



PAPANUI CLUB INCORPORATED CONSTITUTION

Implemented NOVEMBER 2023

Society number 219814

NZBSN 942904284527

Table of Contents

| | |
|--|----|
| 1. NAME | 3 |
| 2. DEFINITIONS AND INTERPRETATION | 3 |
| 3. REGISTERED OFFICE | 6 |
| 4. PURPOSE | 6 |
| 5. POWERS | 7 |
| 6. MEMBERSHIP | 7 |
| 7. REGISTER OF MEMBERS | 11 |
| 8. SUBSCRIPTIONS..... | 11 |
| 9. RESIGNATION | 12 |
| 10. DISPUTES AND APPEALS..... | 12 |
| 11. IMMEDIATE SUSPENSION | 15 |
| 12. BOARD OF DIRECTORS | 16 |
| 13. PRESIDENT AND VICE PRESIDENT | 20 |
| 14. AUDITOR..... | 21 |
| 15. GENERAL MANAGER | 21 |
| 16. ANNUAL GENERAL MEETING | 22 |
| 17. SPECIAL GENERAL MEETING | 22 |
| 18. CONDUCT OF GENERAL MEETINGS..... | 23 |
| 19. BOARD OF DIRECTORS' MEETINGS | 24 |
| 20. ACCOUNTS | 25 |
| 21. ACCESS TO INFORMATION..... | 25 |
| 22. SECTIONS..... | 25 |
| 23. PROPERTY..... | 27 |
| 24. VISITORS – AUTHORISED CUSTOMERS, AUTHORISED VISITORS AND GUESTS..... | 27 |
| 25. ALTERATIONS OF CONSTITUTION RULES..... | 27 |
| 26. BY-LAWS AND STANDING ORDERS | 28 |
| 27. WINDING UP AND/OR LIQUIDATION..... | 28 |
| 28. MATTERS NOT PROVIDED FOR | 28 |
| 29. REPEALS AND SAVINGS..... | 29 |
| 30. TRANSITION | 29 |
| APPENDIX 1 COMPLAINT FORM | 30 |
| APPENDIX 2 ADVICE OF COMPLAINT | 31 |
| APPENDIX 3. APPEAL FORM | 32 |
| APPENDIX 4. DECISION OF THE DISCIPLINARY COMMITTEE FORM..... | 33 |

1. NAME

- 1.1. The name of the society shall be Papanui Club Incorporated.

2. DEFINITIONS AND INTERPRETATION

- 2.1.1.1. This constitution of the Club is binding, in accordance with its terms, as between
- a) Papanui Club Inc. and each member; and
 - b) each member.
- 2.1.1.2. This constitution is binding, in accordance with its terms, on each Officer.
- 2.1.2. These rules are binding on any other incorporated society that has an active affiliation with Papanui Club.
- 2.1.3. In order to avoid conflicts in rules, Sections of Papanui Club Inc. may not be nor become Incorporated Societies in their own right.

Guidelines

- 2.2.1. All matters provided for in this Constitution should at all times be dealt with in accordance with the following:
- a) it is to be accepted that the Club is established primarily for the benefit of its members;
 - b) the admission of non-members should at all times be under the direction of the General Manager or his/her deputies, or a Duty Manager of the Club and will be subordinate to the comfort, well-being and satisfaction of the Club Members; and
 - c) admission of guests and visitors should always be regarded as a privilege of the members, granted to enable them to dispense periodic hospitality to their casual guests or visitors and not as a means of augmenting the revenue of the Club.
- 2.2.2. In this Constitution, unless the context otherwise requires, it is assumed that:
- a) the term s/he, means she, he or other preferred pronoun;
 - b) where the masculine is used, the feminine or other is included;
 - c) where the singular is used, plural forms of the noun are also inferred;
 - d) the table of contents and headings are inserted for convenience only and shall be ignored in construing these Rules;
 - e) where any word or expression is defined in these Rules, any other grammatical form of that word or expression has a corresponding meaning;
 - f) where a number is expressed as a percentage (%), the resulting number shall be rounded down to the nearest whole number below it; and
 - g) reference to any legislation or to any provision of any legislation (including regulations and orders) includes:
 - I. that legislation or provision as from time to time amended, re-enacted or substituted; and
 - II. any statutory instruments, regulations, rules and orders issued under that legislation or provision.

Definitions

- 2.3.1. Any question relating to the interpretation of the Rules shall be referred to the Board of Directors and if necessary to its Rules sub-committee.
- 2.3.2. In this Constitution, Standing Orders, By-laws, Regulations, Policies and Procedures, unless the context otherwise requires the following definitions will apply:

“Act” means the Incorporated Societies Act 2022.

“Affiliated Club” means a club which is a member of Clubs New Zealand Incorporated or some other club or association with whom Papanui Club Incorporated 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.

“Annual Subscription” is the amount payable annually for membership in accordance with [Rule 8](#).

“Auditor” means the Club’s auditor 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.

“Board” means the Board of Directors whom are the Club's governing body as set out in [Rule 12](#). Any reference to Executive committee or Executive, whether current or historical, will be taken as referring to the Board of Directors.

"Board Meeting" means a meeting of the Board of Directors.

"Board member” means one of the people elected as a Board Director as set out in [Rule 12.1](#) and elected pursuant to [Rule 12.4](#).

“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 Board of Directors meeting without reference to the membership of the Club or the Registrar of Incorporated Societies - [Rule 26](#). refers.

“By-laws, Regulations, Policies and Procedures Register” means the Register held and maintained by the General Manager in which is recorded the information referred to in the By-laws definition above.

"Chairperson" means the person who is Chair of a meeting pursuant to [Rule 18.1](#).

“Close Relation” means a current or former spouse or partner, parent, child, sibling, of any person who regularly resides in the household or who within the prior six (6) months regularly resided in the household.

"Club" means Papanui Club Incorporated and its marketing name THE PAPANUI herein referred to as the Club.

“Constitution” means this constitution which is a legally-binding document for the Club that formalises the conditions and rules of this Club and its members.

“Day” or “Days” means a working day or working days.

“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 any Annual or Special General Meeting.

"Employee Membership" means a person eligible for Employee membership of the Club in accordance with [Rule 6.2.5.](#)

"Financial Member" means an Ordinary Member which includes 40 (forty) year members, Junior Members, Life Members, Temporary or Employee Members 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.

"Forty year member" means an Ordinary member respected for their outstanding loyalty and support, whom have had continuous membership of the Club for forty (40) or more years. They shall pay no annual subscription – refer [Rule 6.2.1.2.](#)

"General Manager" means the Club's Secretary and vice versa.

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

"In Committee" means that no minutes or record of debate is kept, and that the debate is confidential to those attending the meeting concerned and **"Into Committee"** has a corresponding meaning.

"Junior Member" means a person elected to Junior membership of the Club pursuant to [Rule 6.2.3.](#)

"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 6.2.2.](#)

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

"Member" means any Ordinary (which includes (40) year members), Junior, Temporary, Employee, or Life Member of the Club as set out in [Rule 6.](#)

"Misconduct" means behaviour that is considered by the Board of Directors and/or the membership, or current societal standards, to be unbecoming or behaviour that may bring the Club's name into disrepute.

"Month" means a calendar month.

"Officer" means a Director of the Board or a person (General Manager or their deputy) occupying a position in the Club that allows the person to exercise significant influence over the management or administration of the Club.

"**Ordinary Member**" means a person elected to Ordinary membership (which includes forty (40) year members) of the Club pursuant to [Rule 6.2.1.1.](#)

"**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/or in prominent areas within the Club.

"**President**" means the Club's President elected pursuant to [Rule 12.4.](#)

"**Provisional member**" is a person who has completed and signed the required application for membership form, paid the required fee and is awaiting approval from the Board of Directors as a Papanui Club Inc. Ordinary or Junior member.

"**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.

"**Secret Ballot**" means a method of voting where the identity of those voting for or against the motion can be kept secret.

"**Secretary**" means the Club's General Manager and vice versa.

"**Section**" means an adjunct of the Club formed for sporting and special interest groups within the Club.

"**Temporary Member**" means a person elected to Temporary membership of the Club pursuant to [Rule 6.7.4.](#)

"**Vice-President**" means the Club's Vice-president elected pursuant to [Rule 12.4.](#)

"**Year**" means the Club's financial year of 1st April to 31st March.

3. REGISTERED OFFICE

- 3.1. The registered office of the Club shall be at 302 – 310 Sawyers Arms Road, Christchurch 8051 or such other place as the Board of Directors shall from time to time decide.

4. PURPOSE

- 4.1. The purpose for which the Club is established includes:
- a) to provide genial and social interaction between Members for their mutual benefit and such social amenities, entertainments, recreation, services and improvements as the elected Board of Directors shall see fit, by providing suitable buildings, rooms, materials and conveniences necessary for such objects; ~~and~~
 - b) to conduct, administer and maintain the Club for its members, the community and for such persons as are authorised from time to time.

5. POWERS

5.1. The Club has the power to include the following in the pursuance of its purposes, subject to any limitation imposed by this Constitution:

- a) to fund its activities by subscriptions or payments from members, fees, or other income;
- b) to borrow, raise or secure the payment of money in such manner as the Club deems fit.
- c) to purchase, sell, lease, exchange, maintain, improve, hire, dispose of, manage, invest, lend, mortgage, charge, gift or otherwise deal with any real or personal property;
- d) to invest, lend or deal with any monies of the Club not required for immediate use in such investments as the Club may think fit;
- e) to employ and remunerate staff;
- f) to undertake legal action;
- g) to form and disband Sections;
- h) to enter into any contract, make any arrangements, or undertake any activity for the financial or other benefit of the Club;
- i) to make Regulations and By-laws for the conduct of the Club and the discipline required of members, which shall not be inconsistent with the provisions of the Incorporated Societies Act 2022, any other current and relevant legislation and following 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; and
- o) to develop policies to cover all matters, where possible, in order to operate its business or activities.

Personal Benefit

5.2. As a not-for-profit organisation, the officers and members may not receive any distributions of profit or income from it. This does not prevent officers or members:

- a) receiving reimbursement of actual and reasonable expenses incurred; or
- b) entering into any transactions with the organisation for goods or services supplied to or from them, which are at arm's length, relative to what would occur between unrelated parties

provided no officer or member is allowed to influence any such decision made by the organisation in respect of payments or transactions between it and them, their direct family or any associated entity.

6. MEMBERSHIP

6.1.1. On acceptance as a member (all classes), the member acknowledges their acceptance of all Club By-laws, Regulations, Policies and Procedures and this Constitution.

Photo Rights

6.1.2. Papanui Club Incorporated reserves the non-exclusive right to use all photographs of Club members obtained in or around the Club, or during activities associated with the Club, in newsletters, social media or for other promotional purposes.

Classes of Membership

6.2. The members of the Club shall be divided into the following classes:

- a) Ordinary which includes Forty (40) Year members
- b) Junior
- c) Life
- d) Temporary
- e) Employee

Ordinary Membership

6.2.1. 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, at the time of application, a subscription of such sum as per [Rule 8](#) of this Constitution;
- c) 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, Regulations, Policies and Procedures;
- d) 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;
 - III. hold office in accordance with this Constitution and have an equal voice in all business of the Club;
 - IV. join any Club Section having an equal voice in all business of the Section with a right to hold office in that Section and to represent the Section at Interclub and National events (should that be applicable);
 - V. an opportunity to participate in the Club's loyalty points and promotions; **and**
- e) The Board of Directors reserve the right to revoke any Membership within ninety (90) days of the 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:
 - I. the member shall be informed in writing of the decision;
 - II. no reason shall have to be given; and
 - III. the subscription fee will be refunded in full.

Forty year membership

6.2.1.2.1. Ordinary Members who have reached the milestone of a continuous period of forty (40) years or more membership of the Club are recognised for their long serving loyalty and support. They shall:

- pay no subscription;
- be deemed financial at all times; and
- have their names recorded in a '40 Year Loyalty Membership' Roll of Honour Book that is to be displayed in a prominent place.

6.2.1.2.2. The qualifying period shall date from the first full financial year of Ordinary Membership.

Life Membership

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

- a) the Board of Directors 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 Board of Directors, no later than two (2) calendar months before the Club's 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 Board of Directors;
- d) the Club may elect a member recommended by the Board of Directors to Life Membership, by simple majority at the Annual General Meeting;
- e) Life Members are eligible to vote, hold office and enjoy all the rights and privileges of membership;
- f) Life members are also entitled to the following privileges:
 - I. they shall not be charged an annual subscription and shall be deemed to be Financial Members at all times;
 - II. they shall, on being elected to Life membership, be presented with a certificate and their membership card as soon as possible after conferral;
 - III. they shall be entitled to use free of charge all Club facilities, and
 - IV. on application to the General Manager, have their Section membership fee/s paid or reimbursed by the Club; and

They remain a Life Member:

 - V. until their resignation; or
 - VI. they are stripped of the Life Membership at a Special Meeting; or
 - VII. upon their death;
- g) Life membership of a Section is not Life Membership of Papanui Club Inc.; and
- h) at no time shall a Member be admitted to Life Membership if the number of living Life Members exceeds twenty-five (25).

Junior Membership

6.2.3. Notwithstanding any other rules, the following rules set out provisions applying specifically to Junior Members. For the avoidance of doubt, where there is conflict or ambiguity between these rules and any other rule in this Constitution, then this rule relating to Junior Members shall prevail. Subject to the provision contained in these rules, all rules shall apply to Junior Members in the same way as they do to Ordinary Members.

- a) Individuals aged under the legal purchasing age may apply to become Junior Members of the Club in accordance with the procedure for Ordinary Membership.
- b) On reaching the legal purchasing age, Junior Members will immediately become an Ordinary Member with all rights pertaining to that member class without any additional subscription payment for the remainder of that financial year.
- c) A Junior Member's rights are restricted by the following:
 - I. no voting rights at any General Meeting;
 - II. no right no right to hold office nor be a member of the Board of Directors or any Section's Committee;
 - III. no right to:
 - participate in any alcohol promotions; or
 - accept alcohol as a prize in any Club activity; or
 - call a petition; or

- be co-opted to any Disciplinary or Appeal committee; **or**
 - participate in any promotion
- d) A Junior Member may have the right of admission to an Affiliated Club with which this Club has reciprocal rights subject to the Rules or Constitution of that affiliated club.

Temporary Membership

6.2.4. Individuals of at least the Legal Purchasing Age may apply to become Temporary Members of the Club in accordance with the following rules:

- a) each applicant for Temporary membership shall complete the applicable application form;
- b) each applicant shall deposit, at the time of application, a subscription of such sum as per [Rule 8](#) of this Constitution;
- c) an application for Temporary 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, **Regulations**, Policies and Procedures;
- d) Temporary membership shall be valid for a period of two (2) months from the day of joining;
- e) Temporary members shall automatically lose their Temporary Membership status:
 - I. at the conclusion of the two (2) month period from the date of joining; or
 - II. upon admission as an Ordinary member, whichever is earlier;
- f) Temporary Membership cannot be extended and is not renewable. At any time during this membership, application can be made to be an Ordinary member and any subscription already paid will contribute towards the fee required;
- g) Temporary Members have:
 - I. no voting or speaking rights at any General Meeting;
 - II. no right to hold office or be a member of the Board of Directors;
 - III. no entitlement to reciprocal visiting rights;
 - IV. no co-option to any committees;
 - V. no right to join any **Section**;
 - VI. no participation in member only promotions; and
 - VII. may be subject to other restrictions as determined from time to time by the Board of Directors;
- h) Subject to the foregoing, Temporary Members may access and enjoy the facilities of the Club during times that the Club is open; and
- i) The Board of Directors and/or General Manager reserves the right to revoke Temporary Membership at any time if the Temporary member is found to have provided false information or is deemed to have breached the Club's Constitution or its By-laws.

Employee Membership

6.2.5. Individuals who are employees of the Club are eligible to become Employee Members of the Club in accordance with the following rules:

- a) individuals who are employees of the Club may apply for Employee Membership of the Club. No annual subscription will apply for their term of employment;
- b) in the event that an Employee Member is no longer employed by the Club their Employee Club membership shall cease immediately. Should they still

- wish to be a Papanui Club member, they must apply and pay the required subscription to become an Ordinary member;
- c) an Employee Member has:
 - I. no voting or speaking rights at any General Meeting;
 - II. no right to call a petition;
 - III. no right to hold office, be a member of the Club's Board of Directors or a Section's Committee, or to partake in the election process of the Club; and
 - IV. no right to be co-opted to the Disciplinary and Appeal committees;
 - d) the Board of Directors and Management reserve the right to introduce policies excluding Employee Members from participating in promotions and other activities within the Club;
 - e) Employee members are permitted to join Sections on payment of the Section subscription; and
 - f) for the avoidance of doubt any matters relating to an Employee Member or their membership will be dealt with by the General Manager in accordance with relevant employment law and the Employee's employment agreement.

7. REGISTER OF MEMBERS

- 7.1. The Club will maintain a Register of Members in accordance with the Incorporated Societies Act 2022.
- 7.2. The Register of Members will at all times be administered in accordance with the Privacy Act 2020 and the Club's Privacy Policy - refer to By-laws, Regulations, Policies and Procedures Register.
- 7.3. The Club will update the Register of Members as soon as practicable after being made aware by a member 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

- 8.1.1. The Annual Subscription relating to each category of membership shall be such sum as determined by the Board of Directors from time to time.
- 8.1.2. Any change shall be moved and passed at a Board of Directors meeting, then notified to Members at least twenty (20) working days prior to enactment.
- 8.1.3. Any reduction of the annual subscription during a financial year shall be at the Board of Directors' discretion.
- 8.2. The Annual Subscription shall be payable yearly in advance on or before the last day of March in each year.
- 8.3. Any member whose subscription or other dues are not paid by the date referred to in [Rule 8.2.](#) shall:
 - a) thereupon automatically cease to be a financial member and lose their associated rights and privileges;

- b) if after two (2) calendar months the subscription remains in arrears, the member will be removed from the Register of Members and will lose all entitlements including loyalty points and membership number;
 - d) not be refunded any section or other subscription or any other payment already paid; and
 - e) apply for membership pursuant to the rules for the applicable category of membership if he or she wishes to be reinstated as a member.
- 8.4. A member incapacitated through illness, accident or distress may on notice in writing given to the Club's General Manager, have his or her Section or other subscription suspended or remitted.
- 8.5. The Board of Directors shall have the power to extend the membership renewal date should there be a valid reason to do so.
- 8.6. A member's loyalty points can be used to pay Club annual subscriptions.

9. RESIGNATION

- 9.1. Members wishing to resign their membership must do so in writing to the Club's General Manager via email, post or hand delivery.
- 9.2. No subscriptions, levies nor other payments already received by the Club as at the date of resignation shall be refunded to the resigning member on resignation.
- 9.3. On the death of a member, membership rights, loyalty points and privileges will cease and are not transferable with the exception that:
 - a. any loyalty points unused by the deceased may be used towards the payment of food and beverage at the Main Club by immediate family at an official funeral function/memorial within one (1) calendar month of the member's death.
 - b. Such function must be formally booked with the Club's management so that all legal requirements are met in regards to the sale of alcohol.

10. DISPUTES AND APPEALS

- 10.1. All members of Papanui Club Incorporated will be covered by these Rules and may be subject to penalties, sanctions or orders imposed by the Disciplinary Committee.
- 10.2. If the conduct of any member should be reported as objectionable, a member, guest, visitor, staff member or any member of the public making the complaint shall do so in writing to the General Manager, as soon as practical and no later than one (1) calendar month after the incident, on the Complaint Form (Appendix 1) as prescribed by these clauses.

Complaint form

- 10.3. The Complaint Form will include:
 - a) the name of the Complainant;
 - b) their membership number and position held within the Club (if any);
 - c) the name of the person complained about (Respondent);
 - d) the date, time, and location of the incident;
 - e) the nature and details of the incident;
 - f) the name of witnesses (if any); and

- g) the remedy sought by the Complainant.
- 10.4. Upon receipt of a complaint, the Board of Directors will decide whether a Disciplinary Committee needs to be convened within fourteen (14) days or within a reasonable time as circumstances permit. In the event of a complaint being made against a member of the Board of Directors, a Disciplinary Committee will be convened by the General Manager.
- 10.5. Depending on the seriousness of the complaint and at the discretion of the President and/or the General Manager, the Respondent may be immediately notified that they are temporarily suspended pending an investigation and/or until a hearing if any.
- a) The Disciplinary Committee will consist of three (3) members of the Board of Directors who have no actual, apparent or perceived bias in relation to the Respondent.
 - b) In the event that three (3) Board Directors cannot be found to be free of any actual, apparent or perceived bias up to three (3) financial Ordinary or Life members of the Club may be co-opted by the Board of Directors to form a Disciplinary Committee. If this is still not possible, they may co-opt up to three (3) non-members of the Club to fill the vacancy/vacancies with the preference being given to members of another Club or members of the public in good standing.
 - c) If the complaint is against a Board Director, the General Manager may co-opt three (3) financial Ordinary or Life Club Members who have no actual, apparent or perceived bias in relation to the Respondent. If this is not possible, the General Manager may co-opt up to three (3) non-members of the Club with the preference being given to members of another Club or members of the public in good standing.
- 10.6. Prior to any hearing, the Disciplinary Committee will request that the General Manager, or his/her representative, endeavour to obtain any witness statements as appropriate to the complaint. In all cases the witness statement(s) will be provided to the Respondent prior to the hearing and will be tabled at any mediation or hearing.
- 10.7. Witnesses may or may not be called to, or requested to attend, any mediation or hearing in person as deemed appropriate.
- 10.8. The Disciplinary Committee may, where they deem appropriate, use Restorative Justice or Mediation in the first instance before taking the complaint to a Disciplinary Hearing. This will be at the discretion of the Disciplinary Committee.
- 10.9. The Respondent will be notified of the complaint against them in the Advice of Complaint Form (Appendix 2) as soon as practically possible taking into account potential sensitive issues and difficulties that may arise from the complaint.
- a) Notification will be via email sent to the email address in the Clubs' Register of Members or, in the event the Respondent does not have an email address in the Clubs' Register of Members, to their mailing address in the Clubs' Register of Members.
- 10.10. At the time of notification, the Respondent will be given a minimum of seven (7) days' notice of the date and time of the mediation meeting or hearing. The Respondent may

request a different date and/or time however any request to change is at the discretion of the Disciplinary Committee.

- a) In the event that the Respondent does not attend, the meeting or hearing will be heard in their absence.

10.11. The Respondent shall be supplied with any statements relating to the complaint that are obtained after receipt of the complaint which have not previously been provided to the Respondent.

- a) Any video, photographic or audio evidence compiled by the Club will not be permitted to be copied or taken off the Club's premises by either party. The Respondent may request a viewing of such evidence (along with any support person or legal representative) at a time agreed upon with the General Manager or his/her representative.

10.12. The Respondent is entitled to be represented at the hearing by legal counsel who holds a current practicing certificate. In addition, they may bring one (1) support person of their choice to the meeting. Any support person attending will not be permitted to cross-examine any witnesses or make submissions on their behalf.

10.13. The Disciplinary Committee may bring a Club legal representative to any meetings or hearing.

10.14. The Disciplinary meeting or hearing will be audio recorded for accuracy which will be saved on the Club computer servers for a minimum of twelve (12) months where possible but may be kept for a longer period. A copy will not be provided to any party.

- a) Neither the Complainant nor Respondent will be permitted to record proceedings. A transcript of the meeting may be requested and will be supplied to either party within fourteen (14) days.

10.15. At any time during the hearing the Disciplinary Committee may adjourn or halt proceedings to obtain any legal or other advice, information, witness statement/s or for any other reason it sees fit. The proceedings will be recommenced at a time set by the Disciplinary Committee.

10.16. At the conclusion of any meeting or hearing the Disciplinary Committee may take up to seven (7) days to deliberate and reach a decision. Once a decision has been made the Disciplinary Committee will notify both the Complainant and the Respondent of their decision in writing and the reasons for the decision within three (3) working days. Notification will be sent as per [Rule 10.9.\(a\)](#).

- a) The Respondent will have three (3) days to respond to the decision of the Disciplinary Committee.

- I. In the event of the Disciplinary Committee finding a complaint proved they will convene at any time, but no more than seven (7) days, after the period described in [Rule 10.16.\(a\)](#) to determine the imposition of any sanction or penalty if any. This does not preclude the Disciplinary Committee imposing a sanction or penalty immediately after finding the complaint proved. The Respondent will be notified of the sanction or penalty, and the reasons for the sanction or penalty, within two (2) working days of the decision.

Appeals

- 10.17. The Respondent will have seven (7) days to notify the Club of any wish to appeal the decision. The notification must be in writing either in hard copy mailed to Papanui Club Incorporated or sent via email to the General Manager at gm@papanuiclub.co.nz
- a) The Respondent will have up to a further seven (7) days to notify the grounds for their appeal on the Appeal Form (Appendix 3).
 - b) If in the opinion of the General Manager the sanction, penalty or order made by the Disciplinary Committee is manifestly inadequate or inappropriate, the General Manager may file an appeal within seven (7) days of receiving the Disciplinary Committee's decision. A copy of the appeal must be served within a further seven (7) days on the Respondent.
- 10.18. On receipt of an appeal notice an Appeals Committee will be convened as per [Rule 10.4](#). The Appeals Committee can not include any of the members of the original Disciplinary Committee.
- 10.19. The Appeals Committee will be given any and all information, statements, recordings, video, transcripts and any other evidence as gathered during the Disciplinary proceedings. They may at their discretion obtain new information, witness statements or advice they deem necessary.
- 10.20. The Appeals Committee will set a date as per [Rule 10.10](#). and they will inform the Respondent as per [Rule 10.9.\(a\)](#) and will follow the same process as the Disciplinary Committee.
- 10.21. The Appeals Committee decision will be final, and no further appeal will be permitted.
- 10.22. The Disciplinary Committee or Appeals Committee have the power to issue a warning or caution, impose a good behaviour bond, suspend, or cancel Club Membership, expel the Member, ban the Member from re-joining the Club for any length of time, or apply penalties, sanctions or orders they see fit.
- 10.23. At all times during the process the privacy of all parties must be respected by all parties.
- 10.24. All hearings will be private. No members of the public nor members shall be entitled to attend. Representatives of the media are not entitled to attend.
- 10.25. The Disciplinary Committee or Appeals Committee may or may not disseminate to the Club Members any penalty, sanction or order given in any manner as it sees fit.
- 10.26. These rules apply to all Papanui Club Incorporated members within the Club, in its vehicles, on its' grounds and to Papanui Club Incorporated members when they are representing the Club in any official or sporting capacity outside the Club Premises.
- 10.27. In the matter of complaints involving members of any Club Section, the Club has the power to delegate disciplinary matters that are minor in nature to the Section.

11. IMMEDIATE SUSPENSION

- 11.1. The Club's General Manager may serve a trespass notice to any member, visitor, guest or a member of the public who breaches current relevant legislation in relation to the Sale & Supply of Alcohol and Class 4 Gambling or whose behaviour is of such a serious

nature to require immediate restriction from entering the Club. Such trespass notice must be conveyed to all Board Directors at earliest notice.

12. BOARD OF DIRECTORS

12.1.1. The elected Board Directors of the Club shall be:

- a) President;
- b) Vice-President; and
- c) up to a maximum of seven (7) with a minimum of three (3) other Board Directors.

12.1.2. With the General Manager or their deputy, the above in [Rule 12.1.1.](#) are Officers of the Club.

12.1.3. One (1) person may only hold one (1) office.

Eligibility

12.2.1. Each Board Director described in [Rule 12.1.](#) must:

- a) meet the eligibility criteria set out within the Incorporated Societies Act 2022;
- b) be a financial Ordinary or Life member of the Club;
- c) not be a close relation of any employee of the Club, an office holder nor of another nominee for office;
- d) have been an Ordinary or Life member for at least two (2) years immediately before nomination;
- e) for the position of President and Vice-President have served at least twelve (12) months on the Board of Directors within the last two (2) years;
- f) have completed the appropriate Nomination form; and
- g) have not served a term of imprisonment within the previous seven (7) years.

12.2.2. A person is disqualified from being appointed or holding office as a Director or Section Committee member if he or she is:

- I. an undischarged bankrupt;
- II. prohibited from being a director or taking part in the management of an incorporated or unincorporated body under the Companies Act 1993, Securities Act 1978, the Securities Markets Act 1988, or the Takeovers Act 1993 (or their successors);
- III. an individual who is subject to a property order made under the Protection of Personal and Property Rights Act 1988;
- IV. an individual who does not comply with any qualifications for officers contained in the [Rule 12.2.1.](#) of the Papanui Club Inc.; and
- V. any member of the Club who has been suspended or expelled for misconduct shall be ineligible to contest any election or hold any Office for five (5) years from the expiry date of such suspension.

Term of Office

12.3.1. Directors shall:

- a) remain in office for a two (2) year term running from the conclusion of the AGM (subject to no request for a voting recount) at which the election results are announced until the conclusion of the following second Annual General Meeting unless sooner removed by death, resignation or otherwise.

Election

- 12.4.1 The voting for Directors of the Board shall be held on the Friday preceding the Annual General Meeting between the hours of 4.00pm and 7.00pm and the Saturday preceding the Annual General Meeting between the hours of noon and 5.00pm.

Nominations

- 12.4.2.1 The Board's Directors shall be elected in the following manner:

- a) Nominations for the Board of Directors must be:
 - I. in writing on the applicable nomination form, accompanied by a photograph of the candidate and a brief 'Curriculum Vitae' not exceeding one hundred (100) words;
 - II. proposed by a Financial Member and Seconded by another Financial Member;
 - III. signed, confirming their willingness to become an Officer, that they are not disqualified from being a Club's officer and dated by the Candidate with their membership number; and
 - IV. deposited before 5pm on the day set aside for the closing of nominations with the General Manager or their nominee at least fourteen (14) days before the date set down for the election.

- 12.4.2.2. The General Manager will, after the nomination closing date and time, and at least ten (10) days before the AGM, exhibit all nominations on the display board placed in a prominent position in the Club's foyer. This display board will then be in the polling area for inspection by voters. No nominations will be displayed prior to the closing date and time for nomination.

- 12.4.2.3 The order of nominees on the display board shall be by lot should there be more than one (1) application for any position. This will be drawn by Club Management and may be observed by any nominees.

- 12.4.2.4. Any Candidate wishing to withdraw their nomination must notify the General Manager in writing, before the first (1st) day of the election at which time their name, photo, and résumé shall be removed from the display board prior to voting beginning.

Returning Officer

- 12.4.3.1. A Returning Officer shall be appointed by the Board of Directors.

- a) S/he shall make arrangements regarding ballot papers and any other matter for the conduct of a properly constituted ballot system.
- b) The order of nominees on the ballot paper shall be the same as the nominee display board - [Rule 12.4.2.3.](#)
- c) S/he shall have the power to appoint one (1) or more Deputy Returning Officer/s and appoint the Polling Staff and Scrutineers who must be current Members of the Club.
- d) The votes shall be counted by the scrutineers as soon as the voting closes. At the conclusion of the counting process, the result will be notified to the Members and the Interim Board of Directors displayed within the Club by the Returning Officer.
- e) Forty-eight (48) hours after the final count, should no recount be requested, the interim Board of Directors will automatically become the official Board of Directors.
- f) The ballot papers shall be kept in a safe place by the General Manager for at least twenty-eight (28) days before being destroyed.

Recount

- 12.4.4.1. Any Candidate shall have the right to request a recount of the votes. Any application for a recount of votes must be made in writing to the General Manager within forty-eight (48) hours of the result being displayed within the Club.

- 12.4.4.2. If a recount of votes is required, the following process will be adopted:

- a) the recount will be conducted by the Returning Officer and appointed scrutineers who were not involved with the original count; and
- b) Candidates that have requested a recount may have a representative present at the recount but cannot participate in the actual counting of votes.

12.4.4.3. In the event of a tie, the Returning Officer has a casting vote.

Resignation

- 12.5.
- a) A Director may resign by signing a written notice of resignation and giving it to the Board of Directors. The notice of resignation is effective when it is received by the Board of Directors or at a later time specified in the notice.
 - b) Directors are deemed to have resigned if they are absent from (3) consecutive meetings of the Board of Directors without leave of the Board.

Removal from Office

- 12.6.1
- a) A Director of the Board may be removed from office for any reason which the Board of Directors deems expedient in accordance with the following:
 - I. the Board's Directors shall convene an Extraordinary Meeting of the Board of Directors to consider the removal;
 - II. the Board of Directors must give seven (7) days' notice in writing to the Director in question, informing him or her of his or her right to appear and be heard at that Meeting;
 - III. after the Director in question has had the opportunity to be heard, the Meeting may elect to remove him or her from office by a motion passed by a seventy five percent (75%) majority vote; and
 - IV. if the Meeting elects to remove the Director, such removal shall be effective immediately.
 - b) On receipt of a notice of motion of no confidence in one (1) or more Board Member(s) signed by five percent (5%) of the total Club membership, or fifty (50) eligible Financial Members (whichever is the greater), the Board of Directors shall convene a Special General Meeting and proceed in accordance with Rule 17.
 - I. In the event that a notice of motion of no confidence is raised against more than one (1) Board Director/s those directors will be removed from Office effective immediately.
 - II. If this results in the Board having less than the required total of five (5) Board members the meeting may temporarily appoint Life members of the Club to those positions if they are willing and able.
 - III. Should there be no available Life Members an election will be required to take place within one (1) calendar month during which time the General Manager will assume the governance role.
 - c) A Director, who has been convicted of any offence which in the opinion of a majority of the Board brings the Club's name into disrepute shall automatically and immediately be removed from office.
 - d) A Director, who becomes disqualified from holding office in accordance with Section 47(3) of the Incorporated Societies Act 2022 shall automatically and immediately be removed from office.
 - e) The Board may elect to remove a Director who becomes physically or mentally incapacitated to the extent that he or she cannot carry out his or her duties.

- f) No Director whom has been removed from office shall be eligible for re-election without the consent of a Club's General Meeting.

Vacancy

- 12.7.1. Any vacancy in any Board of **Director's** position that is not filled at an election, or which occurs between elections shall be filled by the next highest polling candidate at the preceding election or not filled as the Board of Directors see fit, providing a quorum remains.
- 12.7.2. If there are fewer members elected than are vacancies, the Board can appoint members (co-opt) to make the minimum Board number required (**refer to Rule 12.1.1.**), until the next Annual meeting when those co-opted can be nominated for election.

Appointed position vacancy

- 12.7.3. In the event that the position of Auditor, Accountant or Returning Officer become vacant, the Board of Directors shall engage a replacement.

Board Directors' Powers

- 12.8.1. The Board of Directors 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 General Manager or to a committee formed under Rule 12.9(c).;
 - e) co-opt any person to assist with its functions;
 - f) from time to time, as they see fit make By-laws that are consistent with the Constitution of the Club for operational purposes. A Register of these By-laws must be kept and members must have access to the register on request;
 - g) from time to time, borrow or raise from any financial institutions, or from Members by a levy, or from any other source, such sums of money in such manner, as the Board of Directors deems necessary, to effectively or more effectively carry out the objects of the Club;
 - h) consider and develop policies pertaining to the operation of the Club or as required by Law; and
 - i) of its own motion, the Board of Directors may demand an audit of Club affairs.

Special Expenditure

- 12.8.2.1 Any resolution passed by the Board involving an item of capital expenditure in excess of one hundred and fifty thousand dollars (\$150,000) shall be displayed prominently within the Club for a minimum of fourteen (14) days.
- 12.8.2.2 Should more than two hundred (200) members sign a protest against the proposed expenditure before the expiration of the said fourteen (14) days, such resolution shall not then take effect until it has been submitted and approved at a Special or Annual General Meeting.

Board of **Directors' duties**

- 12.9. Directors 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;

- c) **comply** with the Act and the Club's Constitution, By-laws, Policies and Procedures;
- d) act in good faith and the best interests of the Club;
- e) exercise a degree of care and diligence of a reasonable person with such responsibilities;
- f) not allow the Club's activities to be carried on in a reckless manner or in a way likely to create a substantial risk of serious loss;
- g) not allow the Club to incur obligations that the Officer does not reasonably believe will be fulfilled;
- h) abide by the Board Director's Code of Governance; and
- i) any other duties which the Club's Board of Directors may from time to time determine.

Interest's Register

- 12.10. The Club's Board of Directors must keep and maintain a Register of Disclosures made by Officers under Section 58 of the Incorporated Societies Act 2022.
- a) The Interest's 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 Director who is interested in a matter:
 - I. must not vote or take part in a decision of the Board of Directors 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 take part in any discussion of the Board of Directors relating to the matter and be present at the time of the decision.

Remuneration

- 12.11.1. A Director shall not hold or be appointed or elected to any salaried office of the Club.
- 12.11.2. Nothing in these Rules shall prevent the payment:
- a) in good faith of reasonable and proper remuneration to any officer or employee of the Club;
 - b) in good faith of reasonable and proper remuneration to any Member of the Club in return for services actually rendered;
 - c) of interest at a rate not exceeding interest at the rate for the time being charged by the Club's bankers overdraft interest rate; or
 - d) of reasonable and proper rent for premises dismissed or let by any Member to the Club.

13. PRESIDENT AND VICE PRESIDENT

- 13.1. The President shall preside over all meetings of the Board of Directors and over all Annual and Special General Meetings of the members, in the absence of the President the Vice-President shall preside.
- 13.2. At all meetings the President shall be entitled to a casting vote.
- 13.3. The President, Vice-President and General Manager shall be the three (3) contact persons, with whom the Registrar of Incorporated Societies can contact when needed.

- 13.4. The President shall be the Club's representative with the General Manager, in matters of Club business.
- 13.5. In the event of a vacancy of the office of 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 Board of Directors shall elect a Director to that role for the remainder of the term.
- 13.6. the President and Vice-President shall be ex-officio members of all sub-committees, and **Sections**.

14. AUDITOR

- 14.1. The Club's accounts shall be audited annually 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 New Zealand; and
 - b) not be a Director nor hold any other office in the Club.
- 14.2. The Auditor shall be paid such fees as invoiced from time to time.
- 14.3. The Auditor shall have the power to call for the production of all books, papers and documents (including electronic documents) relating to the affairs of the Club. The financial statements shall be audited by him or her and, if correct, certified under his or her hand before they are submitted to the Annual General Meeting.

15. GENERAL MANAGER

- 15.1.1. The General Manager shall be accountable to the Board of Directors being that body's only direct employee.
- 15.1.2. All other employees shall be under the direct control of the General Manager.
- 15.1.3. The General Manager shall be answerable only to the President, or in his absence the Vice President, through whom all Board of **Directors'** business shall be directed.

Role and responsibilities

- 15.2.1. The role and responsibilities of the General Manager shall be detailed in:
- a) a Position Description, which shall be kept up to date by the Board of Directors; and
 - b) an Employment Agreement.
- 15.2.2. It shall be the duty of the General Manager to carry out all duties as are required to manage the affairs of the Club.

Meetings

- 15.3. The General Manager shall attend and take part in all meetings of the Board of Directors and General Meetings of the Club except on occasions where the collective Board of Directors decides otherwise. The General Manager shall not be entitled to exercise a vote on any question.

Club's representative

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

Secretary

- 15.5. The General Manager can appoint a Secretary whose duties shall be:
- a) to take minutes of Board of Directors and other meetings as required; and
 - b) nothing in this Rule shall preclude the General Manager engaging outside professional services to undertake minutes of General meetings and dispute hearings.

16. ANNUAL GENERAL MEETING

Notices

- 16.1.1. The Annual General Meeting of the Club shall be held within six (6) months of the Club's financial year end, normally not later than the 3rd third Sunday in June (allowing for public holidays) at 10am.
- 16.1.2. Notice of the upcoming Annual General Meeting shall be displayed for at least twenty-one (21) days prominently within the Club.
- 16.1.3. At least fourteen (14) days before the Annual General Meeting, the following shall be posted within the Club:
 - a) notice of any other business to be transacted at the Meeting.
- 16.1.4. Any financial member can receive a copy of the Annual Report from the General Manager seven (7) days prior to the AGM or earlier if received prior to that from Auditors.
- 16.1.5. If, for any valid reason, the Annual General Meeting cannot be publically held as specified above in [Rule 16.1.1.](#), it may be postponed to any date allowed by legislation.

Quorum

- 16.2. The General Meeting of the Club must be held by a quorum of members – refer [Rule 18.2.](#)
- 16.3. Participation in the meeting may be in person however, in extraordinary circumstances the Board of Directors may permit attendance via audio link, audio-visual link or other electronic communication.

Meeting Agenda

- 16.4. The order of business at the Annual Meeting shall be:
 - Welcome
 - Apologies (only in writing)
 - Obituaries – a minute's silence
 - Minutes of the previous Annual Meeting and/or Special meeting
 - Confirmation of these minutes and matters arising from same
 - Correspondence
 - Providing notice of the disclosures of interests, including a brief summary of the matters, or types of matters to which those disclosures relate, should they not be printed in the Annual Report
 - President's Report and its adoption
 - Considering, and if necessary, taking action on, any motion relating to the annual report or Financial Statements
 - Appointment of the Club's Auditor
 - Appointment of the Returning Officer
 - Following a recommendation from the Board of Directors:
 - approve honorariums for the President, Vice-President and Board Directors
 - confirm subscriptions
 - Life membership (should there be a recommendation)
 - Considering, and if necessary, taking action on, any other motion of which due notice pursuant to [Rule 18.6.\(b\).](#) has been given
 - Considering written General Business
 - Announcement of the results of the election and handover to the interim Board of Directors.

17. SPECIAL GENERAL MEETING

- 17.1. The Board of Directors shall convene a Special General Meeting, if at any time:
 - a) the Board of Directors considers such a meeting necessary or desirable; or

- b) the General Manager receives a written requisition to do so signed by not less than five percent (5%) of the **eligible** membership, stating the purpose of the Meeting requisitioned, in which case the meeting must be convened for that purpose only.

Notice

- 17.2. Notice specifying the time and place of a Special General Meeting, its purpose and an agenda shall be displayed prominently within the Club for at least twenty-one (21) days prior.

18. CONDUCT OF GENERAL MEETINGS

Chairperson

- 18.1. At all General Meetings the Chairperson shall be.
 - a) the President; or
 - b) in his or her absence, the Vice-President; or
 - c) in the absence of both the President and the Vice-President, a Board Director elected by the Meeting; or
 - d) if the Board of Directors deem it necessary, to acquire the services of an independent Chairperson due to the nature of the business to be discussed at a Special General Meeting.

Quorum

- 18.2.1. The quorum for a General Meeting shall be fifty (50) **eligible** members.
- 18.2.2. If a quorum is not present at an adjourned Meeting, the Meeting shall lapse. If a quorum is not present for an Extraordinary General meeting, the agenda as displayed prominently within the Club shall automatically revert to the Board of Directors to adjudicate on.

Minutes

- 18.3. Minutes of all General Meetings are required to be kept.

Adjournment

- 18.4. A General Meeting shall be adjourned if:
 - a) a quorum is not present within half an hour (30 minutes) after the time fixed for the Meeting; or
 - b) a quorum is present and the Meeting elects to adjourn.
- 18.5. If a Meeting is adjourned, the Board of Directors shall, with the General Manager:
 - 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 prominently within the Club.

Resolutions

- 18.6.
 - 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 General Manager at least twenty-one (21) days before the Meeting and such notice of motion shall be posted prominently within the Club.

Procedure

- 18.7. 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 Chairperson shall decide whether any amendment proposed to a resolution is a substantial amendment or not;
- d) if an open discussion of any subject is required, 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) when 'in Committee' no Member shall speak for more than five (5) minutes at a time; and
- f) when 'in Committee' any Member may move that the ordinary meeting shall be resumed, and such motion shall be immediately put and decided by a show of hands.

Majority vote

- 18.8.1 Except as otherwise provided by these Rules, all motions shall be decided by majority vote.
- 18.8.2. At any General Meeting:
 - a) each financial Ordinary and Life Member shall be entitled to be present and to give one (1) vote on all motions;
 - b) voting shall be on show of hands in the first instance;
 - c) a declaration by the Chairperson 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 Chairperson shall have a casting vote.

19. BOARD OF DIRECTORS' MEETINGS

- 19.1. The Board of Directors shall meet regularly at a time and place to be determined by the Board of Directors, or on a requisition in writing to the General Manager, setting out the purpose for which the Meeting is required. A date for a Board of Directors' Meeting must be set within four (4) days of the General Manager receiving a requisition under this clause.
- 19.2. At all Board Meetings, the Chairperson 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 Director elected by the Meeting.
- 19.3.1. The quorum for a Board Meeting shall be one more than half of its members.
- 19.3.2. The General Manager shall not be part of a quorum.
- 19.3.3. Board Directors unable to attend a meeting in person may interact through a recognised app and will be regarded as part of the quorum.

- 19.4. Minutes of all Board meetings are required to be kept.

Adjournments

- 19.5.1. Any Board of Directors' Meeting shall be adjourned if:
 - a) a quorum is not present within half an hour (30 minutes) after the time fixed for the Meeting; or
 - b) a quorum is present and the Meeting elects to adjourn.
- 19.5.2. If a Board of Directors' Meeting is adjourned, the Board of Directors shall:
 - a) fix a new date not more than fourteen (14) days later; and

- b) give at least three (3) days' notice of the adjourned Meeting to each Board Director.

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

Voting

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

19.6.2. In the event of equal votes being cast, the Chairperson shall have a casting vote.

19.6.3. Urgent decisions may be voted on between meetings if required. Any vote from Board Members must be in writing in either signed hard copy or via email.

20. ACCOUNTS

Financial Transactions

20.1. All transactions shall be completed in accordance with the Club's Financial Transactions Policy.

20.2. It shall be the right of not less than five percent (5%) or two hundred (200) eligible Members (whichever is the lessor) to demand an audit of the Club's affairs.

21. ACCESS TO INFORMATION

21.1. Members have the right to request information held by the Club, including but not limited to, copies of financial reports and minutes of confirmed general and/or Board of Directors' meetings.

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

21.3. 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.

21.4. 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.

21.5. Any costs incurred in the compiling of the information may be passed onto the requestor.

22. SECTIONS

22.1. A Section may be formed within the Club for sporting or special interest groups subject to approval from the Board of Directors, such Sections are bound by the Rules and By-laws of the Club at all times along with their Section's Procedures and Guidelines.

Procedures and Guidelines

- 22.2.1. All Sections must have **Procedures and Guidelines** that are consistent with this Constitution. It must be approved by **both** the Club's Board of Directors and at a Section's General Meeting. If the Section's **Procedures and Guidelines** are inconsistent with the Club's Constitution, then the Club's Constitution will prevail.
- 22.2.2. The Section's **Procedures and Guidelines** are not in force until they are signed and dated by the **Section's Chairperson (unless the use of term "President" is approved by the Club's Board of Directors)** and one (1) other Section Committee member **before being lodged** with the **Club's** General Manager.

Committee

- 22.3.1.1. A Section Committee must have a minimum of three (3) committee members, one (1) of whom is the Section's Chairperson **and another is the Section's Treasurer**.
- 22.3.1.2. The Section will allocate the committee duties as required.
- 22.3.1.3. The Section must have three (3) signatories for financial **transactions**, one (1) of whom must be the Section's **Treasurer**. **For withdrawals the Treasurer must be a signatory with either of the other two (2) nominees, preferably** committee members, none of whom may be a **'close relation' – Definitions, clause 2.3.2. refers**.
- 22.3.1.4.. Office holders of Sections are not Club Officers by virtue of holding such office.

'Ex officio' to Section Committees

- 22.3.2. The Club's President, Vice-President and General Manager shall be 'ex officio' to all the Club's Section committees and sub-committees.

Section winding up

- 22.4. The Club's Board of Directors shall have the power to suspend or dissolve any Section it believes is acting inappropriately or to the detriment of the Club.

Finance

- 22.5.1. Any assets of the Section are the assets of Papanui Club Incorporated.
- 22.5.2. All monies received for the Section shall be paid into the Section's account in accordance with the Club's Financial **Transactions** Policy.
- 22.5.3. All accounting, taxation, financial reporting and legal compliance responsibilities of the Section shall rest with the Club.
- 22.5.4. Sections shall use the Club's accounting services in accordance with the Club's Financial **Transactions** Policy.

Indemnity

- 22.6.1. The Committee of the Section shall not do, nor omit to do, anything that is likely to prejudice or not be in the best interests of the Club.
- 22.6.2. Members of a Section involved in any activity of or related to the 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.

Section Membership

- 22.7. Anyone wishing to be a member of any Section must first be a financial member of Papanui Club Inc.

Section Rule changes

- 22.8.1. Any changes or amendments to a Section's Rules must be submitted to the Board of Directors for endorsement before being presented to a Section Annual General Meeting, as in [Rule 22.2.](#) above.

Recess

- 22.9.1. The Section may, for reasons determined at an AGM or a Special Meeting, advise the Papanui Club's Board of Directors in writing that the decision has been made to put the Section into recess.

- 22.9.2. If a Section's membership falls below ten (10) it may be given thirty (30) days by the Papanui Club Board of Directors to bring its membership up to the minimum threshold and if this is not achieved the Section may be placed in recess until that figure is reached. The Section's reinstatement is at the discretion of the Board of Directors.
- 22.9.3. During the period of recess, the said Section's activities shall cease and access to its funds will be denied, but the Club may pay any outstanding accounts at its discretion.
- 22.9.4. After six (6) months in recess such Section shall be wound up.

Winding up

- 22.10. If, at Special meeting of a section, seventy-five (75%) percent of those present resolve to wind the Section up, the Section account shall be frozen as soon as possible except for payment of authorised outstanding accounts. All monies and assets are the property of Papanui Club Inc.

23. PROPERTY

- 23.1. 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.
- 23.2. 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.
- 23.3. 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.
- 23.4. No portion of the income or property of the Club shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to the members of the Club.

24. VISITORS – AUTHORISED CUSTOMERS, AUTHORISED VISITORS AND GUESTS

Authorised Customers

- 24.1. Only those customers, members, affiliated members, or any other person, may be served alcohol in accordance with national or other legislation.
- 24.2. Authorised Customers, Authorised Visitors and their guests are bound by the Rules of this Club whilst they are on the Club's premises.
- 24.3. 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's premises - [Rule 11](#) refers.

25. ALTERATIONS OF CONSTITUTION RULES

- 25.1. This Constitution may be revised or amended by a resolution passed by a majority of the financial Ordinary and Life Members present at a General Meeting.
 - a. Notice of said meeting must specify the rule changes being proposed and be prominently displayed within the Club at least twenty-one (21) days prior to the meeting being held.

Minor and Technical Amendments

- 25.2. The Board of Directors may 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 Incorporated Societies Act 2022.

Resolution in lieu of meeting

- 25.3. A written resolution may be passed via this method in accordance with the Incorporated Societies Act.
- 25.4. Any amendments to this Constitution made under this take effect from the date of registration with the Registrar of Incorporated Societies.

26. BY-LAWS AND STANDING ORDERS

- 26.1. The Board of Directors from time to time may make, alter, and rescind By-laws and standing orders incidental to the operations of the Club, so long as they are in conformity with these Rules.
- 26.2. A register of **By-laws** must be kept and available to members.

27. WINDING UP AND/OR LIQUIDATION

- 27.1. The Club may be wound up, or liquidated, or removed from the Register of Incorporated Societies in accordance with the provisions of the Act.
- 27.2. The General 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 of the Special General Meeting at which any such proposal is to be considered, the reasons for the proposal, and of any recommendations from the Board of Directors in respect to such notice of motion.
- 27.3. Any resolution to wind up the Society or remove it from the Register of Incorporated Societies must be passed by seventy five percent (75%) of all members present and voting.
- 27.4. The Club may be put into liquidation:
 - a) at a Special General Meeting called by the Board of Directors for that purpose; or
 - b) as provided for in the Incorporated Societies Act or other statutes.
- 27.5. If the Club is wound up, or liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any Member.
- 27.6. On the winding up of the Club or liquidation or removal from the Register of Incorporated Societies, its surplus assets after payment of all debts, costs and liabilities shall be vested in a not-for-profit organisation or institution to be determined by the Special General Meeting.

28. MATTERS NOT PROVIDED FOR

- 28.1. If any matter arises which is not, or which in the opinion of the Board of Directors is not provided for by or under these Rules, it shall be determined by the Board of Directors in such manner as it shall deem fit, and every such determination shall be binding upon the Club and constitution shall be no later than two (2) years since the last election members unless and until set aside by a resolution of a General Meeting.

29. REPEALS AND SAVINGS

- 29.1. The Rules of the Club operative at the date of adoption of these Rules are hereby repealed, but all existing appointments to office and all acts of authority which originated thereunder and are subsisting or in force on the coming into operation of these Rules shall ensue as if they had originated under these Rules.

30. TRANSITION

- 30.1. The first (1st) election for the Board of Directors held under this Constitution shall be no later than two (2) years since the last Executive election.

Appendix 1 Complaint Form

| PAPANUI CLUB INC. Complaint Form | |
|---|--|
| Name of Complainant: | |
| Member No./Position: | |
| Contact Details: | |
| Name of Person complained about: | |
| Complaint details: <div style="text-align: right;"> Date: Time: Location: </div> | |
| Nature of complaint: (use additional pages if necessary) | |
| Witnesses to complainant (if any): | |
| Describe remedy sought (although this may not be determinative): | |
| Signature of Complainant | |

PAPANUI CLUB INC.

Advice of Complaint

To:

(Member)

The General Manager has received (or made) a complaint regarding your behaviour/conduct on _____ (date) at _____ (location).

The Board of Directors has determined a Disciplinary Committee shall hear and determine the complaint.

The members of the Disciplinary Committee are:

You are asked to attend before the Disciplinary Committee as follows:

Details are:

Venue:

Date:

Time:

You are entitled to bring legal representation or a support person with you.

You will be asked whether you accept or deny the allegation.

If you accept the substance of the complaint you will be invited to make submissions on what penalty, sanction or orders if any, the Disciplinary Committee should impose on you.

If you deny the substance of the complaint the Disciplinary Committee will decide whether to hear the complaint or adjourn the hearing (if it is necessary for witnesses to be called).

If the complaint is found proven you will be invited to make submissions on what penalty, sanction or orders if any, the Disciplinary Committee does impose on you.

Appendix 3. Appeal Form

| PAPANUI CLUB INC. Appeal Form | |
|--|--|
| Name of Appellant: | |
| Member No./Position: | |
| Contact Details: | |
| Reason for Appeal | |
| Specific Grounds for Appeal | |
| Appellant's Signature | |

Appendix 4. Decision of the Disciplinary Committee Form

| PAPANUI CLUB INC. Decision of the Disciplinary Committee | | |
|---|---|------------|
| 1. | Name of Complainant | |
| 2. | Name of Respondent | |
| 3. | Nature of Complaint | |
| 4. | Jurisdiction to hear complaint | |
| 5. | Position of Respondent | Agree/Deny |
| 6. | Complainant's case | |
| 7. | Respondent's case | |
| 8. | Issues to be determined | |
| 9. | Assessment of respective case | |
| 10. | Given reasons why complaint is accepted or rejected | |
| 11. | Decision | |
| 12. | Consider adjournment to impose penalty or hear submissions on penalty | |