

CONSTITUTION



Registered with Incorporated Societies

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JOHNSONVILLE CLUB INCOPORATED

CONSTITUTION

Implemented [JUNE] [2025]

TABLE OF CONTENTS

1.	NAME	3
2.	DEFINITIONS AND INTERPRETATION.....	3
3.	REGISTERED OFFICE.....	5
4.	PURPOSE.....	5
5.	POWERS	6
6.	MEMBERSHIP	7
7.	REGISTER OF MEMBERS	12
8.	SUBSCRIPTIONS.....	13
9.	IMMEDIATE SUSPENSION.....	13
10.	EXPULSION AND SUSPENSION.....	14
11.	DISPUTES AND APPEALS	15
12.	RESIGNATION	19
13.	COMMITTEE.....	19
14.	PRESIDENT AND VICE PRESIDENT(s)	25
15.	AUDITOR.....	25
16.	SECRETARY\MANAGER.....	26
17.	MINUTE SECRETARY	27
18.	ANNUAL GENERAL MEETING	27
19.	SPECIAL GENERAL MEETING.....	28
20.	CONDUCT OF GENERAL MEETINGS.....	28
21.	COMMITTEE MEETINGS	30
22.	ACCOUNTS	31
23.	ACCESS TO INFORMATION.....	32
24.	ADJUNCTS.....	32
25.	PROPERTY	33
26.	VISITORS – AUTHORISED CUSTOMERS, AUTHORISED VISITORS, AFFILIATED MEMBERS AND GUESTS	33
27.	ALTERATIONS OF CONSTITUTION AND RULES.....	35
28.	BY-LAWS AND STANDING ORDERS	36
29.	WINDING UP AND/OR LIQUIDATION	36
30.	GENERAL	36

1. NAME

- 1.1. The name of the club shall be JOHNSONVILLE CLUB Incorporated.

2. DEFINITIONS AND INTERPRETATION

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

“Adjunct” means an adjunct or section of the club formed for sporting and special interest groups within the club.

“Affiliated Club” means a club which is a member of Clubs New Zealand Incorporated or some other club or association through whom the Johnsonville Club has an arrangement for reciprocal visiting rights for members.

“Annual Subscription” is the amount payable annually by members in accordance with Rule 8.

“Auditor” means the Clubs auditor pursuant to Rule 15.

“Authorised Customer” has the same meaning as defined in section 60 of the Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof.

“Authorised Visitor” has the same meaning as defined in section 60 of the Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof.

“By-laws” means the processes (rules) that are adopted at the time of formation of the Club or at a later date, that do not form part of the Constitution and may be added or changed or rescinded by a majority vote at a Committee Meeting without reference to the Registrar of Incorporated Societies

“Chair” means the person who is Chair of a meeting pursuant to Rule 14.2 and 21.2

“Close Relation” means a current spouse or partner, parent, child or sibling.

“Club” means Johnsonville Club Incorporated

“Committee” means the Club's governing body as set out in Rule 13.

“Committee Meeting” means a meeting of the Committee.

“Committee Member” means one of the people comprising the Committee set out in Rule 13.1 and elected pursuant to Rule 13.4.

“Corporate Membership” means an association, club or other corporate body elected to become a Corporate Member of the club in accordance with Rule 6.8.

“Country Membership” means any person accepted for Country Membership pursuant to Rule 6.6.

“Electoral Procedure” means a system for which the election of office bearers is utilised ranging from and not limited to, secret ballot, electronic voting system, postal ballot or any other properly conducted electoral process as approved by the AGM or Special General Meeting.

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

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

"General Meeting" means an Annual General Meeting or Special 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.

“Introductory Member” means a person elected to introductory membership of the Club pursuant to Rule 6.7.

"Junior Member" means a person elected to junior membership of the Club pursuant to Rules 6.4.

"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 Rules 6.5.

"Member" means any Ordinary, Junior, Corporate, Introductory, Employee, or Life Member of the Club as set out in Rule 6.

"Month" means calendar month.

“Officer” means a member of the Committee or a person 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 of the Club pursuant to Rule 6.3.

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

“Post” includes displaying information electronically and in prominent areas within the Club, including but not exclusively the Club Noticeboard.

"President" means the Club's president elected pursuant to Rule 13.4.

"Rules" means individual regulations and/or by-laws that are set in place for guidance, in their various forms, for the efficient management and operation of the Club. Together all the rules form the Club Constitution.

“Returning Officer” means the Committee appointed person

“Secret Ballot” means a method of voting where the count is not open to dispute and the identity of those voting for or against the motion can be kept secret.

“Secretary\Manager” means the Club’s Secretary\Manager pursuant to Rule 16

"Vice-President" means a Club Vice-President elected pursuant to Rule 13.4.

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

3. REGISTERED OFFICE

- 3.1. The registered office of the club shall be at 1 Norman Lane, Johnsonville, Wellington or such other place as the Committee shall from time to time decide.

4. PURPOSE

- 4.1. The purposes for which the club is established include:
- a) To conduct, administer and maintain a licensed club for its members, the community and for such persons as are authorised from time to time, and
 - b) To provide amenities and cultural activities, and
 - c) To promote sports, and
 - d) Generally, to provide an atmosphere where members may meet and enjoy companionship and camaraderie with one another.

5. POWERS

- 5.1. The club has the power to include the following in the pursuance of its purposes, subject to any 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 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.
 - 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 adjuncts.
 - 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 and any other current and relevant legislation and follow the principles of Natural Justice.
 - j) To conduct any other functions as outlined in this constitution.
 - k) To use any rights or privileges that the club may deem necessary or convenient for carrying out its powers, or further its purpose under this constitution.
 - l) To do anything incidental or conducive to the attainment of any of the objects of the club.
 - m) To enter into reciprocal rights agreements with other entities as it seems fit.
 - n) To keep an up-to-date register of members.
 - o) Develop policies to cover all unforeseen and possible matters in order to operate its business.

6. MEMBERSHIP

- 6.1. On Acceptance as a member (all classes), the member acknowledges their acceptance of all Club policies, By- laws and Constitution.
- 6.2. Classes of Membership: The members of the club shall be divided into the following classes:
- a) Ordinary;
 - b) Junior;
 - c) Life;
 - d) Country;
 - e) Introductory;
 - f) Corporate;
- 6.3. **Ordinary Membership:** Individuals of at least the legal purchasing age may apply to become Ordinary Members of the club in accordance with the following rules:
- a) Each applicant shall deposit, at the time of application, a subscription of such sum as per Rule 8 of this constitution.
 - b) An application for ordinary membership is deemed to be a declaration that the applicant consents to membership, acknowledges that their information will be entered into the Register of Members and agrees to be bound by this constitution, by-laws and policies.
 - c) Election shall be by written agreement by a minimum of four Committee members and the President the week 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 6.3 (c).
 - e) In the event that the application is not approved by the Committee, 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 Committee shall not be eligible to reapply for nomination for a period of twelve (12) calendar months.

- g) Subject to the foregoing Ordinary Members shall be entitled to;
 - I. Enjoy the facilities of the club during times that the club is open.
 - II. Enter any club with whom reciprocal visiting arrangements are in place, provided it is in accordance with that club's rules; and
 - III. Hold office in accordance with this constitution and have an equal voice in all business of the club.
- h) 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.
- i) 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.
- j) The Committee reserve the right to revoke Ordinary Membership within 90 days of application if the Ordinary Member is found to have provided false information or is deemed to have breached the club's constitution. In the event that Ordinary Membership is revoked;
 - I. The member shall be informed in writing of the decision; and
 - II. The subscription fee will be refunded in full.

6.4. **Junior Membership:** 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 set out in Rule 6.3.
- b) An application for junior membership is deemed to be a declaration that the applicant consents to membership, acknowledges that their information will be entered into the Register of Members and agrees to be bound by this constitution, by-laws and policies.
- c) Each applicant for Junior Membership shall complete the application form which shall be signed by one of the applicant's parent or legal guardian who must be a financial member of the Club.

- d) On reaching the legal purchasing age, Junior Members are eligible to apply for Ordinary Membership.
- e) Members shall automatically lose their Junior Membership status:
 - i. One month after reaching the legal purchasing age; or
 - ii. Upon admission as an Ordinary Member, whichever is earlier.
- f) A Junior Member's rights are restricted by the following:
 - i. No voting or speaking rights at any General Meeting.
 - ii. Unable to nominate or second a Life Membership nomination
 - iii. No right to hold office or be a member of the Committee.
 - iv. No right to participate in any club member cash draw, alcohol promotions, accept alcohol as a prize in any club activity, purchase alcohol or accept alcohol from any member except their parent or legal guardian.
 - v. No right to enter the Gaming Room as per the Gambling Act 2003
- g) A Junior Member may have the right of admission to an Affiliated Club with which the club has reciprocal rights (it is essential to check with each club first to ensure they allow Junior Members into their club – especially if a Junior Member is wishing to enter a Clubs New Zealand Sports Tournament).

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

- a) The Committee may elect to recommend a member for Life Membership.
- b) A Financial Member may propose, and another Financial Member may second a member for Life Membership in writing, and that nomination shall be forwarded to the Committee, no later than one calendar month before the Clubs Annual General Meeting.
- c) No nomination for Life Membership shall be put to the Annual General Meeting unless it has the majority support of the Committee.
- d) The Committee shall post notice of its intention to recommend a Life Member on the club's noticeboard for fourteen(14) clear days prior to the Annual General Meeting in any year.
- e) The club may elect a member recommended by the Committee to Life Membership, by simple majority at the Annual General Meeting.

- f) Life Members are eligible to vote, hold office and enjoy all the rights and privileges of membership.
 - g) Life Members shall not be charged an annual subscription but shall be deemed to be Financial Members.
- 6.6. **Country Membership:** 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 6.3.
- a) 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.
 - b) 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.
 - c) Country members shall be entitled to all the benefits of ordinary membership except to hold office.
- 6.7. **Introductory Membership:** Individuals of at least the Legal Purchasing Age may apply to become Introductory Members of the club accordance with the following rules;
- a) Each applicant for Introductory Membership shall complete the 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 introductory membership is deemed to be a declaration that the applicant consents to membership, acknowledges that their information will be entered into the Register of Members and agrees to be bound by this constitution, by-laws and policies.
 - d) Introductory membership shall be valid for a period of twenty-one (21) days from the day of joining.
 - e) Introductory members shall automatically lose their Introductory Membership status:
 - I. At the conclusion of the twenty-one (21) day period from the date of joining; or
 - II. Upon admission as an ordinary member, whichever is earlier.

- f) Introductory Membership cannot be extended and is not renewable. Introductory Member's rights are restricted to the following:
 - I. No voting or speaking rights at any General Meeting.
 - II. No right to hold office or be a member of the Committee.
 - III. Is not entitled to reciprocal visiting rights.
 - IV. Are not entitled to participate in member promotions
 - V. May be subject to other restrictions as determined from time to time by the Committee.
- g) Subject to the foregoing, Introductory Members may access and enjoy the facilities of the club during times that the club is open.
- h) The Committee reserve the right to revoke Introductory Membership at any time if the introductory member is found to have provided false information or is deemed to have breached the club's constitution.

6.8. **Corporate Members:** In accordance with the Incorporated Societies Act 2022 an association, club or other corporate body may apply to become a Corporate Member of the club in accordance with the following rules:

- a) Any association, club or corporate body wishing to apply for corporate membership under these rules shall complete the 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 corporate membership is deemed to be a declaration that the applicant consents to membership, acknowledges that their information will be entered into the Register of Members and agrees to be bound by this constitution, by-laws and policies.
- d) Each application for Corporate Membership shall be considered at the next meeting of the Committee. The decision of the Committee shall be final and, in the event, that the application is not approved by the Committee, the candidate shall be informed in writing of the decision and receive a full refund of all money paid by way of subscription.
- e) For the purposes of voting, quorum or other count of financial members under these rules a Corporate Member shall be the equivalent of three (3) members of the club and at all times the annual membership fee payable by the Corporate Member shall be not less than three (3) times the fee payable by an Ordinary Member.

- f) On applying to join the applicant for corporate membership shall supply the club with a list of corporate affiliates for the purposes of this membership. It shall at all times keep that list updated and will provide those persons with a method of identifying themselves to the club that is acceptable to the club.
- g) Those persons who are on the list of corporate affiliates supplied by the Corporate Members and who do not otherwise hold membership of the club shall be deemed to be members of and subject to the rules of the club with the following limitations:
 - I. The right of entry to the club premises is restricted to such times as the Corporate Member is using the premises for an agreed purpose.
 - II. The voting and speaking rights at meetings of the club shall be limited to the rights extended to the Corporate Affiliate.
 - III. This membership does not entitle a Corporate Affiliate to hold office in the club, participate in any reciprocal visiting rights with other clubs, receive any membership badge of the club, or to represent the club at any sporting or other fixture.
 - IV. All rights of membership shall cease upon the cessation of the Corporate Membership or upon the Corporate Affiliate ceasing to be affiliated with the Corporate Member.
 - V. A Corporate Affiliate may apply for Ordinary Membership of the Club in accordance with Rule 6.3.

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 Clubs Privacy Policy.
- 7.3. The Club will update the register of members as soon as practicable after becoming aware of changes to the information recorded on the register.
- 7.4. Subject to certain grounds for refusal set out in the Privacy Act 2020, members have the right to access the information held about them within the register of members and to request a correction at any time.

8. SUBSCRIPTIONS

- 8.1. The Annual Subscription relating to each category of membership shall be such sum as determined by the members at an Annual or Special General Meeting.
- 8.2. The Annual Subscription shall be payable yearly in advance on or before the last day of August 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 his or her associated rights and privileges;
 - b) If within one calendar month the subscription remains in arrears, the member will be removed from the register of members and lose all entitlements.
 - c) Not be relieved from payment of the Annual Subscription or of any other payment due or payable to the club;
 - d) Not be refunded any subscription or other payment already paid except as provided in Rule 6.3(f) and 6.8(d).
 - e) Reapply 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 Secretary/Manager, have his or her subscription suspended or remitted.
- 8.5. Failure to pay the Annual subscription due will result in the membership ceasing.

9. IMMEDIATE SUSPENSION

- 9.1. 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 Committee;
 - b) Willfully 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 Committee Member;
 - d) Persists in creating a disturbance at any Meeting or other Club event, after being cautioned by a Duty Manager or a Committee 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.
- g) Procedure for immediate suspension:
 - I. The 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 9.1. 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 Committee.
 - II. The Committee shall meet to consider the suspension in accordance with the procedures in Rule 10.2.

10. EXPULSION AND SUSPENSION

10.1. 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 Committee, 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 Committee brings the Club into disrepute;
- d) Does anything that in the opinion of the Committee is inconsistent with the objects of the Club
- e) Is found by the Committee to have committed any of the acts set out in Rule 9.1.

10.2. Procedure for expulsion or suspension:

- a) Any Member may notify the Committee in writing if he or she believes a Member may be liable to expulsion or suspension pursuant to Rule 10.1;
- 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 Committee 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 Committee 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 Committee may elect to:
 - I. expel him/her; or
 - II. suspend him/her for a determined period or until a particular event. Any Member expelled or suspended shall have the right to appeal under Rule 11.
 - f) Any expulsion or suspension shall be entered in the minutes of the Committee Meeting together with the name of the Member concerned and recorded on the Membership Register.
 - g) 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.
 - h) 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.
 - i) A Member expelled on the grounds of criminal conviction as per Rule 10.1(b) shall not be eligible for re-election to membership unless a period of at least twelve (12) months has passed since the date of expulsion, and a two thirds majority of Members at a General Meeting vote in favour.
 - j) A Member who has been suspended under this Rule is ineligible to stand for election for any position on the Committee, for a period of two years from the last day of that suspension.

11. DISPUTES AND APPEALS

- 11.1. All members of the Johnsonville Club will be covered by these rules and may be subject to penalties, sanctions or orders imposed by the Disciplinary Committee.
- 11.2. 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 Secretary\Manager, as soon as practical and no later than one calendar month after the incident, on the Complaint Form as prescribed by these Rules.

- 11.3. The Complaint Form (Appendix 3) 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).
 - g) The remedy sought by the complainant.
- 11.4. Upon receipt of a complaint, the Committee will decide whether a Disciplinary Committee needs to be convened within 14 days or within a reasonable time as circumstances permit. In the event of a complaint being made against a member of the Committee, a Disciplinary Committee will be convened by the Secretary\Manager.
- 11.5. Depending on the seriousness of the complaint and at the discretion of the Disciplinary Committee, 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 Committee who have no actual, apparent or perceived bias in relation to the respondent.
 - b) In the event that three (3) Committee Members cannot be found to be free of any actual, apparent or perceived bias up to three (3) financial members of the Club may be co-opted by the Committee 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 Committee Member the Secretary\Manager may co-opt three financial Club Members who have no actual, apparent or perceived bias in relation to the respondent. If this is not possible, the Secretary\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.
- 11.6. Prior to any hearing, the Disciplinary Committee will request that the Secretary\Manager, or his/her representative, endeavor 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.

- 11.7. Witnesses may or may not be called to, or requested to attend, any mediation or hearing in person as deemed appropriate.
- 11.8. 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.
- 11.9. The respondent will be notified of the complaint against them in the Advice of Complaint Form (Appendix 4) 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.
- 11.10. At the time of notification, the respondent will be given a minimum of 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.
- 11.11. 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 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 Secretary\Manager or his/her representative.
- 11.12. 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.
- 11.13. The Disciplinary Committee may bring a Club legal representative to any meetings or hearing.
- 11.14. The Disciplinary meeting or hearing will be audio recorded for accuracy which will be saved on the Club computer servers for a minimum of 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.

- 11.15. 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 recommence at a time set by the Disciplinary Committee.
- 11.16. 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 11.9(a).
- a) The respondent will have three (3) days to respond to the decision of the Disciplinary Committee.
 - b) 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 11.16(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.
- 11.17. 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 the Johnsonville Club or sent via email to the Secretary\Manager at manager@jclub.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 5).
 - b) If in the opinion of the Secretary\Manager the sanction, penalty or order made by the Disciplinary Committee is manifestly inadequate or inappropriate, the Secretary\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 of the respondent.
- 11.18. On receipt of an appeal notice an Appeals Committee will be convened as per Rule 11.4. The Appeals Committee will be made up of Three (3) Life Members but cannot include any of the members of the original Disciplinary Committee.
- 11.19. 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, consider new information, witness statements or advice they deem necessary.
- 11.20. The Appeals Committee will set a date as per Rule 11.10 and will inform the respondent as per Rule 11.9(a) and the process will follow the same process as the Disciplinary Committee.
- 11.21. The Appeals Committee decision will be final, and no further appeal will be permitted.

- 11.22. 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 rejoining the Club for any length of time, or apply penalties, sanctions or orders they see fit.
- 11.23. At all times during the process the privacy of all parties must be respected by all parties.
- 11.24. All hearings will be private. No members of the public or members shall be entitled to attend. Representatives of the media are not entitled to attend.
- 11.25. These rules apply to all Johnsonville Club members within the Club and its' grounds and any other situation or location pursuant to rule 10.1.(c)
- 11.26. In the matter of complaints involving members of any Club Adjuncts, the Club has the power to delegate disciplinary matters that are minor in nature to the Adjunct.

12. RESIGNATION

- 12.1. Members wishing to resign their membership must do so in writing to the Secretary\Manager of the Club via email, post or hand delivery.
- 12.2. A resignation will not become effective until all subscriptions, levies or other payments owing at the date the resignation is received, are paid.
- 12.3. No such resignation shall relieve any Member from payment of any subscription, levy, or other payment due or payable at the time of resignation.
- 12.4. No subscriptions, levies or other payments already received by the club as at the date of resignation shall be refunded to the resigning member on resignation.
- 12.5. On the death of a member, membership rights and privileges will cease and are not transferable.
- 12.6. A resignation shall not be processed during a disciplinary process involving that member, including any appeal period, until such time as the process has been fully completed and subject to Rule 11.17

13. COMMITTEE

- 13.1. The Committee Members of the club shall be:
- a) A President.
 - b) Up to Two (2) Vice-Presidents.
 - c) Up to Six (6) other Committee Members.

13.2. **Eligibility:** Each Committee Member described in Rule 13.1. must:

- a) Meet the eligibility criteria set out within the Incorporated Societies Act 2022.
- b) Be a Financial Member of the club.
- c) Not be an employee of the club.
- d) Not be a close relation of an employee of the club, office holder or nominee for office.
- e) Qualify as a Key Person under the Gaming Act 2003 and any subsequent amendments
- f) Have been a Financial Member for at least one (1) year immediately before nomination.
- g) For the position of President and Vice-President have served at least 12 months on the Committee and been a financial member of the club for 2 years.
- h) Have completed the appropriate nomination form.

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

- a) Remain in office for a two-year term running from the time of election until the conclusion of the following second Annual General Meeting unless sooner removed by death, resignation or otherwise.
- b) Be eligible for re-election.

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

- a) Nominations for Committee Members must be:
 - I. In writing on the applicable nomination form.
 - II. Proposed, by a Financial Member, and Seconded by another Financial Member.
 - III. Deposited with the Secretary\Manager at least twenty-one (21) days before the date set down for the Election as passed by the Committee.
- b) The Secretary\Manager will at least fourteen (14) days prior to the date of the Election, display (within Club Premises and on electronic media formats) a list setting out the name of each nominee and the position in respect of which each nomination is made.

- c) If there are not sufficient nominations pursuant to Rule 13.1. and Rule 13.4.(f) to fill a vacant Committee role, the Committee may elect to co-opt an eligible person to fill the vacant role(s) or leave the position vacant providing a quorum required by Rule 21.3 is maintained.
- d) 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 President(s) at the Annual General Meeting;
 - II. for the six (6) Committee 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.
- e) 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.
- f) Should the number of Nominations for each vacancy be fewer than the number of vacancies, the Chair of the Annual General Meeting shall call for nominations, pursuant to the provisions of Rule 13.2., from the floor of the Annual General Meeting to fill the remaining vacancy(s).
- g) In the event of a tie, a revote shall take place between the tied candidates
- h) One person may only hold one office.
- i) If a recount of votes is required, the following process will be adopted:
 - I. The recount will be conducted by the Returning Officer and appointed scrutineers who were not involved with the original count.
 - II. Candidates that have requested a recount may have a representative present at the recount but cannot participate in the actual counting of votes.

13.5. **Scrutineers:** The Committee 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.

13.6. **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.

13.7. **Resignation:**

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

13.8. **Removal from Office**

- a) A member of the Committee may be removed from office for any reason which the Committee deems expedient in accordance with the following:
 - I. The Committee shall convene a Special Meeting of the Committee to consider the removal.
 - II. The Committee must give seven (7) days' notice in writing to the Committee Member in question, informing him or her of his or her right to appear and be heard at that Meeting.
 - III. After the Committee Member in question has had the opportunity to be heard, the Meeting may elect to remove him or her from office by 75% majority vote.
 - IV. If the Meeting elects to remove the Committee Member, such removal shall be effective immediately.

- b) On receipt of a notice of motion of no confidence in one or more Committee Member(s) signed by 5 percent (5%) of the total eligible financial membership or fifty (50) Financial Members (whichever is greater), the Committee shall convene a Special General Meeting and proceed in accordance with Rule 19.
 - I. In the event that a notice of motion of no confidence is raised against more than one Committee member or the entire Committee, the motion will be discussed at the Special General Meeting referred to in Rule 13.8(b). If the motion is carried, the meeting will appoint three (3) members of the club to assume the governance role until new elections can be conducted at a date set by the special general meeting.
- c) A Committee Member, who has been convicted of any offence which in the opinion of a majority of the Committee brings the Club into disrepute shall automatically and immediately be removed from office.
- d) A Committee Member, who becomes disqualified from holding office in accordance with Section 47(3) of the Incorporated Societies Act 2022 shall automatically and immediately be removed from office.
- e) The Committee may elect to remove a Committee Member who becomes physically or mentally incapacitated to the extent that he or she cannot carry out his or her duties as a Committee Member.
- f) No Committee Member who has been removed from office shall be eligible for re-election without the consent of a General Meeting.

13.9. **Powers:** The Committee shall, subject to any limitations imposed by this Constitution, have the power to:

- a) Exercise all the powers and authorities of the club.
- b) Do such other acts and things as it deems necessary or expedient for carrying on the business of the club.
- c) Form standing or ad hoc sub-committees for the purpose of exercising its duties, authorities, or powers.
- d) Delegate its duties, powers, and authorities to the Secretary\Manager or to a sub-committee formed under Rule 13.9(c).
- e) Co-opt any person to assist with its functions; and
- f) From time to time, as they see fit make By-Laws that are consistent with the Constitution of the Club for operational purposes. A register of these By-Laws must be kept and members must have access to the register on request.
- g) Consider and develop policies pertaining to the operation of the club or as required by law.

13.10. **Duties:** Committee Members shall at all times:

- a) Render every assistance to the President, Vice-President(s) and staff of the club to maintain order and to prevent infringement of the Rules, Regulations or By-Laws or the terms of any charter or licence which may from time to time be granted to the club.
- b) Use powers for the proper purpose, to comply with all legislative Acts and the Clubs constitution.
- c) In the execution of their duties, exercise fiduciary responsibility and act in good faith and the best interests of the club and members.
- d) Exercise a degree of care and diligence of a reasonable person with such responsibilities.
- e) Not allow the Club activities to be carried on in a reckless manner or in a way likely to create a substantial risk of serious loss to the Club's creditors.
- f) Not to allow the Club to incur obligations that the officer does not reasonably believe will be fulfilled.
- g) Abide by the Club's Committee Code of Practise and Conduct, and
- h) Any other duties which the Committee of the Club may from time to time determine.

13.11. **Interests Register:** The Committee must keep and maintain a register of disclosures made by officers under Section 58 of the Incorporated Societies Act 2022.

- a) The interests register must be made available for inspection by the officers of the club at any reasonable time.
- b) An officer with a direct or indirect financial interest in a matter must disclose, as soon as practicable details of the nature and extent of the interest.
- c) A member of the Committee who is interested in a matter:
 - I. Must not vote or take part in a decision of the Committee relating to the matter; and
 - II. Must not sign any document relating to the entry into a transaction or the initiation of the matter; but
 - III. May take part in any discussion of the Committee relating to the matter and be present at the time of the decision.

14. PRESIDENT AND VICE PRESIDENT(S)

- 14.1. The President and Vice-President(s) shall be ex officio members of all sub-committees, and adjuncts.
- 14.2. The President shall preside over all meetings of the Committee and over all Annual and Special General meetings of the members. In the absence of the President, a Vice-President elected by the meeting shall preside and, in their absence, a Committee Member of the club as elected by the meeting.
- 14.3. At all meetings the President shall be entitled to a casting vote.
- 14.4. The President shall be the contact person with whom the Registrar can contact when needed.
- 14.5. The President, or delegated representative, shall be the Club's representative along with the Secretary\Manager, in matters of Club business.
- 14.6. In the event of a vacancy of the office of President, a Vice-President elected by the committee shall assume that role for the remainder of the term. In the event of vacancies in the roles of Vice-President, the Committee shall elect a Committee member to that role for the remainder of the term.

15. AUDITOR

- 15.1. 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 Committee Member or hold any other office in the Club.
- 15.2. 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.
- 15.3. The auditor shall be paid such fees as may be determined by the Committee from time to time.
- 15.4. 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 or her and, if correct, certified under his or her hand before they are submitted to the Annual General Meeting.

16. SECRETARY\MANAGER

- 16.1. The Club shall appoint a Secretary\Manager whose duties shall be to:
- a) Attend to the accounting and clerical duties of the Club.
 - b) Take minutes of Committee and General Meetings, except when a Minute Secretary is appointed under Rule 17.
 - c) Generally, conform to such regulations as shall from time to time be made by the Committee.
- 16.2. The Secretary\Manager's remuneration shall be determined by the Committee.
- 16.3. It shall be the duty of the Secretary\Manager to carry out all such duties as are required to manage the affairs of the club. The Secretary\Manager shall be accountable to the Committee being that body's only direct employee and will report to the Committee through the President. All other employees shall be under the direct control of the Secretary\Manager.
- 16.4. The role and responsibilities of the Secretary\Manager shall be detailed in:
- a) A Position Description, which shall be kept up to date by the Committee; and
 - b) An Employment Agreement.
- 16.5. The Secretary\Manager shall attend and take part in all Committee and General Meetings except on occasions where the collective Committee decides otherwise. The Secretary\Manager shall not be entitled to exercise a vote on any question.
- 16.6. The Secretary\Manager shall be the Club's representative and contact in respect to both legislative provisions and legal requirements and shall act as the Secretary of the Club.
- 16.7. The Secretary\Manager may act as Returning Officer and may supervise and oversee all aspects of the election of the Committee, 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.
- 16.8. Nothing in this Rule shall preclude the engaging of outside professional services to assist in the performance of any of the above duties.

17. MINUTE SECRETARY

- 17.1. The Committee may appoint a Minute Secretary who shall not be a member of the Committee and whose duties shall be to:
- a) Take minutes of Committee and General Meetings;
 - b) Generally conform to such By-Laws as shall from time to time be made by the Committee.
- 17.2. The Minute Secretary's honorarium or remuneration shall be determined by the Committee.

18. ANNUAL GENERAL MEETING

- 18.1. The Annual General Meeting of the Club shall be held not later than 30 November each year.
- 18.2. Notice of the Annual General Meeting shall be posted on the Club Noticeboard and electronic media, advising of the meeting not less than thirty-one (31) days from the date of the meeting. At this time, notice is also given calling for any Life Membership nominations, Notices of Motions and Resolutions to be in the hands of the Secretary\Manager pursuant to Rule 6.5(b), Rule 27.2(a) and Rule 20.7(b)
- 18.3. The Annual General Meeting of the club must be held by a quorum of financial members. Participation in the meeting may be in person or via participation by means of audio link, audio-visual link, or other electronic communication as determined by the Committee for the purpose of receiving:
- a) An annual report on the operations and affairs of the society during the most recently completed accounting period.
 - b) And adopting the Financial Statements of the Club.
 - c) Providing notice of the disclosures of interests, including a brief summary of the matters, or types of matters, to which those disclosures relate.
 - d) Considering, and if necessary, taking action on, any motion relating to the annual report or Financial Statements.
 - e) Consider any Life Membership nominations.
 - f) Considering, and if necessary, taking action on, any other motion of which due notice pursuant to Rule 27 has been given.
 - g) Election of Auditor; and
 - h) Written general business as per rule 20.7(b)

- 18.4. At least fourteen (14) days before the Annual General Meeting, the following shall be posted on the club's noticeboard and electronic media:
- a) Notice of the Annual General Meeting.
 - b) The Annual Report.
 - c) The Financial Statements.
 - d) Notice of Disclosures; and
 - e) Notice of any other business to be transacted at the Meeting.

19. SPECIAL GENERAL MEETING

- 19.1. The Committee shall convene a Special General Meeting if at any time:
- a) The Committee considers such a meeting necessary or desirable; or
 - b) The Secretary\Manager receives a written requisition to do so signed by not less than five percent (5%) of the total eligible financial membership or 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 a Special General Meeting, its purpose and an agenda shall be given by notice on the club's notice committee and electronic media.

20. CONDUCT OF GENERAL MEETINGS

- 20.1. At all General Meetings, the Chair shall be.
- a) The President; or
 - b) In his or her absence, a Vice-President elected by the meeting; or
 - c) In the absence of both the President and Vice-President(s), a Committee Member elected by the Meeting or.
 - d) If the Committee deem it necessary to acquire the services of an independent Chair due to the nature of the business to be discussed at a Special General Meeting.
- 20.2. The quorum for a General Meeting shall be five percent (5%) of all eligible financial members
- 20.3. Minutes of all General Meetings are required to be kept.

- 20.4. A General Meeting shall be adjourned if:
- a) A quorum is not present within half an hour after the time fixed for the Meeting; or
 - b) A quorum is present and the Meeting elects to adjourn.
- 20.5. If a Meeting is adjourned, the Committee shall:
- a) Fix a new date not more than fourteen (14) days later; and
 - b) Give at least three (3) days' notice of the adjourned Meeting by notice on the Club's notice committee and social media platforms.
- 20.6. At the adjourned General Meeting, the only business that can be attended to is any unfinished business from the original General Meeting. No new business can be introduced.
- 20.7. If a quorum is not present at an adjourned Meeting, the Meeting shall lapse. If a quorum is not present for a Special General meeting, the agenda as displayed on the Notice Committee shall automatically revert to the Committee to adjudicate on.
- 20.8. **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.
- 20.9. **Procedure:** The following guidelines 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 Chair shall decide whether any amendment proposed to a resolution is a substantial amendment or not.
 - d) If fair discussion of any subject is desired, any Member may move that the Meeting go Into Committee on that subject and such motion shall be immediately put and decided by a show of hands.

- e) In Committee no Member shall speak for more than five (5) minutes at a time.
 - f) When in Committee any Member may move that the ordinary meeting shall be resumed, and such motion shall be immediately put and decided by a show of hands.
- 20.10. Except as otherwise provided by these Rules, all questions shall be decided by simple majority vote.
- 20.11. 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.
- 20.12. **Voting:** At any General Meeting:
- a) Each Ordinary, Life and Country Member shall be entitled to be present and to give one vote on all questions.
 - b) Voting shall be on show of hands in the first instance.
 - c) A declaration by the Chair 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 Chair shall have a casting vote.

21. COMMITTEE MEETINGS

- 21.1. The Committee shall meet regularly at a time and place to be determined by the Committee, or on a requisition in writing to the Secretary\Manager, setting out the purpose for which the Meeting is required. A date for a Committee Meeting must be set within four (4) days of the Secretary\Manager receiving a requisition under this Rule.
- 21.2. At all Committee Meetings, the Chair shall be:
- a) The President; or
 - b) In his or her absence, a Vice-President elected by the meeting; or
 - c) In the absence of both the President and Vice-President(s), a Committee Member elected by the Meeting.
- 21.3. The quorum for a Committee Meeting shall be not less than sixty per cent (60%) of its members.
- 21.4. Minutes of all Committee Meetings are required to be kept.

- 21.5. Any Committee Meeting shall be adjourned if:
- a) A quorum is not present within half an hour after the time fixed for the Meeting; or
 - b) A quorum is present and the Meeting elects to adjourn.
 - c) A quorum is not maintained throughout the meeting
- 21.6. If a Committee Meeting is adjourned, the Committee shall:
- a) Fix a new date not more than fourteen (14) days later; and
 - b) Give at least three (3) days' notice of the resumption of the adjourned Meeting to each Committee Member.
- 21.7. At the adjourned Committee Meeting, the only business that can be attended to is any unfinished business from the original Committee Meeting. No new business can be introduced.
- 21.8. If a quorum is not present at an adjourned Meeting, the Meeting shall lapse.
- 21.9. Except as otherwise provided by this Constitution, all questions raised at a Committee Meeting shall be decided by a simple majority of votes cast.
- 21.10. All Committee Members present shall be entitled to vote in person and not by proxy for any other member on any issue.
- 21.11. In the event of equal votes being cast, the Chair shall have a casting vote.

22. ACCOUNTS

- 22.1. Financial Transactions: The Committee has the responsibility to ensure all transactions shall be completed in accordance with generally accepted accounting practices as outlined in Sec.102.2.c of the Incorporated Societies Act 2022
- 22.2. The club shall make returns required by the relevant New Zealand legislation and comply with all the relevant requirements of those Acts.

23. ACCESS TO INFORMATION

- 23.1. Members have the right to request information held by the club, including but not limited to copies of financial reports and minutes of confirmed minutes of general and/or Committee meetings.
- 23.2. Requests to access information must be made in writing and must specify the information sought in sufficient detail to enable it to be identified.
- 23.3. The club will, within a reasonable time after receiving a request:
 - a) Provide the information; or
 - b) Agree to provide the information within a specified period; or
 - c) Refuse to provide the information, specifying the reasons for the refusal.
- 23.4. The club may refuse to provide the information if:
 - a) Withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons; or
 - b) The disclosure of the information would, or would be likely to, prejudice the commercial position of the club or of any of its members; or
 - c) The disclosure of the information would, or would be likely to, prejudice the commercial position of any other person, whether or not that person supplied the information to the Club; or
 - d) The information is not relevant to the operation or affairs of the Club; or
 - e) The request for the information is frivolous or vexatious.

24. ADJUNCTS

- 24.1. An Adjunct may be formed within the Club for sporting or special interest groups, subject to approval from the Committee, such adjuncts are bound by the Rules and By-Laws of the Club at all times.
- 24.2. All Adjuncts must have a set of rules that are consistent with this constitution and must be approved by the Club Committee and at an Adjunct Annual General Meeting. If the adjunct rules are inconsistent with the club constitution, then the club constitution will prevail.
- 24.3. The Club Committee shall have the power to suspend or dissolve any Adjunct it believes is acting inappropriately or to the detriment of the club.
- 24.4. 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 in accordance with the Club's financial transaction policy.

- 24.5. All accounting, taxation, financial reporting and legal compliance responsibilities of the Adjunct shall rest with the club.
- 24.6. 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 Club signatories as listed on the mandate held with the Club's bankers shall be signatories of all Adjunct accounts;
 - c) All payments on behalf of an Adjunct shall be made by direct credit either directly from the Adjunct's account, or by transfer to the main club account
- 24.7. The Committee of the Adjunct shall not do, or omit to do, anything that is likely to prejudice or not be in the best interests of the club. Any official correspondence must come through the Secretary\Manager prior to delivery.
- 24.8. 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.
- 24.9. Office holders of adjuncts are not Club Officers by virtue of holding such office.

25. PROPERTY

- 25.1. Membership of the club does not give any member any transmissible or assignable interest by operation of law or otherwise, in any of the property or funds of the club.
- 25.2. If a person ceases to be a member for any reason, any interest he or she may nevertheless possess in any of the effects, property or funds of the Club will vest in the Club.
- 25.3. Any information which the Club provides for Members remains the property of the Club. Members must not pass any such information on to any non-member without the written consent of the Club.

26. VISITORS – AUTHORISED CUSTOMERS, AUTHORISED VISITORS, AFFILIATED MEMBERS AND GUESTS

26.1. Authorised Customers

- a) Any member of the Johnsonville Club can invite and accompany a guest/visitor(s) (Authorised Customer) to the club.
- b) Any member introducing a guest/visitor(s) is responsible for the good conduct of that guest/visitor whilst on the club premises.
- c) Any guest/visitor who wishes to be sold or supplied alcohol must first complete the appropriate *authorised customer* requirements.

- d) Any Guest/visitor(s) may only be sold or supplied alcohol for consumption on the premises while accompanied by a member of the club.
- 26.2. Any Guest/visitor(s) will lose all rights or privileges to purchase or consume alcohol if they remain in the club if/when the sponsoring member vacates the club premises.
- 26.3. **Authorised Visitors**
- a) Any affiliated member (Authorised Visitor) wishing to be sold or supplied alcohol for consumption on the premises must be able to produce valid proof of membership to an affiliated club/association to club staff at the point of service.
 - b) Any affiliated member introducing a guest/visitor(s) is responsible for the good conduct of that guest/visitor whilst on club premises. The guest/visitor will lose all rights or privileges to purchase or consume alcohol if they remain in the club if/when the sponsoring Authorised Visitor vacates the club premises.
- 26.4. Any guest/visitor of a member of either the Johnsonville Club or affiliated clubs, that wishes to be sold or supplied alcohol must first complete the appropriate authorised customer and/or authorised visitor requirements required by the club.
- 26.5. Authorised Customers, Authorised Visitors and their guests are bound by the rules of this club whilst they are on the club premises.
- 26.6. The Duty Manager shall have the power to refuse privileges for any intending guest/visitor or revoke privileges without any reason being supplied, this includes the right of the Duty Manager to refuse entry to the club premises or removal of a guest/visitor from the club premises.

26.7. **Definitions - for the purposes of this Rule 26:**

- a) **“club”** has the same meaning as defined for the time being in section 5 of the Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof.
- b) **“member”, “authorised customer” and “authorised visitor”** have the same meanings given to them for the time being in section 60 Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof.
- c) **“affiliated member”** means the same as **“authorised visitor”** and includes:
 - I. A member of any other club which is a member of Clubs New Zealand Incorporated through whom the Club has arrangements for reciprocal visiting rights for members; and
 - II. A member of any other club with which the club has an arrangement for reciprocal visiting rights for members.
- d) In this Rule 26, words in the singular (such as guest/visitor) include the plural.

27. ALTERATIONS OF CONSTITUTION AND RULES

- 27.1. This Constitution may be revised or amended by a resolution passed by sixty six percent (66%) majority of the Financial Members present at a General Meeting.
- 27.2. All Financial Members and Officers shall have the right to submit a resolution for inclusion at the General Meeting.
 - a) Notice specifying the intention to propose such a resolution must be given in writing to the Secretary\Manager at least twenty-one (21) days before a General Meeting, and
 - b) Such notice shall be provided to Financial Members in accordance with Rule 18.4.
- 27.3. **Minor and Technical Amendments:** The Committee may elect to amend the constitution if the amendment has no more than a minor effect or corrects errors or makes similar technical alterations. Amendments under this section must be made in accordance with Section 31 of the Incorporated Societies Act 2022.
- 27.4. **Resolution in lieu of meeting:** A written resolution may be passed via this method in accordance with Sections 83 to 86 of the Incorporated Societies Act 2022.
- 27.5. Any amendments to the constitution made under this section take effect from the date of registration with the Registrar of Incorporated Societies.

28. BY-LAWS AND STANDING ORDERS

- 28.1. The Committee from time to time may make, alter, and rescind By-Law's incidental to the operations of the Club, so long as they are in conformity with these rules. A register of By-Laws must be kept and displayed.

29. WINDING UP AND/OR LIQUIDATION

- 29.1. The club may be wound up, or liquidated, or removed from the Register of Incorporated Societies in accordance with the provisions of the Act.
- 29.2. The Secretary\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, of the reasons for the proposal, and of any recommendations from the Committee in respect to such notice of motion.
- 29.3. Any resolution to wind up the Society or remove it from the Register of Incorporated Societies must be passed by sixty-six percent (66%) of all financial members present and voting.
- 29.4. The Club may be put into liquidation:
- a) At a Special General Meeting called by the Committee for that purpose; or
 - b) As provided for in the Incorporated Societies Act 2022.
- 29.5. If the club is wound up, or liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any Member.
- 29.6. On the winding up or liquidation or removal from the Register of Incorporated Societies of the club, its surplus assets after payment of all debts, costs and liabilities shall be vested in a not-for-profit organisation or institution to be determined by the Special General Meeting.

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.