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1. **NAME**

The name of the Club shall be Bays Club Incorporated ("the **Club**").

2. **REGISTERED OFFICE**

The registered office of the club shall be at the office of the Club, 6 Anzac Road, Browns Bay, Auckland.

3. **OBJECTS**

The objects for which the Club is established are:

- (a) To conduct, administer and maintain a Chartered Club for its members and for such persons as are authorised from time to time in accordance with the terms of any charter granted to the Club;
- (b) To provide amenities and cultural activities and promote sports and generally to provide an atmosphere where the members may meet and enjoy fellowship with one another.

4. **MEMBERSHIP**

4.1. **Classes of Membership:**

The Members of the Club shall be divided into the following classes:

- (a) Full
- (b) Veteran
- (c) Life
- (d) Temporary
- (e) Corporate

4.2. **Full Membership:**

- (a) A person who is at least 18 years of age may apply to become a full Member of the Club by making an application in writing in a form supplied by the Club, which is either
  - (i) supported by the nomination of two (2) Members of the Club or
  - (ii) authorised by the Committee on the recommendation of the Club Manager.
- (b) The nomination form shall include the candidate's:
  - (i) full name
  - (ii) date of birth
  - (iii) residential address
  - (iv) occupation
  - (v) undertaking to abide by the rules for the conduct of the Club made by the Committee under section 18(c) of this Constitution.

- (vi) acknowledgement that, by signing the form, the candidate authorises the Club to obtain, check exchange, and supply information with, and to any other body or person including, as examples only, Members of the Club, Clubs New Zealand and Clubs that are members of Clubs New Zealand, as the Club sees fit.
- (c) The candidate shall deposit, at the time of nomination, an application fee of such sum as may be directed by the Committee, not exceeding the amount of the annual subscription for the class of membership applied for.
- (d) The name and photograph of the candidate shall be posted on the Club's notice board for no less than fourteen (14) clear days prior to a meeting of the Committee.
- (e) Any Member may oppose a candidate's application for membership by lodging a written objection with the Committee during the period of posting provided in section 4.2(d).
- (f) Election shall be by ballot at the first Committee Meeting held after the expiration of the notice period provided by section 4.2(d). Where an objection has been lodged, the Committee will consider that objection.
- (g) The Committee may accept or decline a candidate's application for membership, and shall inform the candidate in writing of the decision. Where the application is declined, any monies deposited for the membership fee shall be refunded.

#### 4.3. **Veteran Membership:**

Full Members who have had continuous membership for sixteen (16) years, or have reached the age of sixty (60) or over or are the holders of a Gold Card, shall be entitled to Veteran Membership. The annual subscription for Veteran Members shall be half the annual full member subscription.

#### 4.4. **Life Membership:**

- (a) **Method of election:** The Club may elect a Member to Life Membership in recognition of meritorious services to the Club, by simple majority vote on a proposal put by the Committee at an Annual General Meeting.
- (b) **Proposal through Committee:** A Member may nominate, and another Member may second, a Member for Life Membership by forwarding a written nomination to the Committee. If the Committee supports the proposal, it shall post notice of its intention to propose the Life Membership on the Club's notice board for fourteen (14) clear days prior to an Annual General Meeting in any year.
- (c) A Life Member is eligible to vote, hold office and enjoy all the rights and privileges of membership.
- (d) A Life Member shall not be charged an annual subscription for the rest of that member's life.

#### 4.5. **Corporate Membership:**

- (a) Corporate Membership may be granted by the Management Committee to companies and other bodies corporate. Corporate Members shall be entitled to nominate a maximum of three (3) of their officers and/or employees as Corporate Affiliates.
- (b) The candidate shall deposit, at the time of application, an application fee of such sum as may be directed by the Committee.

- (c) The application shall include the candidate's:
  - (i) full name;
  - (ii) list of all Corporate Affiliates to be covered by the membership;
  - (iii) undertaking that the Corporate Member and its Corporate Affiliates will abide by the rules for the conduct of the Club made by the Committee under section 18(c) of this Constitution;
  - (iv) acknowledgement that, by signing the form, the candidate authorises the Club to obtain, check exchange, and supply information with, and to any other body or person including, as examples only, Members of the Club, Clubs New Zealand and Clubs that are members of Clubs New Zealand, as the Club sees fit.
- (d) Corporate Affiliates:
  - (i) The Corporate Member shall be entitled to change its Corporate Affiliates from time to time but must at all times keep the Club Manager informed of their identities.
  - (ii) The Corporate Member must provide its Corporate Affiliates with means of identification acceptable to the Club Manager which must be produced on Club premises on request of Club Committee members and staff.
  - (iii) Corporate Affiliates shall be deemed to be members of and subject to the rules of the Club, but without: voting rights; the right to hold office and reciprocal visiting rights.
  - (iv) Right of entry to the club premises may be restricted to such times as are agreed with the Corporate Member.
  - (v) The provisions and restrictions of this section (d) do not apply to a Corporate Affiliate who is otherwise a member of the Club.

#### 4.6. **Temporary Membership**

- (a) The Committee may grant temporary membership to any person permanently residing beyond a line drawn from the Southern end of Snells Beach to South Head on Kaipara Harbour in the North, and beyond a line drawn from Glenbrook to Orere Point in the South. The annual subscription for Temporary Members shall be half the annual full subscription.
- (b) The Management Committee may at its discretion admit visiting relatives or business associates of any Member as Temporary Members upon payment of a monthly fee as determined by the Committee. Temporary Membership shall automatically expire two months after the date of admission.

#### 4.7. **Rights and Privileges:**

- (a) All Members shall be entitled to:
  - (i) Enter Club premises during such hours as may be defined by the Committee.
  - (ii) Enter any Club with whom reciprocal visiting arrangements are in place, if permitted by that Club's Rules.
  - (iii) an equal voice with all other Members in all business of the Club.
- (b) Corporate and Temporary members do not have the right to hold office.

## 5. SUBSCRIPTIONS

- 5.1. Annual Subscriptions shall be such sum as shall be determined by the Committee.
- 5.2. Annual Subscriptions shall be due and payable in accordance with rules of the Club set by the Committee under section 18(c) of this Constitution.
- 5.3. Any Member whose Subscription or other dues are not paid by the due date:
  - (a) will automatically cease to be a member on that date and the Member's name shall be removed from the register of Members;
  - (b) will not be relieved from payment of the Subscription or of any other payment due or payable to the Club;
  - (c) will not be refunded any subscription or other payment already paid to the Club;
  - (d) may reapply for membership if he or she wishes to be reinstated as a Member.
- 5.4. A Member incapacitated through illness, accident or distress may, on notice in writing given to the General Manager, have his/her subscription suspended or remitted by the Committee in its discretion.

## 6. TERMINATION OF MEMBERSHIP

- 6.1. **By Resignation:** any Member may resign his or her membership by written notice addressed to the General Manager of the Club to that effect but must pay all subscriptions due and owing at the date of such letter of resignation.
- 6.2. **By Expulsion or Suspension:** no member shall be expelled or suspended from membership except where the procedures and provisions of section 22 have been followed.

## 7. COMMITTEE OF MANAGEMENT

- 7.1. **Committee Members:** The general business, management and control of the club shall be conducted by a Committee comprising:
  - (a) the President
  - (b) the Vice President
  - (c) the Treasurer
  - (d) No less than three (3) and no more than four (4) other Members.
- 7.2. **Sections:** Office holders of Sections are not Committee Members or Club officials by virtue of holding such office.
- 7.3. **Eligibility:** Each Committee Member must:
  - (a) be a Member (other than a Corporate Affiliate or Temporary Member);
  - (b) not be an employee of the Club;
  - (c) have been a Member (other than a Corporate Affiliate or Temporary Member) for at least:
    - (i) President – two years continuously immediately before nomination and should have previously served on the committee for a full term.

- (ii) Vice –President – two years continuously immediately before nomination and should have previously served on the committee for a full term.
- (iii) Treasurer – Two years continuously immediately before nomination.
- (iv) Committee member– one year immediately before nomination.

7.4. **Term of Office:** Committee members shall:

- (a) Remain in office until the Annual General Meeting following his or her election.
- (b) Be eligible for re-election.

7.5. **Election:** The Committee shall be elected by secret ballot at each Annual General Meeting. Nominations for Committee members must be:

- (i) In writing on a form provided for the purpose.
- (ii) Proposed by a Member (other than a Corporate Affiliate or Temporary Member), and seconded by another Member (other than a Corporate Affiliate or Temporary Member).
- (iii) Deposited with the General Manager at least twenty one (21) days before the Annual General Meeting.

7.6. **Resignation:** A member of the Committee may resign by notice in writing to the Committee. A Committee Member is deemed to have resigned if absent from three (3) consecutive meetings of the Committee without leave of the Committee.

7.7. **Removal from Office:**

- (a) A member of the Committee may be removed from office for any reason which the Committee deems compelling in accordance with the following:
  - (i) The Committee shall convene an Extraordinary General Meeting in the accordance with Rule 13 to consider the removal of the member.
  - (ii) The Committee must give seven (7) days' notice in writing to the Committee member informing him or her of his or her right to appear and be heard at the 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 simple 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 a Committee member and signed by fifty (50) Members (other than a Corporate Affiliates or Temporary Members), the Committee shall convene an Extraordinary General Meeting and proceed in accordance with section 13.
- (c) A Committee member, who has been convicted of any criminal offence which in the opinion of a majority of the Committee brings the Club into disrepute, may be removed the Committee by majority vote.
- (d) 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.

- (e) No Committee member who has been removed from office shall be eligible for re election without the consent of a General Meeting.
- 7.8. **Vacancy:** Any vacancy in any Committee position shall be filled by the Committee appointing another person to the vacant office.
- 7.9. **Powers:** The Committee shall, subject to any limitations imposed by these Rules have the power to:
- (a) Exercise all powers and authorities of the Club.
  - (b) Do such other acts and things as it deems necessary or expedient for carrying on the business of the Club.
  - (c) Form standing or ad hoc committees for the purpose of exercising its duties, authorities or powers.
  - (d) Co-opt any person to assist with its functions.
- 7.10. **Duties:** Committee members shall at all times:
- (a) Render every assistance to the President, Vice President and staff of the Club to maintain order and to prevent infringement of the rules made under section 18(c) , or the terms of any licences 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.

## 8. **PRESIDENT AND VICE PRESIDENT**

The President and Vice-President shall have the right of entry upon the Club premises or building at any time. The President, Vice-President and General Manager or duty manager shall have the power to peremptorily suspend from the privileges of the Club a Member who, after having been duly warned, persists in creating a disturbance.

## 9. **TREASURER**

9.1. The Treasurer shall:

- (a) Ensure that all monies received by the club are paid into the bank for the credit of the club.
- (b) Prepare a detailed report of the previous month's receipts and payments for each monthly Committee Meeting and present it to that Meeting.
- (c) Ensure that all taxes, levies, duties, and other payments required by statute are made before the due date.
- (d) All taxation and other financial returns required by statute are accurately completed and lodged by the due date.
- (e) Prepare the Club's Financial Statements and present them to the Annual General Meeting each year.

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

9.3. The treasurer shall be entitled to such honorarium as the committee shall fix from time to time.

10. **AUDITOR**

10.1. The Club's accounts shall be audited annually by a chartered accountant appointed by the Members at Annual General Meeting, who shall:

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

10.2. The Auditor shall have the right to attend any meetings 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.

10.3. The financial statements shall be audited by him or her and certified under his or her hand before they are submitted to the Annual General Meeting.

11. **GENERAL MANAGER**

The Club may appoint a General Manager who shall be responsible for:

- (a) The day to day maintenance, cleanliness and service of the Club.
- (b) The engagement and dismissal of such employees as may be essential to provide adequate and efficient maintenance of the assets and control of the Club.
- (c) Ensuring that the Club's membership register is kept and up to date.
- (d) Ensuring that the Club has a guest signing in book available for guests of members.
- (e) Carrying out such other duties as are conducive to his or her office and that the Committee shall decide from time to time.
- (f) Attend to the accounting and clerical duties of the Club.
- (g) Take minutes of the Committee and General Meeting.
- (h) Generally conform to such regulations as shall from time to time be made by the Committee.

12. **ANNUAL GENERAL MEETING**

12.1. The Annual General Meeting of the Club shall be held not later than the last day of May each year at such time and place as shall be fixed by the Committee, for the purpose of:

- (a) Receiving and adopting the Annual Report of the Committee.
- (b) Receiving and adopting the Financial Statements of the Club.
- (c) Considering, and if necessary taking action on, any other motion relating to the Annual Report or Financial Statements of the Club.
- (d) Considering, and if necessary taking action on, any other motion of which due notice pursuant to Rule 15.7(b).
- (e) Election of Committee Members.
- (f) Election of Judiciary Panel.

- (g) General Business.
- 12.2. Notice of business to be conducted at the Annual General Meeting shall be notified to the Membership no later than twenty eight (28) days prior to that date. Notification to be by Club Notice Board, Newsletter, Website or by any other way as approved by the Management Committee
13. **EXTRAORDINARY GENERAL MEETING**
- 13.1. The Committee shall convene an Extraordinary General Meeting if at any time:
- (a) The Committee considers such a Meeting necessary or desirable.
- (b) The General 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.
- 13.2. Seven (7) days' notice specifying the time and place of an Extraordinary General Meeting, its purpose and an agenda shall be given on the Club's notice board and Notification to be by Club Notice Board, Newsletter, Website or by any other way as approved by the Management Committee.
14. **COMMITTEE MEETINGS**
- 14.1. The Committee shall meet regularly and at least once each month at a time and place to be determined by the Committee, or on a requisition in writing to the General Manager, setting out the purpose for which the Meeting is required and signed by three (3) members of the Committee. A date for a Committee Meeting must be set within four (4) days of the General Manager receiving requisition under this clause.
- 14.2. At all Committee Meetings, the Chairman shall be the President or, if absent, the Vice President. The Chairman shall preside at all meetings of the Club and the Committee. If at any meeting the Chairman is not present within the fifteen (15) minutes after the time appointed for holding the meeting, the Members in the case of a meeting of the Club and the Committee in the case of a Management Committee meeting, may choose any of their number to be Chairman of the meeting.
- 14.3. The quorum of a Committee Meeting shall be not less than five (5) of its members.
- 14.4. Any Committee 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.
- 14.5. If Committee Meeting is adjourned, the committee 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 to each Committee Member.
- 14.6. If a quorum is not present at an adjourned meeting, the meeting shall lapse.
- 14.7. Except as otherwise provided by these Rules, all questions raised at a Committee Meeting shall be decided by a simple majority of votes cast.
- 14.8. In the event of equal votes being cast, the Chairman shall have a casting vote.

15. **CONDUCT OF GENERAL MEETINGS**

15.1. **Chairman:** At all General Meetings, the chairman shall be:

- (a) The President.
- (b) In his or her absence, the Vice President.
- (c) In the absence of both the President and the Vice President, a Committee member elected by the Meeting.

15.2. **Quorum:** The quorum of a General Meeting shall be 50 Members (other than Corporate Affiliate Temporary Members).

15.3. **Adjournment** 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.

15.4. **New Date:** If a meeting is adjourned, the committee 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 advertisement in public newspaper circulating in the district of Club and notice on the Clubs notice board.

15.5. **Lapse** 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 Committee to adjudicate on.

15.6. **Annual Report:** The annual report shall be made available to all members seven (7) days prior to the Annual meeting.

15.7. **Resolutions:**

- (a) A Member may without notice ask any question or move any resolution relative to the Annual Report or Balance Sheet.
- (b) Any Member intending to move a resolution bearing on any other matter must give notice of the proposed motion, seconded by another Member, to the Secretary at least fourteen (14) days before the Meeting and such notice of motion shall be posted on the club notice board seven (7) days prior to the General Meeting.

15.8. **Procedure:** The following rules of debate shall apply:

- (a) Each Member may speak only once to each motion or amendment except the mover, who may reply.
- (b) The mover of any resolution or substantial amendments to resolution shall be allowed five (5) minutes in which to introduce his proposition and five (5) minutes for reply, and any other speaker will be allowed five (5) minutes.
- (c) The chairman shall decide whether any amendment proposed to a resolution is substantial amendment or not.
- (d) If freer discussions on any subject is desired, any Member may move that the meeting go into Committee on that subject and such motion shall immediately be 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 immediately be decided by a show of hands.
- 15.9. **Majority Decision:** Except as otherwise provided by this Constitution, all questions shall be decided by simple majority vote.
- 15.10. **Resolutions binding:** All resolutions passed at any Meeting shall be conclusive and binding on Members whether present or not, provided that the Meeting was held in substantial conformity with the Constitution.
- 15.11. **Voting at any General Meeting:** At any General Meeting and Extraordinary General Meeting every Member (other than a Corporate Affiliate or Temporary Member) shall be entitled to be present and to give one vote and no more upon every question, provided however that in the case of equality of votes the chairman of the meeting shall have a second or casting vote. Voting shall be on the voices in the first instance, provided that the chairman on his or her own volition may and on the application of three (3) members must call for a show of hands. On a motion passed by a majority of those present the vote shall be taken by secret ballot.
- 15.12. **Proxies:**
- (a) At any General Meeting of the Club, votes may be either made personally or by proxy, provided that no Member may hold more than two proxies.
  - (b) In order to appoint a proxy, the appointing member must be eligible to vote at the General Meeting in accordance with the Constitution. Furthermore, the appointing member must be either out of the district on the day of the General Meeting, or be incapacitated through illness, accident or distress.
  - (c) Any instrument appointing a proxy shall be in writing and must be signed by the appointing member. It must be lodged with the chairman of the General Meeting not later than 15 minutes prior to the commencement of the General Meeting. For the purposes of the constitution, any member present at a General Meeting of the Club by proxy, shall be deemed to be present in person and shall have the same rights as a member present in person.
16. **ACCOUNTS**
- 16.1. The committee shall ensure true accounts are kept.
- (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 any description affecting any property of the Club.
  - (c) All remuneration and entitlements relating to employees of the Club.
- 16.2. The books of accounts shall be kept at the office of the Club or other such place as the Committee may determine and shall be open to the inspection of Financial Members at all reasonable times.
- 16.3. All monies received shall be forthwith paid into a bank approved by the Committee after being entered in the books of the Club as having been received.

- 16.4. All payments shall be reported to the committee for confirmation at the next meeting following payment.
- 16.5. Payment of all monies on behalf of the Club shall be made by cheque signed by, or electronic transaction authorised by, two (2) signatories, one being the General Manager and the other being the President, Vice President or Treasurer.
- 16.6. At every Annual General Meeting the committee shall present:
- (a) The Club's Financial Statements.
  - (b) An Annual Report as to the state of the Club.
- 16.7. The Club shall make returns required by Section 23 Incorporated Societies Act 1908.

17. **SEAL**

- 17.1. The Club shall have a common seal which shall be kept in the custody and the control of the General Manager.
- 17.2. Any document which is required to be executed by the Club under seal shall only be executed pursuant to a resolution of the Committee.

18. **GENERAL POWERS**

The Club shall have the power (which may be exercised through the Committee):

- (a) To take on lease, hire or otherwise acquire any real or personal property rights or privileges which the Club may think necessary or convenient for the purpose of furthering the objects of the Club.
- (b) To invest any monies not required for immediate use in such Government or Local Body securities, or on bank deposit as may be deemed advisable with power from time to time to vary investments for others of a like nature, and to lease or hire or enjoy the benefit of any property presently occupied whether real or personal of any kind or nature whatsoever which may be conveniently used in connection with the objects of the Club.
- (c) To make, change, and repeal rules for the conduct of the Club and the standards of behaviour required of members. Any such Club rules or changes to such Club rules shall not be contrary to the aims, purposes and missions of the Club as set down in the Constitution, nor shall they be contrary or contradictory to this Constitution itself or repugnant to the provisions of the Incorporated Societies Act 1908 or its regulations.
  - (i) Club rules or changes must be notified to the membership through the Club website, and/or newsletter and posted on the Club notice board for a period of 28 days.
  - (ii) Any Member having any objection to any new or altered Club rule must notify the General Manager in writing stating the reason for the objection and within a period of 14 days of notification. Such objections shall be considered by the Committee at its next meeting and the decision of the Committee at that meeting shall be final.
  - (iii) An up to date copy of the Club rules shall be available to all Members of the Club upon application to the club office.
- (d) To do all such things as in the opinion of the Club may be incidental to the attainment of any of the foregoing objects or the exercise of any of the foregoing powers.

19. **BORROWING MONEY**

The Club shall have the power to borrow or raise or give security for money by the issue of or up bonds, personal property security instruments, bills of exchange, promissory notes or other obligations or securities of the Club by mortgage or charge upon all or any part of the property of the Club or without security and upon terms as to priority or otherwise as the Club shall think fit.

20. **GUESTS AND VISITORS**

20.1. The Club, under its Club License, must ensure that alcohol is only sold or supplied to Members, Authorised Customers or Authorised Visitors for consumption on the Club's premises.

20.2. Any Member may invite any person as an Authorised Customer (referred to in this section as a guest) to the Club in accordance with the following

- (a) By entering Club Premises, a guest agrees to abide by these Rules.
- (b) A guest shall enter the guest's name and address in the Club's signing-in register on each visit to the Club.
- (c) The Member accompanying a guest shall also sign the Clubs signing-in register and will at all times be responsible for the conduct of the guest.
- (d) No guest shall be sold or supplied alcohol on Club premises unless the guest is present on the invitation of a Member and is in the company of the Member and the alcohol is supplied for consumption on the premises.
- (e) Guests may visit the Club once in any calendar month.

20.3. An Authorised Visitor (referred to in this section as a visitor) who is a member of an Affiliated Club visiting the Club:

- (a) Is deemed to agree to abide by these Rules.
- (b) Has the same rights as Members to be sold or supplied alcohol on or off Club premises, provided he / she has produced sufficient evidence to an officer of the Club or member of it staff that he / she is a Member of an Affiliated Club.

21. **OFFENCES**

If a Member is convicted of any crime punishable under the Crimes Act 1961 after election to the Club:

- (a) He or she must inform the General Manager of the conviction and any penalty imposed.
- (b) The General Manager must report the fact to the Committee at or before its next meeting.

22. **DEALING WITH COMPLAINTS**

22.1. **Business of Judiciary Panel:** There shall be a Judiciary Panel whose business shall be to determine complaints against Members of conduct affecting the good order, reputation or well-being of the Club. In this section 22, a Member who is a subject of a complaint is called "the respondent," and the Judiciary Panel is called "the Panel."

22.2. **Makeup of Panel:** The Panel shall consist of five (5) Members elected annually at the Annual General Meeting by the same procedure as Committee members are elected, but each member

- (a) must have been a Full, Veteran or Life Member for at least twelve (12) months continuously at election; and
  - (b) may not be a Committee member during term of office.
- 22.3. **Chairperson:** Immediately following the conclusion of the Annual General Meeting of its election the Panel shall meet to elect by ballot a chairperson and shall notify the General Manager of the Club of its elected chairperson.
- 22.4. **Initiation of Complaints:** Every complaint must be presented in writing to the General Manager, who must:
- (a) advise the Committee that a complaint has been made, the name of the complainant and of the respondent and the general nature of the complaint; and
  - (b) pass the complaint on to the Panel within forty eight (48) hours of receipt.
- 22.5. **Respondent to be advised:** Where the Panel decides that the complaint must be investigated, respondent must be supplied with a copy of the complaint with all reasonable promptness and if reasonably possible within forty eight (48) hours.
- 22.6. **Stand Down Rights:**
- (a) The respondent has the right to stand down one member of the Panel in respect of the complaint against the respondent. The Panel must advise the respondent of that right, and of the names of the members of the Panel, when supplying the respondent with the copy of the complaint. The respondent may exercise the stand down right by notifying the Panel of the name of the Panel member to be stood down within 2 days of a future date specified in the Panel's advice to the respondent, and
    - (i) the Panel member stood down will take no further part in the Panel's proceedings in respect of that complaint; but
    - (ii) if the respondent fails to exercise the stand down right within that time the respondent stand down time will immediately lapse.
  - (b) If the respondent exercises the stand down right, the Panel will notify the Committee of the name of the Panel member stood down. The Committee has the right to stand down another member of the Panel by notifying the Panel of the name of the other Panel member to be stood down, within 2 days of receiving notification of the name of the panel member stood down by the respondent.
- 22.7. **Panel Procedure:**
- (a) The Panel shall meet to consider each complaint made to it and may set its procedure for doing so as it sees fit. Neither the complainant nor the respondent shall have a right of audience, but the Panel shall act fairly, reasonably and without bias.
  - (b) Where, for reasons of absence or incapacitation through illness, accident, or distress or being stood down by the respondent or Committee, the elected chairperson is unable to chair a complaint the Panel shall elect from the remaining Panel members a chairperson to chair the complaint.
  - (c) In the case of equality of votes the chairperson will have the second or casting vote.
- 22.8. **Panel decisions:** The Panel may uphold or decline to uphold a complaint.

- 22.9. **Complaint upheld:** If a complaint is upheld, the Panel may:
- (i) Impose no penalty;
  - (ii) Suspend the membership of the respondent for such period as the Panel considers fit;
  - (iii) Expel the respondent from membership of the Club;
  - (iv) With the consent of the respondent, impose some other penalty;
- 22.10. **Notification:** The Panel will promptly notify its findings and decision to the General Manger, who shall promptly pass the findings and decisions on to the complainant, respondent and Committee
- 22.11. **Appeal:** The complainant (if a Member) and the respondent shall have the right of appeal to the Committee by giving notice in writing to the General Manager stating the grounds for appeal. The General Manager shall notify the complainant and respondent of the appeal and shall pass the appeal to the Committee, which shall be free to decide the appeal as it sees fit. Where the Panel has imposed a period of suspension or expulsion, that penalty shall apply immediately it has been made (unless the Panel stipulates a different date of commencement) and continue notwithstanding that an appeal has been lodged. The result of an appeal to the Committee shall be notified to each complainant and respondent by the General Manager of the Club and will take immediate effect. Any appeal must be lodged with the Management Committee within fourteen (14) days of the General Manager notifying the appellant of the Panel's findings and decision, stating the grounds for appealing. The decision of the Committee on the appeal shall be final and binding.

## 23. **CLAIMS TO CLUB PROPERTY**

No member shall have any claim upon the Committee or the Club either collectively or individually or to any property of the Club.

## 24. **DISPUTES**

Every dispute between a Member or persons claiming through a Member under the Constitution or Club rules and the Club or an officer of the Club (other than a complaint to which section 22 applies) shall be decided by the Committee and the decision shall be binding and conclusive on all parties without appeal.

## 25. **COMMITTEE LIABILITY INDEMNITY**

- 25.1. No Committee member shall be liable for the acts or defaults of any other Committee member or any loss caused by such acts or defaults, unless caused by their own wilful default or wilful acquiescence.
- 25.2. Committee members shall be indemnified by the Club for all liabilities and costs reasonably incurred by them in proper performance of their functions and duties, other than as a result of their wilful default.

## 26. **INTERPRETATION**

In the interpretation of the Constitution and the Club rules, the decision of the Committee shall be final and binding.

27. **REVISION OF THE CONSITUTION**

The Constitution may be reviewed or amended by a resolution passed by a majority of the Members (other than Corporate Affiliate or Temporary Members) who are present at a General Meeting and are for the time being entitled to be present and to vote at any General Meeting of which notice specifying the intention to propose the resolution has been duly given according to the Club Constitution.

28. **DISSOLUTION**

The Club may be voluntarily dissolved as provided by section 24 of the Incorporated Societies Act 1908 as amended in due settlement of all just debts and the surplus assets of the Club shall be handed over to some charitable institution to be determined at a Special General Meeting called for the purpose.

29. **GENERAL**

All matters provided for in this Constitution shall, at all times, be dealt with in accordance with the following "guiding principles":

- (a) That the Club is established primarily for the benefit and convenience of its members.
- (b) That the admission of non-members should at all times be subordinate to the comfort, well-being and satisfaction of the Club's members
- (c) That the admission of visitors should always be regarded as a privilege of Members, not a right, 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) That at all times the provisions of the Club's charter as laid down by the Licensing Control Commission are to be maintained and upheld.

30. **RESCISSION OF FORMER CONSTITUTIONAL CLAUSES**

All provisions of the previous Constitution are rescinded on the adoption of this Constitution.