

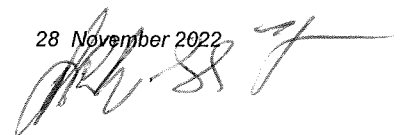
**Johnsonville Club Inc**

# **CLUB RULES**

**Registered with Incorporated Societies  
28 November 2022**

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1. **NAME**

1.1 The name of the Club shall be Johnsonville Club Incorporated.

2. **DEFINITIONS AND INTERPRETATION**

2.1 **Definitions: in these rules, unless the context requires otherwise:**

"**Adjunct**" means an adjunct or section of the Club formed for sporting and or other special interest groups within the Club.

"**Annual Subscription**" is the amount payable annually by members in accordance with Rule 7.

"**Auditor**" means the Club's auditor pursuant to Rule 14.

"**By-law**" means a By-Law made by the Board and as may be amended from time to time, pursuant to Rule 5.1(h),

"**Chairman**" means the person who is Chairman of a Meeting pursuant to Rule 20.1 and 21.2.

"**Club**" means **Johnsonville Club Incorporated**.

"**Corporate Member**" means a corporate body elected to Corporate Membership of the Club pursuant to Rule 6.6.

"**Country Member**" means any person accepted for Country Membership pursuant to Rule 6.5

"**Board**" means the Club's Board as set out in Rule 11.

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

"**Board Member**" means one of the people comprising the Board set out in Rule 11.1 and elected pursuant to Rule 12 or appointed pursuant to Rules 11.7 or 17.

"**Financial Member**" means a Life Member or an Ordinary Member or a Country Member or a Corporate Member or a Provisional Member elected pursuant to Rule 6 with no outstanding subscription or other payment due to the Club.

"**Financial Year**" means the Club Financial year of 1 September to 31 August.

"**Financial Statements**" means the Club's Statements of Financial Position and Financial Performance made up to the last day of the year.

"**General Meeting**" means an Annual General Meeting or Extraordinary General Meeting 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.

"**Legal Drinking Age**" means the age at which a person may be sold or supplied with Alcohol under the Sale and Supply of Alcohol Act 2012 or its amendments or any Act in substitution thereof.

"**Life Member**" means a person elected to Life Membership of the Club pursuant to Rule 6.4.

"**Meeting**" means a General Meeting or a Board Meeting.

"**Member**" means any Ordinary, Country, Corporate, Provisional or Life Member of the Club as set out in Rule 6.

"**Minute Secretary**" means a person appointed in terms of Rule 16.

"**Month**" means calendar month.

"**Ordinary Member**" means a person elected to Ordinary Membership of the Club pursuant to Rule 6.2.

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

"**Provisional Member**" means any person accepted for Provisional Membership pursuant to Rule 6.7

"**President**" means the Club's President elected pursuant to Rule 12.

"**Real Property**" means any Land, Building or any alteration to or extension of any Building.

"**Rules**" means these rules, as amended from time to time.

"**Secretary/Manager**" means the Club's Secretary/Manager appointed pursuant to Rule 15.

"**Treasurer**" means the Club's Treasurer appointed pursuant to Rule 17.

"**Vice-President**" means the Club's Vice-Presidents elected pursuant to Rule 12.

"**Visitor**" means a person not being a member, or the guest of a member, or the guest of a member of an Affiliated Club.

"**Year**" means the Club's financial year of 1 September to 31 August

## 2.2

### **INTERPRETATION:**

In these rules, unless the context otherwise requires:

- (a) The table of contents and headings are inserted for convenience only and shall be ignored in construing these rules;
- (b) Where any word or expression is defined in these rules, any other grammatical form of that word or expression has a corresponding meaning.
- (c) The singular includes the plural and vice versa.

- (d) 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
- (e) Where a number is expressed as a percentage, the resulting number shall be rounded down to the nearest whole number below it.
- (f) In the interpretation of these rules, the decision of the Board shall be final and binding.

### **3. REGISTERED OFFICE**

- 3.1 The registered office of the Club shall be at the Club Rooms of Johnsonville Club Inc at 1 Norman Lane Johnsonville or such other place as the Board shall from time to time decide.

### **4. OBJECTS**

- 4.1 The objects for which the Club is established are as follows:
  - (a) To conduct, administer and maintain a Licensed Club for its members and for such persons as are authorised from time to time pursuant to these Rules and in accordance with the terms of any licence granted to the Club;
  - (b) To provide amenities and cultural activities;
  - (c) To promote sports;
  - (d) Generally to provide an atmosphere where the members may meet and enjoy companionship with one another.

### **5. POWERS**

- 5.1 The club has the power to do the following in the pursuance of its objects, subject to any limitation imposed by these rules:
  - (a) To fund its activities by subscriptions or payments from Members, fees, or other income;
  - (b) To borrow, raise or secure the payment of money in such manner as the Club shall think fit, with or without security;
  - (c) To purchase, sell, lease, exchange, maintain, improve, hire, dispose of, manage, invest, lend, mortgage, charge, gift or otherwise deal with any real or personal property pursuant to the provisions of rule 11.8(a) of these rules;
  - (d) To invest, lend or deal with any monies of the Club not required for immediate use in such government or local body securities or on bank deposits as the Club may think fit;
  - (e) To employ and remunerate staff;
  - (f) To form and disband Adjuncts;

- (g) To enter into any contract, make any arrangements, or undertake any activity for the financial or other benefit of the Club;
- (h) To make 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 1908 or the Sale and Supply of Alcohol Act 2012 or the Gambling Act 1999;
- (i) To conduct any other functions outlined in these Rules;
- (j) To use any rights or privileges that the Club may deem necessary or convenient for carrying out its powers, or furthering its objects under these Rules;
- (k) To do anything incidental or conducive to the attainment of any of the objects of the Club.

## 6. MEMBERSHIP

6.1 **Classes of Membership:** The Members of the Club shall be divided into the following classes:

- (a) Ordinary;
- (b) Life;
- (c) Country;
- (d) Corporate;
- (e) Provisional.

6.2 **Ordinary Membership:** Persons of at least the Legal Drinking Age may apply to become Ordinary Members of the Club in accordance with the following Rules:

- (a) Each candidate for membership shall be nominated in writing by two (2) Life or Ordinary Members of the Club on the form provided for the purpose. The nomination form shall include the candidate's:
  - (i) full name;
  - (ii) date of birth;
  - (iii) residential address;
  - (iv) postal address;
  - (v) occupation;
  - (vi) telephone/internet contact details;
  - (vii) undertaking that they will abide by the Rules and By-laws.
- (b) The candidate shall deposit, at the time of nomination, such sum as may be directed by the Board. Such fee shall not exceed the sum of the subscription for the class of membership applied for.
- (c) Election shall be by written agreement by a minimum of four Board members and the President the Monday following submission and full payment of the application.
- (d) Nominees for membership shall have the rights and privileges of guests until they are elected to membership pursuant to Rule 6.2
- (e).

- (e) In the event that the application is not approved by the Board, the candidate and nominators shall be informed in writing of the decision and any fee paid shall be refunded to the candidate.
- (f) Nominees not accepted by the Board shall not be eligible to reapply for nomination for a period of twelve (12) calendar months.
- (g) Members aged 65 years and older will pay 50% of the annual Ordinary membership rate for existing members. The reduced rate will take effect at the subscription renewal after the member turns 65. New members aged 65 years or older at application, will qualify for the reduced rate.
- (h) Members who have been ordinary members for 25 consecutive years will pay 50% of the annual ordinary membership rate. The reduced rate will take effect at the subscription renewal following 25 years of consecutive membership.

**6.3 Life Membership:**

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

- (a) The Board may elect to recommend a Member for Life Membership;
- (b) A Life or Financial Ordinary Member may propose, and another Life or Financial Ordinary Member may second a Member for Life Membership in writing, and that nomination shall be forwarded to the Board;
- (c) No nomination for Life Membership shall be put to an Annual General Meeting unless it has the support of the Board;
- (d) The Board shall post notice of its intention to recommend a Life Member on the Club's notice-board for Ten (10) clear days prior to the Annual General Meeting in any Year;
- (e) The Club may elect a Member recommended by the Board 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.

**6.4 Country Membership:**

- (a) Any person who permanently resides more than 30km from the Club may apply for Country membership. The application will be treated in accordance with Rule 6.2.
- (b) Ordinary members may elect to transfer their membership status to Country membership as follows:
  - (i) The member's permanent residence is not less than 30 km from the Club's Rooms.

- (ii) The member has been an Ordinary member for at least one year at date of transfer.
- (c) A Country member may apply for reinstatement as an Ordinary member at any time on payment of the difference in the current year's subscription.

6.5 **Corporate Membership:**

An Association, Club or other Incorporated Body may apply to become a Corporate Member of the Club as follows;

- (a) Applications shall be in writing to the Board and include;
  - (i) the Registered name of the Corporate Body;
  - (ii) the purpose for which the Corporate is established;
  - (iii) the Registered address;
  - (iv) the purposes for which the Corporate wishes to operate the membership;
  - (v) The names of the proposed affiliates of the corporate member;
  - (vi) an undertaking that it will abide by the Rules and By-Laws of the Club and any other conditions which may be set by the Board.
- (b) A Corporate Membership shall be the equivalent of five (5) Ordinary Memberships and at all times the Annual Subscription fees payable by a Corporate Member shall be not less than five (5) times the Ordinary Members subscription set pursuant to Rule 7.
- (c) The total number of named Affiliates shall be agreed between the Board and the Corporate Member.
- (d) At least one of the named Affiliates of the Corporate Member shall be present at each activity or event conducted by the Corporate Member.
- (e) The Corporate Member will obtain written approval from the Board for each occasion on which it wishes to hold an activity at the club.
- (f) Those persons who are listed by the Corporate Member as Affiliates, shall be deemed to be members of and subject to the rules of the Club subject to the following;
  - (i) the right of entry to the club premises is restricted to such times as the Corporate Member is conducting an activity in the Club;
  - (ii) they shall at all times carry and provide on request the form of Identification agreed between the Board and the Corporate Member.
- (g) Affiliates of a Corporate Member shall not:



- (i) be eligible to hold any Office in the Club;
- (ii) represent the Club in any capacity or activity;
- (iii) have voting or speaking rights at meetings of the Club;
- (iv) have reciprocal visiting rights with other Clubs or Associations;

6.6 **Provisional Membership:**

6.7 Persons of at least the Legal Drinking Age may apply to become Provisional Members of the Club in accordance with the following Rules:

- (a) The Board at its discretion may accept applications for Provisional Membership for a period not exceeding 21 days duration, for persons who are:
  - (i) considering application for Ordinary Membership,
  - (ii) visiting the locality for short term employment,
  - (iii) visiting relatives living in the locality.
- (b) Each candidate for Provisional Membership shall apply in writing on the form provided for the purpose. The Application Form shall include the candidates:
  - (i) full name,
  - (ii) date of birth,
  - (iii) usual residential address,
  - (iv) an undertaking that they will abide by the Rules of the Club.
- (c) The candidate shall deposit at the time of application such sum as may from time to time be directed by the Board.
- (d) The Candidate shall be issued with an appropriate Provisional Member Card, which shall be carried by the Candidate at all times while in the Club Rooms and shown on request by the Duty Manager or Board Member.
- (e) Provisional Members shall not:
  - (i) be eligible to hold any Office in the Club,
  - (ii) represent the Club in any capacity or activity,
  - (iii) have voting or speaking rights at meetings of the Club,
  - (iv) have reciprocal visiting rights with other Clubs or Associations,
  - (v) take part in any Club sporting fixture or other formal club competition,
  - (vi) be included in Club Membership draws.
- (f) Provisional Membership cannot be renewed beyond its 21 day term but the member may apply for Ordinary Membership at any

time during the 21 day term in accordance with the provisions of Rule 6.2 of these Rules.

6.7 **Rights and privileges:** Life, Ordinary and Country Members shall be entitled to:

- (a) Enter Club premises during such hours as may be defined by the Board;
- (b) Enter any Licensed Club with whom reciprocal visiting arrangements are in place, provided it is in accordance with that Club's Rules;
- (c) With the **exception** of Country Members:
  - (i) hold office in accordance with these Rules;
  - (ii) have an equal voice in all business of the Club.
- (d) Country or Corporate Members may attend any General Meeting of the club but shall not be entitled to speak to or vote on any matter before the meeting or to contribute to or participate in any referendum calling for a Special General Meeting.

6.8 **Junior Membership:**

Any person not of the legal drinking age may apply for Junior Membership of the Club, subject to the following:

- (a) The nomination is signed by two Life or Ordinary members, one of whom must be the applicant's parent, Legal Guardian or Adjunct representative and provide the applicants:
  - (i) Full name and date of birth
  - (ii) Residential address
  - (iii) Postal address
  - (iv) Email/Internet address
  - (v) Occupation
  - (vi) An undertaking to abide by the Rules and By-Laws of the Club.
  - (vii) The Candidate shall deposit at the time of application such sum as may from time to time be directed by the Board.
  - (viii) The Candidate shall be issued with an appropriate Junior Member card which shall be carried by the applicant at all times whilst in the Club Rooms and shown on request by the Duty Manager or Board Member
- (b) Junior members shall not:
  - (i) Be eligible to hold any office in the Club

- (ii) Enter the Gaming areas
  - (iii) Be served or purchase alcoholic beverages
  - (iv) Have voting or speaking rights at meetings of the Club
  - (v) Sign in any visitor or friend except under clause 6.7 (d)
  - (vi) Participate in any membership draws, or other non-sporting prize draws
  - (vii) Have reciprocal visiting rights with any other like association other than with their prior approval as a representative in a sporting competition.
  - (viii) Junior Membership will expire on the date the member becomes eligible for Ordinary membership and may apply in terms of Rule 6.2 of these rules
- (c) Where a Junior member has been approved as a representative in a sporting competition, it will be essential to check with each Club first to ensure they allow Junior Members into their Club.
  - (d) A Junior member has the right to invite one person as a guest on any one day to the Club, who is not a member but who is over the age of 15 years. This is subject to the guest being his or her parent, spouse or legal guardian.
  - (e) All Junior Members must join at least one Club Adjunct.

## 7. SUBSCRIPTIONS

- 7.1 The Annual Subscription shall be such sum as shall be determined by Members from time to time in Annual General Meeting or Extraordinary General Meeting.
- (a) The Annual Subscription shall be payable yearly in advance on or before the last day of August in each Year. Payments received after the last day in August, will be subject to a 50% late payment penalty.
  - (b) Five year memberships for Ordinary and Country memberships are available and are payable in advance. Subscriptions are 80% per year of the applicable annual rate. Except as covered under the provisions of Rule 6.2(g), there are no refunds.
- 7.2 Any member whose subscription or other dues are not paid by the **first** day of September in each year shall be deemed unfinancial and will remain so until all dues (including any late payment penalties) are paid.
- 7.3 Any Member whose subscription or other dues are not paid by the **last** day of September in each year shall:
- (a) Thereupon automatically cease to be a Member and his/her name shall be removed from any register of Members;

- (b) Not be relieved from payment of the Annual Subscription or of any other payment due or payable to the Club;
  - (c) Not be refunded any subscription or other payment already paid to the Club;
  - (d) Reapply for membership pursuant to Rule 6.2, 6.3, 6.5 or 6.6 if he/she wishes to be reinstated as a Member.
- 7.4 A Member incapacitated through illness, accident or distress may, on notice in writing given to the Secretary/Manager, have his/her subscription suspended or remitted.
- 7.5 Members joining the Club during the Financial Year shall pay subscriptions calculated pro rata at monthly rests based on the current Annual Subscription.

## 8. IMMEDIATE SUSPENSION

8.1 **Grounds for immediate suspension:** A Member shall be liable to be immediately suspended from the Club if he/she:

- (a) Removes any property of the Club from Club premises without the consent of the Secretary/Manager or Board;
- (b) Wilfully or recklessly damages any property of the Club and refuses to replace or make good the damage;
- (c) Persists with the use of obscene language or other disorderly conduct on Club premises after being cautioned by the Duty Manager or any Board Member;
- (d) Persists in creating a disturbance at any Meeting or other Club event, after being cautioned by a Duty Manager or a Board Member;
- (e) Uses or threatens violence to any person;
- (f) Contravenes any exclusion order or agreement that is in force, which restricts the Member from participating in gambling activities.

8.2 **Procedure for immediate suspension:**

- (a) Any Board Member or Duty Manager pursuant to Part 2, Subpart 7 of the Sale and Supply of Alcohol Act 2012 may immediately suspend a Member for the acts set out in Rule 8.1. A suspended Member shall be totally excluded from the Club's premises and Club activities from the time of committal of the offence until such time as the matter is dealt with by the Board.
- (b) The Board shall meet to consider the suspension in accordance with the procedures in Rule 9.2.

## 9. EXPULSION AND SUSPENSION

9.1 **Grounds for expulsion or suspension:** A Member shall be liable to be expelled or suspended from the Club if he/she:

- (a) Breaches these Rules;
- (b) Is convicted of:
  - (i) bookmaking; or

- (ii) an offence which, in the opinion of the Board, is likely to prejudice any licence held by the Club;
- (c) Commits an offence or does any other thing that in the opinion of the Board brings the Club into disrepute;
- (d) Does anything that in the opinion of the Board is inconsistent with the Objects of the Club;
- (e) Is found by the Board to have committed any of the acts set out in Rule 8.1.

**9.2. Procedure for expulsion or suspension:**

- (a) Any Member may notify the Board in writing if he or she believes a Member may be liable to expulsion or suspension pursuant to Rule 9.1;
  - (b) Within three (3) days of receipt of such notice, or of a Member being immediately suspended pursuant to Rule 9.1, the President shall call a Board Meeting to consider the notice of suspension;
  - (c) Such a Meeting shall be held within two (2) weeks of receipt of the notice or of the suspension;
  - (d) The Board must give the Member concerned at least seven (7) days' written notice of that Meeting, informing him/her of:
    - (i) the nature of the complaint;
    - (ii) how the complaint will be heard;
    - (iii) his/her right to appear and be heard at that Meeting and to have a member of the club present as a supporter or adviser;
    - (iv) the process of the Meeting.
  - (e) After the Member concerned has had the opportunity to be heard and if the complaint is found to be proven, the Board may elect to:
    - (i) expel him/her; or
    - (ii) suspend him/her for a determined period or until a particular event.
  - (f) Any Member expelled or suspended shall have the right to appeal under Rule 26.
  - (g) Any expulsion or suspension shall be entered in the minutes of the Board Meeting together with the name of the Member concerned and recorded on the Membership Register.
- 9.3 An expelled or suspended Member shall not be relieved from payment of any subscription, levy or other payment due or payable at the time of expulsion or suspension.
- 9.4 No subscriptions, levies or other payments already received by the Club as at the date of expulsion or suspension shall be refunded on expulsion or suspension.
- 9.5 A Member expelled on the ground of criminal conviction in 9.1(b) shall not be eligible for re-election to membership unless a period of at least

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twelve (12) months has passed since the date of expulsion, and a two thirds majority of Members at a General Meeting vote in favour.

- 9.6 A Member who has been suspended under this Rule is ineligible to stand for election for any position on the Board, for a period of two years from the last day of that suspension.

## 10. PROPERTY

- 10.1 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
- 10.2 organisation does not have the purpose of making a profit for a proprietor, member, or shareholder and prohibits a distribution of property in any form to a member, proprietor, or shareholder; and has a constitution that prohibits a distribution of property in any form to a member, proprietor, or shareholder.
- 10.3 No member of the organisation or any person associated with a member, shall participate in or materially influence any decision made by the organisation, in respect of the payment to or on behalf of that member or associated person of any income, benefit, or advantage whatsoever. Any such income shall be reasonable and relative to that which would be paid in arm's length transaction (being open market value)
- 10.4 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.
- 10.5 Any information which the Club provides for members, remains the property of the Club. Members must not pass any such information to any non-member without the written consent of the Board.

## 11. BOARD

- 11.1 **Board Members:** The general business, management and control of the Club shall be conducted by a Board comprising:
- (a) A President;
  - (b) Two Vice-Presidents;
  - (c) Six other Board Members;
  - (d) A Treasurer (if appointed.)
- 11.2 Office holders of Adjuncts are not Board Members or Club officials by virtue of holding such office.
- 11.3 **Eligibility:** Each Board member must be a Financial Life or Ordinary Member and qualify under the Gaming Act as a Key Person; and
- (a) For President shall have been a Financial Member for at least five (5) years immediately before nomination and have served at least one term on the Board;
  - (b) For Vice President and Board shall have been a Financial Member for at least two (2) years immediately before nomination.

- 11.4 **Term of office:** Board Members shall:
- (a) Remain in office until the next election for the Board following his/her election or appointment;
  - (b) Be eligible for re-election or appointment.
- 11.5 **Resignation:** A member of the Board may resign by notice in writing to the Board. Board Members are deemed to have resigned if they are absent from (3) consecutive meetings of the Board without leave of the Board.
- 11.6 **Removal from office:**
- (a) A member of the Board may be removed from office for any reason which the Board deems expedient. The Board may call on a Board member to resign and if that person does not resign the Board may proceed in accordance with the following:
    - (i) the Board shall convene an Extraordinary General Meeting to consider the removal in accordance with Rule 19;
    - (ii) the Board must give seven (7) days' notice in writing to the Board Member in question, informing him/her of his/her right to appear and be heard at that Meeting;
    - (iii) after the Board Member in question has had the opportunity to be heard, the Meeting may elect to remove him/her from office by simple majority vote;
    - (iv) if the Meeting elects to remove the Board Member, such removal shall be effective immediately;
  - (b) On receipt of a notice of motion of no confidence in a Board Member signed by fifty (50) Financial Members, the Board shall convene an Extraordinary General Meeting and proceed in accordance with Rule 19;
  - (c) A Board Member, who has been convicted of any offence which in the opinion of a majority of the Board brings the Club into disrepute, shall automatically and immediately be removed from office;
  - (d) The Board may elect to remove a Board Member who becomes physically or mentally incapacitated to the extent that he or she cannot carry out his/her or her duties as a Board Member;
  - (e) No Board Member who has been removed from office shall be eligible for re-election without the consent of a General Meeting;
- 11.7 **Vacancy:** Any vacancy in any Board position, which occurs between Annual General Meetings, shall be filled by the Board appointing another person to the vacant office provided that the person appointed is eligible for election in accordance with Rule 11.3.
- 11.8 **Powers:** The Board shall, subject to any limitations imposed by these Rules, have the power to:
- (a) Exercise all the powers and authorities of the Club except that any purchase or sale of any Real Property must be approved by a Resolution of a General Meeting 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, the chair of such Committees shall be carried out by a Board member;
- (d) Delegate such of its duties, powers and authorities to the Secretary/Manager or Treasurer or to a committee formed under clause 11.8(c), as it sees fit;
- (e) Co-opt any person to assist with its functions.

11.9 **Duties:** Board 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 and By-Laws or the terms of any Licence which may from time to time be granted to the Club;
- (b) In the execution of their duties, exercise fiduciary responsibility and act in the best interests of the Members;
- (c) Ensure that notices and signs as detailed in Appendix 2 are displayed where they can be seen clearly by Members and guests; and that they are current and valid.

## 12. ELECTION

12.1 The Board (except for the Treasurer) shall be elected in the following manner:

- (a) Nominations for Board Members must be:
  - (i) in writing on the form provided for the purpose;
  - (ii) proposed by a Financial Life or Ordinary Member and seconded by another Financial Life or Ordinary Member;
  - (iii) deposited with the Secretary/Manager at least twenty-one (21) days before the Annual General Meeting;
  - (iv) no member shall be associated with more nominations for any position than there are vacancies for that position.
- (b) If either of Rules 11.3 or 12.1(a) is not complied with then the nomination shall be void.
- (c) The election shall be made in person and not by proxy for any other person, by secret ballot on the Club's premises:
  - (i) for President and Vice Presidents at the Annual General Meeting;
  - (ii) for the six (6) Board members, on the Saturday immediately following the Annual General Meeting. The ballot will open at 11.00am and close at 7.00pm on the day of the election.
- (d) Where the number of nominations is no greater than the number of vacancies for each position, those persons nominated shall be declared Elected by the Returning Officer.



- (e) Should the number of Nominations for each vacancy be fewer than the number of vacancies, the Chairman of the Annual General Meeting shall call for nominations, pursuant to the provisions of rule 11.3 of these rules, from the floor of the Annual General Meeting to fill the remaining vacancy(s).

If there are more nominations than remaining vacancies, an election will be conducted at the Annual General Meeting.

- (f) In the event that a vacancy for any position remains unfilled after the Annual General Meeting, the provisions of Rule 11.7 will apply.

12.2 **Returning Officer:** The Secretary/Manager shall act as Returning Officer and shall supervise and oversee all aspects of the election of the Board, including but not limited to the preparation of a list of eligible voters, ballot papers, a sealed ballot box and the appointment of Assistant Returning Officers as appropriate.

12.3 **Scrutineers:** The Board shall before the Annual General Meeting appoint three (3) Scrutineers to undertake the counting of the ballot immediately following the closing of the ballot.

On completion of the counting, the Scrutineers shall provide the Returning Officer with the detailed results and counts of votes cast for each candidate and all ballot papers. The Returning Officer shall announce the detailed result and counts immediately following receipt of the result from the scrutineers and shall declare successful candidates elected.

12.4 **Absentee Voting:** A member not able to attend on the day of the Annual Meeting or on the day of the Election, for personal or family reasons, to personally cast a ballot, may apply to the Returning Officer for an absentee vote stating the reason for the application. The Returning Officer shall have sole discretion in determining if a reason is valid. The member must attend the Club Rooms personally to uplift the ballot paper which shall not be removed from the Club Rooms. The ballot is to be completed and placed in the sealed ballot box before the member leaves the Club Rooms. The Returning Officer will hand the sealed ballot box to the Scrutineers for inclusion in the ballot, along with the register of voters, prior to the commencement of the Election.

### 13. PRESIDENT AND VICE-PRESIDENTS

13.1 The President and Vice-Presidents shall be ex officio members of all Sub-Committees and Adjunct Committees.

13.2 The President and Vice-Presidents shall have the right of entry upon the Club premises at any time.

### 14. AUDITOR

14.1 The Club's accounts shall be audited annually by a suitably qualified person appointed by the members in the Annual General Meeting, who shall:

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

- 14.2 The Auditor shall have the right to attend any meeting of the Club at which the Club's financial affairs are under discussion, but shall not be entitled to exercise a vote on any question.
- 14.3 The Auditor shall be paid such fees as may be determined by the Board from time to time.
- 14.4 The Auditor shall have the power to call for the production of all books, papers and documents (including electronic documents) relating to the affairs of the Club. The Financial Statements shall be audited by him/her and, if correct, certified under his/her hand before they are submitted to the Annual General Meeting.

## 15. SECRETARY/MANAGER

- 15.1 The Board shall appoint a Secretary/Manager who shall be responsible within terms of a formal Agreement of Engagement and a formal Delegation of Authority issued by the Board for:
- (a) Compliance with all statutory requirements under the laws relevant to the operation of the Club, including but not limited to alcohol, gaming and health and safety.
  - (b) All aspects of the general administration of the Club including accounting and support services for the Board, and such other duties as are conducive to his/her office and that the Board shall decide from time to time.
  - (c) The day to day operation of the Club.
  - (d) The maintenance, cleanliness and service of the Club and its equipment.
  - (e) The engagement, dismissal, supervision and training of such employees as may be essential to provide adequate and efficient service to members, maintenance of the assets and control of the Club.
  - (f) The supervision and oversight of any Contractor or Service provider engaged to enhance the Club's activities or operation.
  - (g) Ensuring that the Club has a visitors' book available for guests to sign and the checking of the book to ensure that the Rules governing guests' attendance are complied with.
- 15.2 The Secretary/Manager shall report to the President on matters of his/her employment and performance.
- 15.3 The Secretary/Manager's remuneration shall be determined by the Board.
- 15.4 Nothing in this Rule shall preclude the engaging of outside professional services to assist in the performance of any of the above duties.

## 16. MINUTE SECRETARY

- 16.1 The Board may appoint a Minute Secretary who shall not be a member of the Board and whose duties shall be to:
- (a) Take minutes of Board and General Meetings;

- (b) Generally conform to such By-Laws as shall from time to time be made by the Board.
- 16.2 The Minute Secretary's honorarium or remuneration shall be determined by the Board.

## **17. TREASURER**

- 17.1 The Board may appoint a Treasurer who shall be a full participating member of the Board and will qualify for membership of the Board in accordance with the provisions of Rule 11.3 and who shall liaise with and assist the Secretary/Manager to:
  - (a) Prepare an Annual operating budget and business plan;
  - (b) Ensure that all monies received by the Club are paid into the Bank for the credit of the Club;
  - (c) Prepare a detailed report of the previous month's receipts and payments for each monthly Board Meeting and present it to that Meeting;
  - (d) Ensure that all taxes, levies, duties, and other payments required by statute are made before the due date;
  - (e) Ensure that all taxation and other financial returns required by statute are accurately completed and lodged by the due date;
  - (f) Prepare the Club's Financial Statements and present them to the Annual General Meeting each year.
- 17.2 The Treasurer's honorarium or remuneration shall be determined by the Board.
- 17.3 The Treasurer shall immediately bring to the attention of the Board, any financial irregularity or suspicion of financial irregularity, or any concern regarding the financial performance of the Club or any financial risks that the Club may face through its activity.
- 17.4 The Treasurer shall advise the Board and make recommendations on any capital expenditure and on any investments or other financial matters that are likely to have an effect on the Club's financial position.
- 17.5 Nothing in this Rule shall preclude the engaging of outside professional services to assist with the performance of any of the above duties.

## **18. ANNUAL GENERAL MEETING**

- 18.1 The Annual General Meeting of the Club shall be held not later than the last day of November in each year at such time and place as shall be fixed by the Board. At least thirty one (31) days notice shall be given in writing to all Financial Members, circulated to their last notified physical or electronic address and placed on the Club's Notice Board. The purpose of the meeting shall be to:
  - (a) Receive and adopt the Annual Report of the Board;
  - (b) Receive and adopt the Financial Statements of the Club;
  - (c) Consider and if necessary take action on, any motion relating to the Annual Report or Financial Statements;

- (d) Consider, and if necessary take action on, any other motion of which due notice pursuant to Rule 20.4(b) has been given;
  - (e) Consider any nomination for Life Membership in accordance with rule 6.4;
  - (f) Elect the Board of Appeal;
  - (g) Elect the Auditor;
  - (h) Consider any General Business;
  - (i) Elect the President and Vice Presidents.
- 18.2 At least ten (10) days before the Annual General Meeting, the following shall be given by notice circulated to each Member at their last notified physical or electronic address and posted on the Club's Notice Board;
- (a) The agenda of the Annual General Meeting;
  - (b) The Board's annual report;
  - (c) The Financial Statements;
  - (d) Details of any notice of motion given in accordance with Rule 20.4(b);
  - (e) Notice of any other business to be transacted at the Meeting, including the names and profiles of all candidates for Election to the Board.

## 19. EXTRAORDINARY GENERAL MEETING

- 19.1 The Board shall convene an Extraordinary General Meeting if at any time:
- (a) The Board considers such a Meeting necessary or desirable; or
  - (b) The Secretary/Manager receives a written requisition to do so signed by not less than fifty (50) Financial Members, stating the purpose of the meeting requisitioned, in which case the meeting must be convened for that purpose only.
- 19.2 Seven (7) days' notice specifying the time and place of an Extraordinary General Meeting, its purpose and an agenda shall be given by notice circulated to each Member at their last notified physical or electronic address and posted on the Club's notice board.

## 20. CONDUCT OF GENERAL MEETINGS

- 20.1 At all General Meetings, the chair shall be taken by:
- (a) The President; or
  - (b) In his/her absence, a Vice-President elected by the Meeting; or
  - (c) In the absence of the President and the Vice-Presidents, a Member elected by the Meeting.
- 20.2 The quorum for a General Meeting shall be five percent (5 %) of the Financial Members entitled to vote at the meeting. A General Meeting shall be adjourned if;
- (a) A quorum is not present within half an hour after the time fixed for the Meeting;
  - (b) A quorum is present and the Meeting elects to adjourn;

- (c) A quorum is not maintained throughout the meeting.
- 20.3 If a Meeting is adjourned, the Board shall:
- (a) Fix a new date not more than fourteen (14) days later;
- (b) Give at least three (3) days notice of the adjourned Meeting by notice posted on the Club's notice board.
- (c) 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 on the Notice Board shall automatically revert to the Board for adjudication.
- 20.4 **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/Manager 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.
- 20.5 **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) Without leave of the Chair, the mover of any resolution or substantial amendment to a resolution shall be allowed five (5) minutes in which to introduce the proposition and five (5) minutes for reply and any other speaker will be allowed three (3) 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 three (3) 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.
- 20.6 Except as otherwise provided by these Rules, all questions shall be decided by simple majority vote.
- 20.7 All resolutions passed at any Meeting shall be conclusive and binding on all Members whether present or not, provided that the Meeting was held in substantial conformity with the rules.
- 20.8 **Voting:** Pursuant to Rule 6.8 (d) at any General Meeting:
- (a) Each Member entitled to be present shall be entitled give one vote on each question;
- (b) Voting shall be on a 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;
- (d) In the event of equal votes being cast, the Chairman shall have a casting vote.

## 21. BOARD MEETINGS

- 21.1 The Board shall meet regularly and at least once each month at a time and place to be determined by the Board, or on a requisition in writing to the Secretary/Manager, setting out the purpose for which the Meeting is required and signed by five (5) members of the Board. A date for a Board Meeting must be set within five (5) days of the Secretary/Manager receiving a requisition under this clause.
- 21.2 At all Board Meetings, the Chair shall be taken by:
  - (a) The President; or
  - (b) In his/her absence, a Vice-President; elected by the Meeting;
  - (c) In the absence of the President and the Vice-Presidents, a Board Member elected by the Meeting.
- 21.3 The quorum for a Board Meeting shall be not less than six (6) of its members.
- 21.4 Any Board Meeting shall be adjourned if:
  - (a) A quorum is not present within half an hour after the time fixed for the Meeting;
  - (b) A quorum is present and the Meeting elects to adjourn;
  - (c) A quorum is not maintained throughout the meeting.
- 21.5 If a Board Meeting is adjourned, the Board shall;
  - (a) fix a new date not more than fourteen (14) days later;
  - (b) give at least three (3) days' notice of the resumption of the adjourned Meeting to each Board Member.
- 21.6 If a quorum is not present at an adjourned Meeting, the Meeting shall lapse.
- 21.7 All Board Members present shall be entitled to vote in person and not by proxy for any other member on any issue.
- 21.8 Except as otherwise provided by these Rules, all questions raised at a Board Meeting shall be decided by a simple majority of votes cast.
- 21.9 In the event of equal votes being cast, the Chairman shall have a casting vote.

## 22. ACCOUNTS

- 22.1 The Board shall ensure true accounts are kept of:
  - (a) All sums of money received and expended by the Club and the matters in respect of which such receipt and expenditure takes place;

- (b) All assets, credits and liabilities of the Club including any charges and securities of any description affecting any property of the Club;
  - (c) All remuneration and entitlements relating to employees of the Club.
- 22.2 The books of accounts shall be kept at the office of the Club or other such place as the Board may determine and shall be open to the inspection of Financial Members at all reasonable times.
- 22.3 All monies received shall be forthwith paid into a bank approved by the Board after being entered in the books of the Club as having being received.
- 22.4 All payments shall be reported to the Board for confirmation at the meeting next following payment.
- 22.5 Payment of all monies on behalf of the Club shall be made by cheque signed by or electronic transaction authorised by, two Members, one being the President, a Vice President or the Treasurer and the other being one of the Secretary/Manager, the Treasurer or a Vice-President or other person approved by the Board as an authorised signatory of the Club.
- 22.6 At every Annual General Meeting the Board shall present;
- (a) The Club's Financial Statements;
  - (b) An Annual Report as to the state of the Club.
- 22.7 The Club shall make returns required by Section 23 of the Incorporated Societies Act 1908, the Gambling Act 2003, and any other Act or Regulation with which the Club is required to comply and with all the relevant requirements of those Acts.

### **23. ADJUNCTS**

- 23.1 An Adjunct may be formed within the Club for sporting or special interest groups.
- 23.2 Any assets of the Adjunct are the assets of the Club. All monies received for Adjuncts shall be paid into the Adjunct's bank account referred to in Rule 23.4.
- 23.3 All accounting, taxation, financial reporting and legal compliance responsibilities of the Adjunct shall rest with the Club.
- 23.4 Adjuncts shall use the Club's accounting services in the following manner:
- (a) Adjuncts must have a separate bank account to the Club, which shall be on the Club's base bank account number;
  - (b) The Secretary/Manager and Treasurer of the Club and the Secretary of the Adjunct shall be signatories of the Adjunct's account;
  - (c) All payments on behalf of an Adjunct shall be made by cheque on the Adjunct's account.
- 23.5 The Committee of the Adjunct shall not do, or omit to do, anything that is likely to prejudice or not be in the best interests of, the Club.

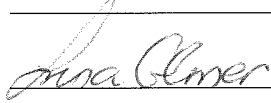


- 23.6 The Adjunct Committee may make any By-Law for the conduct of the activity of the Adjunct, provided that all such By-Laws are approved by the Board before they are implemented.
- 23.7 Members of an Adjunct involved in any activity of or related to the Adjunct shall indemnify the Club and its representatives from any problem, direct or indirect loss or damage, claim or proceedings (including in negligence) caused or contributed to by that activity.

**24. SEAL**

- 24.1 The Club shall have a Common Seal which shall be kept in the custody and the control of the Secretary/Manager or the Club's solicitor.
- 24.2 Any document required to be executed by the Club under Seal shall be available for inspection by every Member of the Club at all reasonable times and shall be executed with the following attestation pursuant to a resolution of the Board:

The Common Seal of JOHNSONVILLE CLUB INCORPORATED was hereunto affixed by the Secretary/Manager in the presence of two (2) members of the Board.

Dated this 24<sup>th</sup> day of November 2022.

<b>Names:</b>	<b>Signatures:</b>
Trina Gilmer <b>Secretary/Manager</b>	
Steve Macaulay <b>Board Member</b>	
Sue Smart <b>Board Member</b>	

**25. GUESTS**

- 25.1 Any Member may invite any person as a guest to the Club in accordance with the following:
  - (a) By entering Club premises guests agree to abide by these Rules;
  - (b) All guests shall enter their name and residential locality in and sign the Club's visitors book each time they visit the Club;
  - (c) The Member accompanying a guest shall also sign the guest's entry in the Club's visitors' book and will at all times be responsible for the conduct of the guest;
  - (d) No guests shall be sold or supplied alcohol on Club premises unless the guest is present on the invitation of a Member, is in the company of a Member and the alcohol is supplied for consumption on the premises. A guest must leave the Club no later than the member whom they accompanied. All guests must be specifically invited to attend the Club prior to their arrival before being signed in by a member.
  - (e) Affiliated members may invite guests to the Club under rule 25.1





## 25.2 **Affiliated Members**

Members of Affiliated Clubs visiting the Club:

- (a) Are deemed to agree to abide by these Rules and the Club By Laws;
- (b) Must show their current membership card of the affiliated Club on request by staff or a Board member;
- (c) Have the same rights as members to be sold or supplied alcohol for on or off premise consumption provided they have produced sufficient evidence to a Board Member or member of staff of the Club that they are a current member of an Affiliated Club.

## 26. **BOARD OF APPEAL**

- 26.1 A Board of Appeal consisting of six (6) Members shall be elected at each Annual General Meeting. Board Members shall not be eligible for membership of the Board of Appeal.
- 26.2 Any Three of the Elected Board of Appeal members shall constitute a quorum.
- 26.3 The Convened Board of Appeal shall appoint one of its number as Chairman.
- 26.4 The Board of Appeal shall hear and decide any appeal lodged by a Member or Members against any decision of the Board entailing suspension or expulsion in accordance with the following:
  - (a) Any member being suspended or expelled who wishes to appeal must give notice in writing to the Secretary/Manager within seven (7) days of the date of such suspension or expulsion, stating the grounds for the appeal;
  - (b) Within forty-eight (48) hours of receiving such notice, the Secretary/Manager shall convene a Meeting of the Board of Appeal which will be held within fourteen (14) days of such notice;
  - (c) The Board shall at its sole discretion hear and review whatever evidence they deem appropriate to the appeal but shall not hear any new evidence except where an application has been made to the Board for a re-hearing and this has been refused.
- 26.5 The decision of the Board of Appeal shall be final.

## 27. **DISPUTES**

- 27.1 Except as otherwise provided in these Rules, every dispute in relation to these Rules between a Member or persons claiming through a Member and the Club or a Board Member shall be decided by the Board and the decision shall be binding and conclusive on all parties without appeal.

## 28. **REVISION OF RULES**

- 28.1 These Rules may be revised or amended by a resolution passed by a sixty six percent (66%) majority of Financial Members present at a General Meeting.
- 28.2 Notice specifying the intention to propose such a resolution must be given in writing to the Secretary/Manager at least twenty one (21) days before

a General Meeting and such notice shall be forwarded to each Member with notice of the Meeting.

- 28.3 Any amendment adopted shall not take effect until registered pursuant to the Incorporated Societies Act.
- 28.4 No addition to or alteration of the objects, personal benefit clause or the winding up clause shall be made which affect the not-for-profit status. The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document

## 29. DISSOLUTION

- 29.1 The Club may be dissolved voluntarily as provided for by the Incorporated Societies Act 1908:
  - (a) By resolution adopted by a sixty six percent (66%) majority at a General Meeting of the Club; and
  - (b) Confirmed by a simple majority at a subsequent General Meeting called pursuant to Rule 19 for that purpose, not earlier than 21 days and not later than 31 days after the day on which the resolution was passed.
- 29.2 The Board shall administer the dissolution of the Club.
- 29.3 All monies or assets left after payment of all debts and liabilities and the costs of dissolution, shall on recommendation of the Board passed by resolution of the majority of members present at the meeting confirming dissolution, be distributed to a charitable organisation operating within the Club's area ensuring that there is no opportunity for division of that organisation's assets or funds among its members.
- 29.4 Notwithstanding the previous provisions of these rules for the revision of these rules, there shall be no power under these rules for Rule 10.1 or 30.3 to be amended so as to affect the intent of the rules to prevent distribution of any Club funds to members.

## 30. GENERAL

- 30.1 All matters provided for in these Rules shall, at all times, be dealt with in accordance with the following guiding principles:
  - (a) The Club is established primarily for the benefit and convenience of its Members;
  - (b) The admission of non-members should at all times be subordinated to the comfort, well-being and satisfaction of Members;
  - (c) The admission of guests should always be regarded as a privilege of the Members, granted to enable them to dispense periodic hospitality to their casual guests and not as a means of augmenting the revenue of the Club;
  - (d) At all times the provisions of the Club's Licences as issued by the District Licensing Committee are to be maintained and upheld.



## MEMBERS' CERTIFICATE

We hereby certify that these Rules have been approved at a General Meeting of  
JOHNSONVILLE CLUB INCORPORATED held on 20<sup>th</sup> November 2022

**Names:**

**Signatures:**

Steve Macaulay  
**Member 578**

Sue Smart

**Member 1505**

Jonathan Walton

**Member 891**

