will cease with effect from

- a) the date of receipt of the Member's notice of resignation by the Committee (or any subsequent date stated in the notice of resignation subject to conditions provided in this clause regarding monies owed by the member to the club), or
- b) the date of termination of the Member's membership under this Constitution, or
- c) the date specified in a resolution of the Committee and when a Member's membership has been terminated the Committee shall promptly notify the former Member in writing.

10. DISPUTES AND APPEALS

10.1. If any dispute arises between:

- a) two or more members; or
- b) one or more officers and the Club; or
- c) one or more members or officers and the Club; and the dispute relates to an allegation that:
- d) a member or an officer has engaged in misconduct; or
- e) a member or an officer has breached, or is likely to breach, a duty under this constitution or the Act;
- f) the Club has breached, or is likely to breach, a duty under this constitution or the Act;
- g) a member's rights or interests as a member have been damaged or members' rights or interests generally have been damaged.

Then any party involved with the dispute may make a complaint to the Committee as soon as possible after the incident and within the timeframes as prescribed by the Club's Bylaws and the procedures contained in schedule 2 of the Act shall be deemed to be included in this constitution and shall apply to the resolution of the dispute.

10.2. The Committee shall be the decision maker responsible for resolving the dispute provided that:

- a) If the complaint relates to one or more officers, that officer or those officers must be excluded from the Committee's management of the dispute resolution process and decision making;
- b) If the complaint is made by one or more officers, that officer or those officers must be excluded from the Committee's management of the dispute resolution process and decision making; and
- c) If the Committee is unable to proceed because it will not have a quorum of officers to conduct the dispute resolution process as a consequence of cl 10.2(a), the Committee must appoint an individual who is not a member to manage the dispute

resolution process and make a decision about the complaint.

10.3. After completing the dispute resolution processes provided for in cl 10.1, the Committee or the independent person appointed pursuant to cl 10.2, (the decision maker) may:

- a) Make a finding considered by the decision maker to be fair and consistent with the evidence provided by the dispute resolution process;
- b) In the case of a complaint against a member, suspend the member's membership for a defined period or terminate the member's membership; or
- c) In the case of a complaint against an officer, remove the officer from their role as an officer (and, if the officer is also a member, the penalties in this clause as above could also be applied).

11. IMMEDIATE SUSPENSION

11.1. After Consultation with the Club President, the Club Manager may serve a trespass notice to any member who breaches current relevant legislation in relation to the Sale & Supply of Alcohol or breach the club's By-Laws. Such trespass notice must be conveyed to all committee members at the earliest notice.

12. COMMITTEE

12.1. The Committee Members of the club shall be:

- a) A President.
- b) A Vice-President.
- c) 5 other Committee Members, being a total of seven (7) Executive Committee Members.
- d) Treasurer (not necessarily an elected member of the committee).

12.2. **Eligibility:** Each Committee Member described in Rule 12.1 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) Not be a close relation of an officer of the club or nominee for office.
- e) Have been a Financial Ordinary Member for at least 1 year immediately before nomination.
- f) For the position of President and Vice-President have served at least 12 months on the

Committee within the last 2 years and been a financial ordinary member of the club for 2 years.

- g) Have completed the Appropriate Nomination form.

12.3. **Term of Office:** Committee Members shall:

- a) Remain in office for a term of two (2) years following his/her election.
- b) Be eligible for re-election, with the exception of the President who shall not hold office, as President, for more than three (3) years successively.

12.4. **Election:** The Committee shall be elected in the following manner:

- a) Nominations for Committee Members must be:
 - i. In writing on the applicable nomination form.
 - ii. Proposed, by a Financial Member, and Seconded by another Financial Member.
 - iii. Deposited with the Manager at least twenty-one (21) days before the date set down for the Election as passed by the Committee.
- b) The Manager 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) If there are not sufficient nominations pursuant to Rule 12.1 to fill a vacant committee role, the committee may elect to co-opt an eligible person to fill the vacant role(s) or leave the position vacant providing a quorum required by Rule 20.3 is maintained.
- d) The election shall be by the approved electoral procedure at the Annual General Meeting.
- e) In the event of a tied vote, for any committee position:
 - i. The Returning Office shall notify the President of a tied vote and the President will immediately call a meeting of the current Committee
 - ii. The candidates who are standing for the position with a tied result, can observe but will not partake nor contribute in the following process:
 - iii. A random draw will be conducted by the returning officer, to select three non-conflicted officers/committee members who will vote to break the deadlock
 - iv. These three officers will then individually and confidentially vote in writing for the candidate they choose, and give to the returning office
 - v. The returning officer will count the votes and then continue with the election process for any other roles

- vi. Once completed, the Returning Officer will advise the President of the election results
- 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.
 - ii. Candidates that have requested a recount may have a representative present at the recount but cannot participate in the actual counting of votes.
 - iii. A request for a recount must be made within one hour of the election results being announced.

12.5. Resignation

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

12.6. Removal from Office

- a) A member of the Committee may be removed from office for any reason which the Committee deems expedient in accordance with the following:
 - i. The Committee shall convene a Special Meeting of the Committee to consider the removal.
 - ii. The Committee must give seven (7) days' notice in writing to the Committee Member in question, informing him or her of his or her right to appear and be heard at that Meeting.
 - iii. After the Committee 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.
 - iv. If the Meeting elects to remove the Committee Member, such removal shall be effective immediately.
- b) On receipt of a notice of motion of no confidence in one or more Committee Member(s) signed by ten percent (10%) of the ordinary, senior and life membership the Committee shall convene a Special General Meeting and proceed in accordance with Rule 18.
 - i. In the event that a notice of motion of no confidence is raised against more than one committee member or the entire committee, the motion will be discussed at the Special General Meeting referred to in Rule 12.6(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.

- c) A Committee Member, who has been convicted of any offence which in the opinion of a majority of the Committee brings the Club into disrepute, the committee member in question shall automatically and immediately be removed from office.
- d) A Committee Member, who becomes disqualified from holding office in accordance with Section 47(3) of the Act shall automatically and immediately be removed from office.
- e) The Committee may elect to remove a Committee Member who becomes physically or mentally incapacitated to the extent that he or she cannot carry out his or her duties as a Committee Member.
- f) No Committee Member who has been removed from office shall be eligible for re-election until the expiration of 7 years from the date of removal.

12.7. **Vacancy:** Any vacancy in any Committee position that is not filled at an election, or which occurs between elections, the committee may elect to co-opt an eligible person to fill the vacant role(s) or leave the position vacant, providing a quorum required by Rule 20.3 is maintained.

12.8. **Powers:** The Committee 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 committees for the purpose of exercising its duties, authorities, or powers.
- d) Delegate its duties, powers, and authorities to the Manager or to a committee formed under Rule 12.8(c)
- e) Co-opt any person to assist with its functions; and
- 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.
- g) Consider and develop policies pertaining to the operation of the club or as required by law.

12.9. **Duties:** Committee 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 manner 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 Committee Code of Practice and Conduct, and
- h) Any other duties which the committee of the Club may from time to time determine.

12.10. **Interests Register:** The committee 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 committee who has interest in a matter:
 - i. Must not vote or take part in a decision of the committee 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
 - iii. May, at the discretion of the committee, take part in any discussion of the committee relating to the matter and be present at the time of the decision.

13. PRESIDENT AND VICE PRESIDENT

13.1. The President and Vice-President shall be ex officio members of all sub-committees, and Sub-Sections.

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

- 13.3. At all meetings the President shall be entitled to a casting vote.
- 13.4. The President shall be the contact person with whom the Registrar of Incorporated Societies can contact when needed.
- 13.5. The President shall be the Club's representative with the Manager, in matters of Club business.
- 13.6. In the event of a vacancy role of club President, the 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 committee shall elect a committee member to that role for the remainder of the term.
- 13.7. The President and Vice President shall have the right of entry upon the club premises and/or buildings at any time.

14. ACCOUNTANT

- 14.1. The Club's accounts shall be managed by a chartered accountant, appointed by the members at the Annual General Meeting, who shall:
 - a) Be a member of the Institute of Chartered Accountants of Australia and New Zealand; and
 - b) Not be a Committee Member or hold any other office in the Club.
- 14.2. The accountant 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.
- 14.3. The accountant shall be paid such fees as may be determined by the Committee from time to time.
- 14.4. The accountant 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.

15. TREASURER

- 15.1. The Treasurer shall:
 - a) Ensure that all monies received by the club are paid into the Bank for the credit of the club.
 - b) Prepare a detailed report of the previous month's receipts and payments for each monthly Committee Meeting and present it to that Meeting.

- c) Ensure that all taxes, levies, duties, and other payments required by statute are made before the due date.
- d) Ensure that all taxation and other financial returns required by statute are accurately completed and lodged by the due date.
- e) Prepare the Club's Financial Statements and present them to the Annual General Meeting each year.

15.2. The Treasurer shall immediately bring to the attention of the Committee, any financial irregularity or suspicion of financial irregularity, or any concern regarding the financial performance of the club.

16. MANAGER

- 16.1. The President, Vice President and Treasurer may appoint a Manager.
- 16.2. It shall be the duty of the Manager to carry out all such duties as are required to manage the affairs of the club. The Manager shall be accountable to the Committee, via the president, being that body's only direct employee. All other employees shall be under the direct control of the Manager.
- 16.3. The role and responsibilities of the Manager shall be detailed in:
 - a) A Position Description, which shall be kept up to date by the Committee; and
 - b) An Employment Agreement.
- 16.4. The Manager shall attend and take part in all Committee and General Meetings except on occasions where the Committee decides otherwise. The Manager shall not be entitled to exercise a vote on any question.
- 16.5. The 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.
- 16.6. The Manager's remuneration shall be determined by the President, Vice President, and Treasurer.

17. ANNUAL GENERAL MEETING

- 17.1. The Annual General Meeting of the Club shall be held not later than 31st August each year.
- 17.2. The Annual General Meeting of the club must be held by a quorum of 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 committee for the purpose of receiving:
 - a) 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 Rule 27 has been given.
- f) Election of Returning officer.
- g) Election of Accountant.
- h) Election of Officers (if required); and
- i) General business.

17.3. 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;
- e) Candidates standing for Officer/Committee positions; and
- f) Notice of any other business to be transacted at the Meeting.

18. SPECIAL GENERAL MEETING

18.1. The Committee shall convene a Special General Meeting if at any time:

- a) The Committee considers such a meeting necessary or desirable; or
- b) The Manager receives a written requisition to do so signed by not less than Ten Percent (10%) members of the total Ordinary, Senior & Life financial membership, stating the purpose of the Meeting requisitioned, in which case the meeting must be convened for that purpose only.

18.2. Seven (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.

19. CONDUCT OF GENERAL MEETINGS

- 19.1. At all General 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 Committee Member elected by the Meeting or.
 - d) If the committee 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.
- 19.2. The quorum for a General Meeting shall be 25 made up of current ordinary, senior and life members.
- 19.3. Minutes of all General Meetings are required to be kept.
- 19.4. 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.
- 19.5. If a Meeting is adjourned, the Committee 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.
- 19.6. If a quorum is not present at an adjourned Meeting, the Meeting shall lapse. If a quorum is not present for an Special General meeting, the agenda as displayed on the Notice Board shall automatically revert to the Committee to adjudicate on.
- 19.7. **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.
- 19.8. **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 his proposition and ten (10) minutes for reply, or vice versa, and any other speaker will be allowed five (5) 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.
- 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.

19.9. Except as otherwise provided by these Rules, all questions shall be decided by simple majority vote.

19.10. **Voting:** At any General Meeting:

- a) Each Ordinary, Senior 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.

20. COMMITTEE MEETINGS

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

20.2. At all Committee 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 Committee Member elected by the Meeting.

20.3. The quorum for a Committee Meeting shall be not less than sixty per cent (60%) of its members.

20.4. Minutes of all Committee Meetings are required to be kept.

20.5. Any Committee 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.

20.6. If a Committee Meeting is adjourned, the Committee 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 Committee Member.

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

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

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

20.10. If freer discussion or debate of a subject is desired:

- a) Any Officer 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.
- b) 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.

21. ACCOUNTS

21.1. **Financial Transactions:** All transactions shall be completed in accordance with the Club Financial Transaction Policy as approved by the Committee.

- 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.

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

22. SEAL

1. 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.”

23. ACCESS TO INFORMATION

23.1. 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 committee meetings.

23.2. Requests to access information must be made in writing and must specify the information sought in sufficient detail to enable it to be identified.

23.3. 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.

23.4. 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.

24. SUB SECTIONS

- 24.1. A Sub Section 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.
- 24.2. All Sub Sections must have a set of rules that is consistent with this constitution and must be approved by the Club Committee and at a Sub Section Annual General Meeting. If the Sub Section rules are inconsistent with the club constitution, then the club constitution will prevail.
- 24.3. The Club Committee shall have the power to suspend or dissolve any Sub Section it believes is acting inappropriately or to the detriment of the Club.
- 24.4. Any assets of the Sub Section are the assets of the Club. All monies received for Sub Section shall be paid into the Clubs bank account in accordance with the Club's financial transaction policy.
- 24.5. All accounting, taxation, financial reporting and legal compliance responsibilities of the Sub Sections shall rest with the Club.
- 24.6. Sub Sections shall use the Club's accounting services in accordance with the Club's financial transaction policy.
- 24.7. The Committee of the Sub Sections 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.
- 24.8. Members of a Sub Section involved in any activity of or related to the Sub Section 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.
- 24.9. Office holders of Sub Sections are not Club Officers by virtue of holding such office.

25. PROPERTY

- 25.1. 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.
- 25.2. 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.
- 25.3. 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.

26. VISITORS – AUTHORISED CUSTOMERS, AUTHORISED VISITORS AND GUESTS

26.1. Authorised Customers

- a) Any member of the club can invite and accompany a guest/visitor(s) (Authorised Customer) 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.

26.2. 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.

26.3. 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.

26.4. Any guest/visitor of a member of either the Beachlands Chartered Club Inc 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.

- 26.5. Authorised Customers, Authorised Visitors and their guests are bound by the rules of this club whilst they are on the club premises.
- 26.6. 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.
- 26.7. **Definitions - for the purposes of this clause**
 - 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.
 - d) In this Rule 26, words in the singular (such as guest/visitor) include the plural.

27. ALTERATIONS OF CONSTITUTION RULES

- 27.1. This Constitution may be revised or amended by a resolution passed by a simple majority of the Financial Members present at a General Meeting.
- 27.2. All Financial Members and Officers shall have the right to submit a resolution for inclusion at the General Meeting.
 - a) 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 17.3.
- 27.3. **Minor and Technical Amendments:** The Committee 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.

- 27.4. **Resolution in lieu of meeting:** A written resolution may be passed via this method in accordance with Section 89 of the Act.
- 27.5. Any amendments to the constitution made under this section take effect from the date of registration with the Registrar of Incorporated Societies.

28. BY-LAWS AND STANDING ORDERS

- 28.1. The committee 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.

29. WINDING UP AND/OR LIQUIDATION

- 29.1. The club may be wound up, or liquidated, or removed from the Register of Incorporated Societies in accordance with the provisions of the Act.
- 29.2. The Manager 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 Committee in respect to such notice of motion.
- 29.3. Any resolution to wind up the Club or remove it from the Register of Incorporated Societies must be passed by seventy five percent (75%) of all members present and voting.
- 29.4. The Club may be put into liquidation:
 - a) At a Special General Meeting called by the Committee for that purpose; or
 - b) As provided for in the Act.
- 29.5. If the club is wound up, or liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any Member.
- 29.6. 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 Rule 28.