

**Constitution**

of

**Redcliffs Mt Pleasant Bowling Club**

**Incorporated**

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## 1 Name

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The name of the Club shall be the “**Redcliffs Mt Pleasant Bowling Club Incorporated**”, which is abbreviated in this Constitution as “**the Club**”.

## 2 Interpretation

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In this Constitution, unless the context otherwise requires:

“**Amalgamated Club**” means a Club comprising both female Members and male Members.

“**Annual General Meeting**” means the annual general meeting of the Club convened pursuant to Rule 20.1 of this Constitution.

“**Appointed Personnel**” means individuals who are appointed by the Board to positions of responsibility (and who are not employees or Officers) and includes coaches, voluntary green keepers, umpires, tournament directors and convenors of social, clubhouse, bar and catering committees.

“**Bowls Team**” means a pair, four, or triple of bowls players.

“**Bowls Side**” means a Bowls Team including singles players plus a coach, manager and/or other Official.

“**Bowls NZ**” means Bowls New Zealand Incorporated.

“**Bowls NZ Board**” means the Board of Bowls NZ.

“**Bowls NZ Constitution**” means the constitution of Bowls NZ.

“**Bowls NZ Regulations**” means the regulations of Bowls NZ made in accordance with the Bowls NZ Constitution.

“**Capitation Fees**” means fees payable by the Club to the Centre based on the number of members under the jurisdiction of the Club as at the previous 31<sup>st</sup> day of December.

“**Centre**” and “**the Centre**” means Bowls Canterbury Incorporated.

“**Centre Board**” means the management committee, board, or other committee however described of the Centre that is responsible for the governance of the Centre.

“**Centre Board Member**” means a person appointed to the Centre Board.

“**Centre Constitution**” means the constitution of the Centre.

“**Centre District**” means the geographical area from the Conway River in the north and the Rangitata River in the south and inland to the Alps.

“**Centre Regulations**” means the regulations of the Centre.

“**Club**” and “**the Club**” means Redcliffs Mt Pleasant Bowling Club Incorporated and for the purposes of Rules 22.3 and 23.5, the Club also has the extended meaning given to it pursuant to those Rules.

**“Constitution”** when used in relation to the Club means this Constitution together with any amendments.

**“Controlling Body”** has the same meaning as in Law 1A of the Laws of the Game.

**“Delegate”** means a person appointed or elected by the Club to represent it at General Meetings of the Centre.

**“Board”** means the management committee, board, or other committee however described of the Club that is responsible for the governance and management of the Club.

**“Board Member”** means a person elected to the Board of the Club.

**“Game of Bowls”** means the game played on outdoor or indoor flat greens and defined in more detail by the Laws of the Game.

**“General Meeting”** means either an Annual General Meeting or a Special General Meeting of the Club convened in accordance with Rule 19 of this Constitution.

**“Intellectual Property”** means all rights or goodwill in copyright, business names, names, trade marks (or signs), logos, designs, patents or service marks relating to the Club or any event, or any competition or bowls activity or programme of or conducted, promoted or administered by the Club provided that such property is not the intellectual property of Bowls NZ as defined in the Bowls NZ Constitution.

**“Laws of the Game”** means the laws for playing the Game of Bowls in New Zealand as approved by the Bowls NZ Board from time to time.

**“Life Member”** means a person who has been granted life membership of the Club pursuant to Rule 6.3 of this Constitution.

**“Member”** means a member of the Club as specified in Rule 6 of this Constitution.

**“Officer”** means an individual who is appointed or elected to a position of office as defined within this Constitution. For example, a Chairperson, Board Member, secretary, member of a committee, (eg member of a match committee) but who is not an Appointed Personnel.

**“Official”** means a person who is an Appointed Personnel or an Officer.

**“Chairperson” and “Vice-Chairperson”** means the Chairperson and Vice-Chairperson of the Club elected pursuant to Rule 11 of this Constitution.

**“Region”** means the geographical area of Region 5 as defined by Bowls NZ and as described in the Bowls NZ Constitution.

**“Rules”** means the rules of this Constitution.

**“Secretary”** means the secretary or equivalent officer of the Club.

### 3 Office

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The registered office shall be the Club's pavilion, 9 James Street, Redcliffs, Christchurch, being the office of the Secretary, to which office all correspondence for consideration by the Club shall be sent.

### 4 Objects

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The objects of the Club are to:

- (a) Be responsible for the administration, promotion and development of the Game of Bowls in the geographical region in which the Club operates;
- (b) Promote the Game of Bowls as an amateur game in the geographical region in which the Club operates for the recreation and entertainment of all New Zealanders;
- (c) Be a member of Bowls NZ and the Centre and, to the extent set out in the Bowls NZ Constitution, comply with and enforce the rules of Bowls NZ, the Bowls NZ Regulations, the Centre Constitution and the Centre Regulations;
- (d) Encourage participation and achievement in the Game of Bowls in the geographical region in which the Club operates;
- (e) Enforce the Laws of the Game;
- (f) Promote the health and safety of all participants in the Game of Bowls;
- (g) Encourage and promote the Game of Bowls as a sport to be played in a manner which upholds the principles of fair play and is free from performance enhancing drugs;
- (h) Manage the financial affairs of the Club consistent with best business practice;
- (i) Establish, maintain and conduct the Club and generally afford its Members the accommodation, advantages, privileges and conveniences of a club;
- (j) Give and seek, where appropriate, recognition for Members who obtain awards or public recognition for the Game of Bowls or other services to the community;
- (k) Facilitate the improvement of facilities for the enjoyment of the Game of Bowls in the geographical region in which the Club operates;
- (l) Provide information, assistance and resources to its Members;
- (m) Develop and train players, officials and other personnel involved in the Game of Bowls;
- (n) Promote the amalgamation of women's and men's bowls Clubs;
- (o) Grant the use of the premises, facilities and equipment of the Club upon such conditions as shall be reasonable and proper, and to such users as the Club may think fit and to determine conditions regulating the activities of such users subject to the Bowls NZ Constitution, the Bowls NZ Regulations, the Centre Constitution and the Centre Regulations;

- (p) Apply its property and capacity in pursuit of the objects of Bowls NZ, the Centre, the Club and the Game of Bowls;
- (q) Do all that is reasonably necessary to enable the objects of Bowls NZ, the object of the Centre and the objects of the Club to be achieved;
- (r) Act in good faith and loyalty to ensure the maintenance and enhancement of Bowls NZ, the Centre, the Club and the Game of Bowls, and their standards, quality and reputation for the collective and mutual benefits of the Members and the Game of Bowls;
- (s) At all times operate with, and promote, mutual trust and confidence between Bowls NZ, the Centre, the Club and its Members, in pursuit of these Objects;
- (t) At all times to act on behalf of and in the interests of the Members and the Game of Bowls.

## 5 Powers

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The powers of the Club are to:

- (a) Purchase, lease, hire or otherwise acquire and hold real and personal property, rights and privileges;
- (b) Control and raise money, including to borrow, invest, loan or advance monies and to secure the payment of such by way of mortgage, or charge over all or part of any of its real and personal property **provided always** that interest paid on such funds borrowed or raised shall not exceed the current market rate, and funds advanced or loaned shall be at no lesser than the current market rate, unless the recipient of such funds loaned or advanced are promoting the amateur Game of Bowls;
- (c) Sell, lease, mortgage, charge or otherwise dispose of any property of the Club and to grant such rights and privileges of such property as it considers appropriate;
- (d) Construct, maintain and alter any buildings, premises or facilities and carry out works it considers necessary or desirable for the advancement or improvement of such buildings, premises or facilities;
- (e) Determine, raise and receive money by subscriptions, donations, fees, levies, gate charges, sponsorship, local authority funding and gaming grants or otherwise;
- (f) Determine regulations, policies and procedures for the governance, management and operations of the Game of Bowls in the Club which are not inconsistent with the Bowls NZ Constitution, Bowls NZ Regulations, the Centre Constitution and the Centre Regulations;
- (g) Determine, implement and enforce disciplinary procedures for its Members, including imposing sanctions where procedures are not inconsistent with the Bowls NZ Constitution, Bowls NZ Regulations, the Centre Constitution and the Centre Regulations;
- (h) Employ, determine and terminate staff and engage the services of personnel and organisations to work for and with the Club, **provided always** that the payment for such services shall not exceed the market rate;
- (i) Engage, determine and terminate the services of personnel and organisations to advise the Club;



- (j) Contract, engage or otherwise make arrangements with any person or organisation to fulfil the objects of the Club;
- (k) Be a member of, and contribute to the administration and promotion of, Bowls NZ, the Centre and the Game of Bowls in New Zealand;
- (l) Be a member of, affiliate or be associated in any other way, with any organisation which has objects which are similar, in whole or in part, to the objects of the Club, the Centre and Bowls NZ;
- (m) Determine who are its Members in accordance with the Bowls NZ Constitution and the Centre Constitution,
- (n) Establish a Board, commissions, committees and other groups and to delegate its powers and functions to such groups;
- (o) Develop Club programmes and other programmes for competing, coaching and officiating of the Game of Bowls at Club level;
- (p) Establish, organise and control bowls competitions, tournaments and events in the Club, including determining the rules and conditions of entry for such competitions, tournaments and events **provided that** such competitions, tournaments and events comply with the Bowls NZ Constitution, the Bowls NZ Regulations, the Centre Constitution and the Centre Regulations; and further that it shall obtain the prior written approval of the Centre and Bowls NZ for:
  - (i) any Game of Bowls held by or under the auspices of the Club where it is proposed that persons who are not Members may participate;
  - (ii) any Game of Bowls held by or under the auspices of the Club (whether alone or with any other person, club, group or organisation) where such Game is also played with or under the authority or jurisdiction of any person, club, group or organisation where that person, club, group or organisation is not a member of Bowls NZ, the Centre and/or the Club,in accordance with the Centre Regulations and the Bowls NZ Regulations.
- (q) Award, grant or otherwise honour achievement and services to bowls and the Club;
- (r) Select Club representative Bowls Teams, Bowls Sides and squads;
- (s) Establish, maintain and have an interest in corporate or other entities to carry on and conduct all or any part of the affairs of the Club and for that purpose, to utilise any of the assets of or held on behalf of the Club;
- (t) Print and publish any newspapers, periodicals, books or leaflets that the Club may consider desirable for the promotion of its objects;
- (u) Produce, develop, create, licence and otherwise exploit, use and protect the Intellectual Property of the Club;
- (v) Purchase or otherwise acquire all or any part of the property, assets and liabilities of any one or more companies, institutions, incorporated societies or organisations whose activities or objects are similar to those of the Club, or with which the Club is authorised to amalgamate or generally for any purpose designed to benefit the Club;

- (w) Do any other acts or things which further the objects of the Club, provided that the above powers shall not limit the rights and powers of the Club as an incorporated society under the Act.

## 6 Membership

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### 6.1 Categories of Membership

The categories of membership of the Club, (collectively called "Members") shall be:

- (a) **Full Members:** Shall be entitled to all the playing and other privileges and advantages of full membership of the Club and in particular has the right to hold office in the Club and to speak and vote at Club General Meetings, and has the right to full or limited use of the Club's green or greens as determined by the Board and as otherwise limited by the Bowls NZ Regulations and the Centre Regulations. Full Members have the right to enter into any applicable bowling competition, tournament or match held by the Club or if selected, to represent the Club in other competitions, tournament and matches.
- (b) **Social Members:** Any person who does not wish to enjoy full membership status but wishes to enjoy an ongoing association with the Club may become a Social Member. Social Members shall be entitled only to participate in social and pavilion activities and shall have no right to participate in bowling events at or on behalf of the Club except with the approval of the Board. They shall have no right to speak or vote at Club General Meetings.
- (c) **Associate Members:** Any full member of any other club which is a Member of Bowls NZ may apply to become an Associate Member of the Club. Associate Members shall be entitled to full or limited use of the Club's green or greens as determined by the Board and as otherwise limited by the Bowls NZ Regulations and Centre Regulations. Associate Members shall also be entitled to enter into such bowling competitions, tournaments or matches held by the Club as determined by the Board but shall not have the right to be selected to represent the Club in other competitions, tournament and matches.
- (d) **Student Members:** Any person who is enrolled in a full or part time course of education at a school or tertiary institution, and who is under 19 years of age, may become a Student Member of the Club. Student Members shall have the same rights and privileges as Full Members.
- (e) **Playing Life Members:** Any Life Member elected under Rule 6.3 of this Constitution who has rendered outstanding services to the Club, and who wishes to utilise the bowling privileges of the Club, shall be a Playing Life Member. Playing Life Members shall have the same rights and privileges as Full Members.
- (f) **Non – Playing Life Members:** Any Life Member elected under Rule 6.3 of this Constitution who has rendered outstanding services to the Club, and who does not wish to, or is unable to, utilise any bowling privileges of the Club, shall be a Non-Playing Life Member. Except for the bowling privileges, Non-Playing Life Members shall have the same rights and privileges as Full Members.
- (g) **Honorary Members:** If any Full Member is unable, through illness or other cause, to play bowls, and such Member has taken an active and prominent part in the affairs of the Club, the Executive may appoint such Member as an Honorary Member for such period as it shall think fit. Except for the bowling privileges which they can not enjoy, Honorary Members shall have the same rights and privileges as Full Members.

- (h) **Casual Members:** Any person who wishes to participate in any bowling competition held by or under the auspices of the Club, shall upon entering such competition be deemed to be a casual member of the Club. Such Casual Member shall have right to use the greens as specified in the conditions of entry or rules of such competition, and to enjoy the social and pavilion activities of the Club for the period of that competition and/or while present at the Club for the purposes of such competition, but shall have no other rights as Members of the Club.

## 6.2 Applications for Membership

- (a) Applications for all categories of membership (except Casual Members and Life Members) shall be in writing addressed to the Secretary on the prescribed Bowls NZ membership form. In making such application the applicant shall acknowledge that upon acceptance as a Member s/he is bound by this Constitution, the Centre Constitution and Bowls NZ Constitution, the Club Regulations, the Centre Regulations and the Bowls NZ Regulations.
- (b) Every applicant for admission to membership of the Club shall be proposed and seconded by two Full Members of the Club, both of whom personally know the applicant.
- (c) The application shall be in writing addressed to the Secretary in the prescribed Bowls NZ membership form setting out the full name of the applicant, her/his address, the class of membership to which she/he desires admission and such other particulars as the form may require, and shall be signed by the applicant and her/his proposer and seconder.
- (d) Where an applicant is, or has been previously a Member of another club which is a member of Bowls NZ, the Board shall require the production of a Clearance Certificate on the Bowls NZ prescribed form from such club, before the applicant may be considered for membership.
- (e) Upon receipt of a properly completed membership form (and Clearance Certificate, if Rule 6.2(d) applies) the Board shall determine whether a person's application for membership is accepted. The Board may refuse to accept any applicant for membership on any lawful grounds, and shall not be required to give reasons for such refusal, but may choose to do so.
- (f) Upon approval of a new Member, the Secretary shall notify the Centre of the new Member with the details necessary to record it on the Centre's Register of Members, and the Centre, shall in turn, notify Bowls NZ of such new member.
- (g) All requests for alteration to membership status by any member shall be in writing, addressed to the Secretary and approved by the Board before taking effect.

## 6.3 Life Membership

Any Member of the Club (other than a Social Member or a Casual Member) may propose that a Member (or former Member) of the Club become a Life Member. Every such proposal shall be made in writing setting out the basis upon which the proposer considers the Member or former Member has rendered outstanding services to the Club. The application shall first be considered by the Board and if approved by it, shall be forwarded to the Members for consideration at a General Meeting of the Club. A three-fourths majority of those Members present and entitled to vote at the General Meeting shall be necessary to effect such appointment.

## 6.4 Resignation of Membership

- (a) A Member (other than a Casual Member) may resign their membership of their Club by giving not less than thirty (30) days notice of such resignation. Upon receipt of such notice of resignation, the Secretary shall inform the Centre Secretary, and in turn, the Centre shall inform Bowls NZ, of such resignation. However the resignation shall not be effective until all moneys due to the Club by the Member in her/his capacity as a Member shall have been paid.
- (b) The Secretary shall give to any Member whose resignation is effective, on request, a Clearance Certificate on the Bowls NZ approved form.
- (c) If any Member shall make default in payment of her/his subscription and other (if any) moneys due by her/him to the Club for a period of one month after written notice requiring her/him to pay the same shall have been given to her/him by the Secretary, the Board shall have power to determine her/his membership and to report her/him to the Centre as a defaulter, but such Member shall not be relieved from liability to pay such moneys.

## 7 Suspension and Termination of Membership

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### 7.1 Definition

For the purposes of this Rule the term “suspension” means the action of suspending a Member from membership of the Club for a defined period of time, unless the terms of the suspension specify otherwise. The term “expulsion” or “termination” means the action of expelling the Member and terminating their membership of the Club the Centre and Bowls NZ indefinitely, unless the terms of the expulsion or termination specify otherwise.

### 7.2 Suspension/Termination of Member

A Member may have his/her membership of the Club (and therefore of the Centre and Bowls NZ) suspended or terminated if the Board, the Club Judicial Committee or any other committee on its behalf) after reasonable enquiry considers the Member:

- (a) Has engaged in any conduct prohibited by the constitution or regulations of the Club or is inconsistent with the character, welfare or interests of the Club;
- (b) Has defaulted in payment of any fee due and owing to the Club in accordance with the constitution of the Club; or
- (c) Did not or is unable to comply with a reasonable decision of the Club, its constitution, regulations, or any policies or reasonable directions of the Club Board.

### 7.3 Opportunity to be Heard

Before any decision is made under Rule 7.2, the Executive Committee, Judicial Committee, or any other committee on its behalf, shall:

- (a) give the Member seven (7) days written notice of the Committee’s proposal to suspend or terminate the membership, and the reasons for such proposal; and
- (b) inform the Member that s/he has the right to be present, make submissions and be heard at the meeting in which the proposal to suspend or terminate is to be considered.

#### **7.4 Notification of Decision**

Upon the decision by the Board, the Club Judicial Committee or any committee on its behalf to suspend, expel or terminate a Member under Rule 7.2, the Secretary shall immediately inform the Member concerned, and within seven (7) days of the decision inform the Centre of the decision.

#### **7.5 Appeal of Club Decision**

Any Member whose membership is suspended or terminated under Rule 7.2 may appeal the decision to the Centre in accordance with this Constitution. Any such appeal shall not operate as a stay to the decision to suspend or terminate the Member's membership of the Club.

#### **7.6 Effect of Suspension/Termination**

A Member who is suspended, expelled or terminated from membership of the Club, shall also automatically have their membership of all other Clubs, Centres and Bowls NZ suspended, expelled or terminated, unless the terms of the suspension, expulsion or termination specifies otherwise. The effect of such suspension, expulsion or termination, (unless the terms of the suspension, expulsion or termination specifies otherwise) is that the Member shall:

- (a) Not be entitled to any of the rights or privileges of membership set out in this Constitution, the Club Regulations, the Centre Constitution, the Centre Regulations, the Bowls NZ Constitution and the Bowls NZ Regulations, including the right to nominate, elect or appoint officers, or the right to vote;
- (b) Not be entitled to participate, practice or play Bowls in any capacity in any competition, tournament, event or activity of any Club, Centre or Bowls NZ;
- (c) Not be entitled to have access to any function, activity, facilities, services or premises of any Club, Centre or Bowls NZ;
- (d) Not be entitled to apply for, or be granted, membership, or to compete or play in a Game of Bowls with or for any other Club or Centre, or Bowls NZ, and if such membership or playing rights are granted such membership and/or rights shall be invalid and in breach of this Constitution;

for the period of the suspension, or in the case of expulsion or termination, indefinitely (unless membership is reinstated under Rule 7.9).

#### **7.7 Suspension/Termination by Centre or Bowls NZ**

A Member of the Club who has had their membership of a Centre or Bowls NZ suspended or terminated by a Centre or Bowls NZ shall automatically have their membership of the Club suspended or terminated and Rule 7.6 shall apply to such suspension or termination. The Board is required to suspend or terminate any such Member immediately upon receiving notice from the relevant Centre or Bowls NZ that such suspension or termination has been determined. If such Member is subsequently reinstated to membership of the Centre or Bowls NZ, then s/he shall automatically have their membership of the Club reinstated upon receiving notice from the relevant Centre or Bowls NZ of such reinstatement.

#### **7.8 Member's Rights on Cessation of Membership**

A Member who ceases to be a Member of the Club shall forfeit all rights in and claims upon the Club and its property, and shall not use any property of the Club, including its Intellectual Property.

## 7.9 Reinstatement by Club

Membership, which has been suspended, expelled or terminated by the Club, may be reinstated, by a two-thirds majority of those Members present and entitled to vote at a Special General Meeting of the Club called for such purpose. If a member is reinstated under this Rule, the Club shall notify the Centre and Bowls NZ of such reinstatement within seven (7) days of the decision to do so.

## 8 Members Rights and Obligations

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### 8.1 Members acknowledge and agree that:

- (a) This Constitution, and the Bowls NZ Constitution and the Centre Constitution, constitute a contract between each of them and the Club, the Centre and Bowls NZ and they are bound by this Constitution, the Club Regulations, the Centre Constitution, the Centre Regulations, the Bowls NZ Constitution and the Bowls NZ Regulations;
- (b) They shall comply with and observe this Constitution, the Club Regulations, the Centre Constitution, the Centre Regulations, the Bowls NZ Constitution and the Bowls NZ Regulations, and any determination, resolution or policy which may be made or passed by the Board, the Centre Board or the Board of Bowls NZ;
- (c) They are subject to the jurisdiction of the Club, the Centre and Bowls NZ;
- (d) This Constitution, the Club Regulations, the Centre Constitution, the Centre Regulations, the Bowls NZ Constitution and the Bowls NZ Regulations, are necessary and reasonable for promoting the Objects of the Club, and the objects of the Centre and Bowls NZ;
- (e) This Constitution, the Club Regulations, the Centre Constitution, the Centre Regulations, the Bowls NZ Constitution and the Bowls NZ Regulations, are made in the pursuit of a common object, namely the mutual and collective benefit of Bowls NZ, the Centre, the Club, its Members and the Game of Bowls;
- (f) They are entitled to all benefits, advantages, privileges and services of membership as conferred by this Constitution, the Centre Constitution and the Bowls NZ Constitution.

## 9 Register of Members

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### 9.1 Membership Return

For the purposes of:

- (a) Complying with section 22 of the Incorporated Societies Act 1908;
- (b) Determining the exact number and categories of Members (including Casual Members) of Bowls NZ and the Centre;
- (c) Determining the exact amount of annual capitation fee payable by the Club to the Centre (and through the Centre to Bowls NZ);
- (d) Determining the exact amount of subscription payable by each Member of the Club;

- (e) Enabling Bowls NZ and the Centre to meet any contractual obligations they may have to sponsors, including the provision of membership lists containing the names and addresses of Members; and
- (f) Compiling the Bowls NZ register of members (which includes the Centres and Clubs' registers of members),

an annual return of Members in the form prescribed by Bowls NZ shall be forwarded by the Club to the Centre.

## **9.2 Filing Annual Return**

9.2.1 The Club's annual return for the year ending 31 December, together with a copy of the Club's annual report and statement of accounts for the Club shall be sent to the Centre Secretary by the [1<sup>st</sup> day of March] in each year. The Club's annual return must be certified as true and correct by the Chairperson and the Secretary.

9.2.2 The Club is not required to include in its annual return particulars of any Member who has applied for a Privacy Act exemption under Rule 38.3 until such time as the application has been finally determined.

## **9.3 Inspection of Register**

Any entry on the register of the Club's Members shall, in respect of a Member, be available for inspection by that Member, upon reasonable request and in compliance with the Privacy Act 1993

# **10 Subscriptions**

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**10.1** The subscriptions due and payable by Members (other than Life Members and Casual Members) on the first day of November in every year shall be as determined by the Club annually in a General Meeting. The Board shall recommend the subscription fee or fees it considers appropriate to the Members for consideration at the General Meeting.

**10.2** In making the determination in rule 10.1, the Club may, in its discretion, determine different subscription fees for each category of member. Such subscription fees shall be in addition to any administration, entry or other fees set by the Board in respect of particular competitions, tournaments, matches or other activities at the Club, which may be due and payable by any category of Member, including Casual Members.

**10.3** If the annual subscription fee of any Member and any other moneys owing by her/him to the Club remain unpaid after the first day of November in any year she/he shall be regarded as being an unfinancial Member and shall not thereafter, unless the Board shall otherwise determine in special circumstances, be entitled to exercise or enjoy any right, privilege or advantage of membership until all such moneys shall have been paid. Before this rule takes effect the Secretary must give written notice to the Member concerned of the outstanding moneys owing by that Member to the Club.

**10.4** The Board shall have the power to reduce the first annual subscription of any Full Member or Student Member accepted to membership after the 1st day of January in any year.

## 11 Board

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11.1 The Board shall consist of the following:

- (a) the Secretary;
- (b) the Treasurer;
- (c) up to six (6) other Full Members of the Club .
- (d) a Chairman and Vice-Chairman shall be elected by the Board from the six other members at a meeting immediately following the AGM at which the Board is elected.

In the event of any member of the Club elected to fill two offices, an additional Member may be co-opted by the Board to be a member of the Board.

11.2 The position on the Board shall be vacated if the holder of it:

- (a) Ceases to be a Full Member, Student Member or Life Member of the Club;
- (b) Resigns her/his office;
- (c) Dies;
- (d) Without being excused by the Board, absents herself or himself from three or more consecutive meetings of the Board;
- (e) Is removed from office by resolution of those Members present and entitled to vote at a Special General Meeting convened for that purpose;
- (f) Becomes ineligible to continue to hold office by reason of suspension or termination;
- (g) Becomes bankrupt;
- (h) Commits a criminal offence punishable by a term of imprisonment.

11.3 The Board shall have the power to fill any casual vacancy occurring through to the next election.

## 12 Nominations & Election of Board and Bowls Committees

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### 12.1 Nominations to be Called

12.1.1 The members of the Board of the Club shall be elected at each Annual General Meeting.

12.1.2 The Secretary shall, not later than the 20<sup>th</sup> March in each year, advise each Member and invite nominations for the positions of members of the Board. The invitation will include the date for closing of nominations which must not be later than the day immediately preceding the date of the Annual General Meeting in that year. Nominations shall be in writing signed by proposer and seconder, who are to be Full Members, Student Members or Life Members of the Club, and shall contain the consent of the nominee together with the nominee's full postal address and such other information as the Board may request in respect of each nomination.

12.1.3 If no valid or insufficient nominations for each position are received by the Secretary in accordance with this Rule, then nominations for such position may be made orally at the



Annual General Meeting, provided that the approval of the nominee has been obtained. Should there be only one such nomination the Chairperson of the meeting shall declare the nominee elected. Should there be more than one such nomination, a ballot shall be taken amongst those Members present and entitled to vote.

## 12.2 Election

12.2.1 If an election is necessary for any position on the Board then a ballot shall be taken amongst those Members present and entitled to vote at the Annual General Meeting.

12.2.2 Elections shall be conducted and declared in the following order:

Patron  
Secretary  
Treasurer  
Six other members of the Board.

12.2.3 Where there is an equality of votes between candidates then a second ballot shall be held, and in the event of an equality of votes after the second ballot then the outcome shall be determined by lot.

12.2.4 In any ballot the candidate who receives at least 51% of the eligible votes shall be deemed to be duly elected to the position.

12.2.5 Any indication on a ballot paper of the status or qualification of any candidate shall render such ballot paper and vote invalid.

## 12.3 Bowls Committees

**Two Bowls Committees** shall be elected by and at the Annual General Meeting and will consist of respectively Men's and Women's Committees, with one (1) Club captain (Chair), three (3) Competitions Committee members and three Selectors in each Committee. [Nominations will be invited for these positions in the same manner and at the same time as the board nominations in clauses 12.1.2 and 12.1.3](#)"

## 12.4 Term of Office

The term of office of the members of the Board and the Bowls Committees shall be from the conclusion of the Annual General Meeting at which their election is made through to the close of the following Annual General Meeting. Each member of the Board shall be eligible for re-election.

# 13 Patron

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On the recommendation of the Board, the Club may, by decision of the majority of those Members present and entitled to vote at a General Meeting, invite a person to be Patron of the Club. Such invitation, if accepted, shall be for such term as the Members at the General Meeting determine.

## **14 Proceedings of Board**

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### **14.1 Number of Meetings**

The Board shall meet a minimum of nine (9) occasions each year at the most convenient time and place, including immediately prior to each Annual General Meeting or Special General Meeting of the Club. Other business requiring the immediate consideration of the Board may be conducted by written correspondence or conference calls.

### **14.2 Convening of Meetings**

Notwithstanding Rule 14.1, a meeting of the Board shall be held at such venue and time as decided by the Chairperson, or if requisitioned for the consideration of urgent business by not less than two (2) Board Members. Such requisition shall be in writing addressed to the Secretary and shall state full details of the urgent business to be discussed.

### **14.3 Notice of Meetings**

Unless for some good reason the circumstances do not permit, the Secretary shall provide to each Board Member not less than fourteen (14) days' written notice of any Board meeting convened under Rule 14.1 and not less than seven (7) days' written notice of any Board meeting convened under Rule 14.2.

### **14.4 Voting**

14.4.1 Each Board Member present at any Board meeting may exercise one (1) vote. The Chairperson shall have a deliberative vote, and in the event of an equality of votes but not otherwise the Chairperson shall also have a casting vote which shall have due regard to the status quo.

14.4.2 Any Member, including any Board member, who may derive some personal or financial advantage from any matter before the Board shall disclose the nature and extent of their interest to the Board and shall take no part whatsoever in the matter before the Board where they hold such interest, other than as a member of the Board.

### **14.5 Minutes**

The Secretary shall ensure the proceedings of each Board meeting are properly recorded as soon as possible after the conclusion of each meeting. A copy of such minutes shall then be made available to (either directly or upon request) each Member of the Club. The original of each set of minutes shall be permanently affixed in the minute book and confirmed at the next meeting of the Board.

### **14.6 Quorum**

14.6.1 The quorum for meetings of the Board shall be one more than half of the Board Members.

14.6.2 No business shall be transacted at any Board meeting unless a quorum shall be present, except that those present may fix a date and venue for the reconvening of the meeting. Notice of such date and venue of any reconvened meeting shall be given forthwith to each Board Member.

### **14.7 Attendance**

Any Board Member who fails to attend three (3) consecutive meetings of the Board without leave of absence shall forfeit her/his office on the Board.

## 14.8 Conference Calls

A meeting of the Board may be held by the contemporaneous linking together by telephone or other means of communication of the Board Members and in such event the procedural requirements of this Rule in relation to meetings of the Board shall apply with any necessary modification.

## 14.9 Chairperson

The Chairperson of meetings of the Board shall be the Chairperson unless he/she is unavailable in which case the Vice-Chairperson shall chair the meeting. If the Vice-Chairperson is not available, then the members of the Board shall determine amongst themselves who shall chair the meeting.

# 15 Powers and Duties of the Board

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## 15.1 Overall Power

15.1.1 The Board shall be the policy-making body of the Club and shall also be responsible for managing the business and affairs of the Club.

15.1.2 The Board shall, through clearly-defined delegations of authority, delegate the day-to-day management of the business and affairs of the Club.

## 15.2 Powers and Duties

The Board shall have the following general powers and duties:

15.2.1 To develop and implement strategies, policies and procedures for the administration, promotion and development of the Game of Bowls in the Club;

15.2.2 To develop and implement prudent policies to protect and enhance the Club's finances and property;

15.2.3 To control, manage and expend the funds of the Club including the power to invest or otherwise deal with such funds, and to incur liability as it may think necessary or expedient, in accordance with the powers of the Club set out in Rule 5 of this Constitution, provided, however, any expenditure in excess of \$50,000.00 (GST inclusive) or contract arrangements which contain obligations totalling more than \$50,000.00 GST inclusive per annum, shall only be made if ratified by the membership with a 2/3 majority of those present and entitled to vote at a general meeting of the Club.

15.2.4 To establish such committees and groups as it considers appropriate to assist it to carry out its responsibilities;

15.2.5 To establish such corporate and other entities to carry on and conduct all or any part of the affairs of the Club;

15.2.6 To co-opt, engage, contract or otherwise agree to obtain the assistance or advice of any person or organisation for the Board;

15.2.7 To delegate such powers as it considers appropriate to employees, committees or other groups appointed by it;

15.2.8 To enforce the Laws of the Game;

- 15.2.9 To determine the yearly calendar for Club tournaments, events and competitions;
- 15.2.10 To employ, engage or otherwise appoint a manager, coaches, managers, umpires, greenkeepers and support personnel for Club representative bowls teams and competitions, determine the terms and conditions of such appointments and, if necessary, terminate such appointments;
- 15.2.11 To appoint such persons as it considers appropriate to committees, positions and roles within the Club, (except as otherwise specified in this Constitution or the Club Regulations), to determine the terms and conditions of such appointment and, if necessary, to terminate such appointments;
- 15.2.12 To approve Club representative Bowls Teams and squads selected by the selectors;
- 15.2.13 Subject to this Constitution, to fill vacancies of the Board, any committees and other groups which are established by it;
- 15.2.14 To determine the conditions and rules of Club tournaments, events and competitions, held by or under its auspices;
- 15.2.15 To appoint members to any Club Special Committee and administer the Club Judicial Committee;
- 15.2.16 To approve the delegate to represent the Club at general meetings of the Centre;
- 15.2.17 To discipline Members as specified under Rules 7 and 22;
- 15.2.19 To develop Club programmes for playing, coaching, umpiring and officiating the Game of Bowls and implement them as agreed by Bowls NZ together with national programmes;
- 15.2.20 To resolve and determine any disputes or matters not provided for in this Constitution.

## **16 Secretary and Treasurer**

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### **16.1 Secretary - Duties**

The Secretary shall:

- (a) Give notice of, and attend, General Meetings and meetings of the Board, keep minutes of the proceedings of such meetings and record the attendance at Meetings of the Board (particulars of which shall be included in the Annual Report).
- (b) Conduct all correspondence and generally perform such duties required under the Constitution of Bowls NZ and the Centre and/or this Constitution and the Club Regulations and such other duties as directed by the Board.
- (c) Keep a register of members, and forward the annual return of the Club, in accordance with the requirements of the Centre and Bowls NZ.

### **16.2 Treasurer - Duties**

The Treasurer shall:

- (a) Collect and account for all subscriptions and other moneys payable to the Club, bank to

the credit of the Club's banking account, disburse the moneys of the Club under the authority of the Board, and keep proper accounts of the financial affairs of the Club.

- (b) Submit accounts payable by the Club for the approval of the Board before payment, and report to each meeting of the Board the state of the finances of the Club.
- (c) Immediately after the close of each financial year, 30<sup>th</sup> day of April, prepare and submit to audit the Statement of Income and Expenditure, and Balance Sheet.
- (d) The audited Statement of Accounts for the Club for the financial year, together with a budget of estimated income and expenditure for the ensuing year shall, together with the Annual Report, be forwarded to each financial Full Member with the notice of the Annual General Meeting.

## 17 Bowls Committees

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### 17.1 Club Captains – Duties

The Men's and Women's Club Captains shall chair the Men's and Women's Bowls Committees as required and shall report to each Board meeting the state of all matters relating to the Bowls Committee activities. All other duties are as defined in the Club's Regulations.

### 17.2 Competitions Committees – Duties

The duties of the Competitions Committees shall be to conduct and regulate all Club competitions. Men and Women members shall control their respective matches and competitions but to meet on any matters of common concern. All other duties are as defined in the Club's Regulations.

### 17.3 Selectors – Duties

The duties of the selectors shall be to select the Teams for Interclub matches, to classify and handicap players for Competitions, and to make nominations in accordance with the Constitution of the Centre for Representative Teams. Men and Women members shall control their respective selections but to meet on any matters of common concern. All other duties are as defined in the Club's Regulations.

## 18 Board Appointments

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### 18.1 Green Superintendent

18.1.1 The Green Superintendent shall be appointed by the Board from time to time. Subject to any specific instructions given by the Board, she/he shall be responsible for:

- (a) the maintenance and upkeep of the greens and surrounds,
- (b) supervise and direct the work of the Greenkeeper and of any casual and voluntary work related to the greens of a similar nature, and
- (c) at each Board Meeting report on the state of the greens and such other matters as she/he deems desirable or as may be required by the Board.

18.1.2 The Green Superintendent, or in her/his absence the Chairperson or Vice-Chairperson, shall have power to prevent play on the Club's greens or any part of them and/or close the greens, if at any time (subject to this Rule) it is considered that the greens might be damaged by being played upon. Such decision to require the cessation of play or the close the greens shall be signified by the display of an appropriate notice on the green or rink concerned and/or a notice on the Pavilion notice board. This clause shall **not** apply where the Club greens are being used by the Centre or by Bowls NZ for a competition, tournament or match being held by or on their behalf, in which case the controlling body of such competition, tournament or match shall determine, in consultation with the Green Superintendent, whether or not play can continue and/or the greens should be closed.

## 18.2 Centre Delegates

The Delegate(s) to the Centre in respect of the current year of the Club shall be appointed by the Board from time to time and shall assume office in accordance with the provisions in the Centre Constitution. The Annual General Meeting shall in similar manner elect one or more Substitute Delegates who may act as the Club Delegate(s) on the Centre if the Club Delegate(s) shall be unable to so act. Delegates shall, when specific instructions are given, vote at meetings of the Centre in accordance with the directions given her/him (them) by the Board and/or any General Meeting. The Delegate(s) shall report to the Board all decisions of the Centre affecting or of interest to the Club.

## 19 General Meetings

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### 19.1 Annual General Meeting

19.1.1 An Annual General Meeting of the Club shall be held not later than the last Sunday in June each year. The Secretary shall give formal written notice including an agenda, any notices of motion and audited financial statements, to all Members entitled to vote at the meeting, confirming the venue, date and time of such meeting, as determined by the Board, not later than fourteen (14) days prior to the proposed date for the meeting.

19.1.2 The business to be transacted at every Annual General Meeting shall include:

- (a) Confirmation of the minutes of the previous year's Annual General Meeting;
- (b) Receiving the Board's report for the financial year ending 30<sup>th</sup> April together with the Statement of Income and Expenditure and audited Statement of Accounts for the Club for the financial year;
- (c) Receiving the Auditor's report on the accounts of the Club for the preceding financial year;
- (d) The election of members of the Board, the Secretary, the Treasurer and the Bowls Committees;
- (e) Fixing the annual subscription fee or fees;
- (f) Considering and dealing with notices of motion from Members of which due and proper notice has been given;
- (g) Transacting such other business as the General Meeting deems appropriate.

## 19.2 Notices of Motion

- 19.2.1 Only those Members entitled to vote at a General Meeting of the Club may submit notices of motion.
- 19.2.2 Any notice of motion from a Member must be received by the Secretary fourteen (14) days prior to an Annual General Meeting in order to be considered at that meeting.
- 19.2.3 Every notice of motion must be signed by the Member.
- 19.2.4 Any matter of an urgent or extraordinary nature which normally would be required to be the subject of a notice of motion may, if prior written notice has been given to the Secretary and the Chairperson, be brought before such meeting and determined by it but only if the majority of those Members present and entitled to vote do so in favour of the matter not being circulated to the Members for prior consideration.

## 19.3 Special General Meeting

19.3.1 The Secretary shall convene a Special General Meeting of the Club:

- (a) when directed to do so by the Board; or
- (b) on requisition in writing signed by not less than ten (10) Members entitled to vote at a General Meeting which shall provide full details of the business to be dealt with at the meeting,

by giving the requisite notice required under Rule 19.3.2.

19.3.2 A Special General Meeting if called for or requisitioned pursuant to Rule 19.3.1 shall be convened by the Secretary giving at least fourteen (14) days' notice to the members of the Board and Members of the date and venue of such meeting (except where in the view of the Chairperson such notice period is not practicable). Such notice shall clearly state the reasons why the Special General Meeting is being convened and provide as full details as possible of the nature of the business to be transacted at the meeting. Only the business mentioned in the notice of requisition may be dealt with at such Special General Meeting.

## 19.4 Meeting Chairperson

The Chairperson shall chair the Annual General Meeting or a Special General Meeting. In the event of the Chairperson being unavailable, the Vice Chairperson shall chair the meeting and if s/he is unavailable, the meeting shall appoint a person from amongst its number to chair the meeting in the Chairperson's absence.

## 19.5 Procedure

- (a) At all General Meetings every financial Full Member, Student Member and Life Member personally present shall on each question be entitled to have one vote.
- (b) The Chairperson shall have a deliberative vote, and in the event of an equality of votes but not otherwise, the Chairperson shall also have a casting vote, which shall have due regard to the status quo.
- (c) No proxy voting shall be allowed.
- (d) Voting shall be by show of hands, except for election of members to the Board or, if any two members present and entitled to vote request a ballot, which in either case a secret ballot shall be held.

## 19.6 Minutes

The Secretary shall ensure the proceedings of all Annual General Meetings and Special General Meetings are recorded and incorporated in a minute book. As soon as possible after the conclusion of each meeting the Secretary shall forward a copy of the minutes to the members of the Board, Members, and the Centre.

## 20 Quorum

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- 20.1** The quorum for all Club General Meetings shall be one more than a quarter of the number of financial Members entitled to vote, provided that should such number not be a whole number, the quorum shall be the next whole number.
- 20.2** No business shall be transacted at any General Meeting unless a quorum shall be present, except that those present may fix a date and venue for the reconvening of the Meeting.
- 20.3** If a quorum is not present within an hour after the appointed time for it, the Meeting, if convened upon the requisition of Members shall be dissolved. In every other case it shall stand adjourned to a time and place to be fixed by the Chairperson on adjourning the Meeting. If at the adjourned Meeting a quorum is not present within half an hour after the appointed time, the Members present shall be a quorum.

## 21 Awards

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The Club may, at the Annual General Meeting, on the recommendation of the Board award a service medal to any person whose long and outstanding or meritorious service to the Club merits such recognition.

## 22 Discipline

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### 22.1 Disciplinary Process

The disciplinary process for Misconduct (as defined in Rule 22.2) shall be as follows:

- (a) **Club Member – Laws of the Game:** Where a Member or Official of a Club engages in Misconduct which **is** covered by the Laws of the Game, the Controlling Body responsible for enforcing the Laws of the Game shall take such disciplinary action as is set out in the Controlling Body's constitution and/or regulations;
- (b) **Club Member – Other:** Where a Member or Official of a Club engages in Misconduct which is **not** covered by the Laws of the Game, the Club's Board, the Club's Judicial Committee, or equivalent body, shall take such disciplinary action as is set out in this Constitution and/or the Club Regulations, unless stated otherwise in the Club Regulations.



## 22.2 Misconduct Defined

For the purposes of this Constitution, the definition of “Misconduct” shall include, but shall not be restricted to, situations where a Member or Official of the Club:

- (a) Breaches any provision of the Laws of the Game;
- (b) Deliberately loses or attempts to lose a Game of Bowls or plays unfairly;
- (c) At any event, function or activity of the Club, or whilst on the property of the Club, uses any profane, indecent or improper language;
- (d) At any time or place engages in offensive or insulting behaviour towards the Club or any member of the Club, or any person acting for or on behalf of the Club, including employees;
- (e) Breaches any provision of:
  - (i) this Constitution, or the Bowls NZ Constitution or the Centre Constitution;
  - (ii) the Club Regulations, the Bowls NZ Regulations or the Centre Regulations;
  - (iii) any policies of the Club, Bowls NZ or the Centre, or
  - (iv) any reasonable direction of the Club, Bowls NZ or the Centre (or person authorised on its behalf);
  - (v) any decision of a General Meeting, the Club Board or the Club Judicial Committee or any decision of any equivalent bodies of Bowls NZ or the Centre;
- (f) acts in a manner which brought, or could bring, the Club or Bowls NZ or any Centre into disrepute;
- (g) acts in a manner unbecoming of a Member of the Club or which is prejudicial to the objects of the Club, Bowls NZ and/or the Centre;
- (h) fails or refuses, for a period of one (1) calendar month to pay any fine or monetary penalty imposed by the Club, Bowls NZ and/or the Centre or any authority under the jurisdiction of the Club, Bowls NZ or the Centre;
- (i) aids or abets any of the conduct specified in (a) to (h) above.

## 22.3 Club Defined

For the purposes of Rules 22.1 and 22.2, the “Club” has the meaning defined in Rule 2 (Interpretation) of this Constitution and also has an extended meaning to include the Board or equivalent body of the Club, any sub-committee of the Club, and any team or side representing the Club.

## 22.4 Official Defined

For the purposes of Rules 22.1 and 22.2, an “Official” has the meaning defined in Rule 2 (Interpretation) of this Constitution and also has an extended meaning to include any person who is a member of any match committee, tournament committee, and a person who is a team manager, a selector, a coach or an umpire.

## 22.5 Procedure for Misconduct

The relevant body in Rule 22.1 shall take action for any alleged Misconduct upon receiving details of the allegation in writing from any person or organisation and as otherwise set out in the Club Regulations.

## 23 Disputes

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### 23.1 Dispute Process

Subject to Rule 23.4, the process for resolving Disputes (as defined in Rule 23.2) shall be as follows:

- (a) **Club Member vs Club Member – Laws of the Game:** Where a Member of the Club has a Dispute with another Member of the Club and such Dispute **is** covered by the Laws of the Game, the Controlling Body responsible for enforcing the Laws of the Game, shall take such steps for resolving the Dispute as are set out in the Controlling Body's constitution and/or regulations;
- (b) **Club Member vs Club Member – Other:** Where a Member of the Club has a Dispute with another Member of the Club and such Dispute is **not** covered by the Laws of the Game, the Club's Board, the Club's Judicial Committee, or equivalent body, shall resolve the Dispute in accordance with the Club's constitution and/or regulations;
- (c) **Club Member vs Club – Laws of the Game:** Where a Member of the Club has a Dispute with the Club or any Official of the Club and such Dispute **is** covered by the Laws of the Game, the Controlling Body responsible for enforcing the Laws of the Game, shall take such steps for resolving the Dispute as are set out in the Controlling Body's constitution and/or regulations;
- (d) **Club Member vs Club – Other:** Where a Member of the Club has a Dispute with the Club or any Official of the Club and such Dispute is **not** covered by the Laws of the Game, the Club's Board, the Club's Judicial Committee, or equivalent body, shall resolve the Dispute in accordance with the Club's constitution and/or regulations.

### 23.2 Dispute Defined

For the purpose of this Constitution, the definition of "Dispute" shall (subject to Rule 23.3) include situations where the Club, or any Member or Official of the Club has a grievance or difference about the meaning or effect of any Rule, provision, decision, policy, practice, right, privilege or direction (including this Constitution, the Laws of the Game and the Club Regulations) determined by a Controlling Body or the Club or a Member or Official of the Club.

### 23.3 Disputes Exclude

A Dispute shall **not** include:

- (a) a matter which involves an allegation of Misconduct,
- (b) a matter which is before, or has been before, the Club's Board, the Club Judicial Committee or an equivalent body, or the Judicial Committee (or equivalent body) of Bowls NZ or the Centre Judicial Committee, or
- (c) a matter which is or has been appealed under this Constitution.

### 23.4 Application of Rule 23.1

A Dispute may only be resolved under one of the sub-Rules (a) to (d) in Rule 23.1. Once proceedings have commenced under any such sub-Rule they cannot be resolved under any other sub-Rule in Rule 23.1.

### **23.5 Club Defined**

For the purposes of Rules 23.1 and 23.2, the “Club” has the meaning defined in Rule 2 (Interpretation) of this Constitution and also has an extended meaning to include the Board, any sub-committee of the Club, and any team or side representing the Club.

### **23.6 Official Defined**

For the purposes of Rules 23.1 and 23.2, an “Official” has the meaning defined in Rule 2 (Interpretation) of this Constitution and also has an extended meaning to include any person who is a member of any match committee, tournament committee, and a person who is a team manager, a selector, a coach or an umpire.

### **23.7 Procedure for Dispute**

The relevant body in Rule 23.1 shall resolve the Dispute upon receiving details of the Dispute in writing from the aggrieved Member or body which is in Dispute and is otherwise set out in the Club Regulations.

## **24 Club Special or Judicial Committee**

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At any time that the issue warrants the Board may appoint either a Club Special Committee or Judicial Committee

### **24.1 Composition**

Any Club Special Committee shall comprise not less than three (3) persons who are not members of the Board but have the relevant knowledge and experience to consider these matters. The Board shall have the power to appoint such persons.

The Club Judicial Committee shall comprise not less than three (3) persons appointed from time to time by the Board. The members of the Club Judicial Committee should, if possible, comprise of:

- (a) a person with legal experience, preferably a lawyer;
- (b) a person with significant experience in disciplinary matters, preferably in relation to bowls;
- (c) a person with extensive knowledge of the Game of Bowls.

The Secretary shall appoint a Chairperson on each occasion when the Club Judicial Committee is to be convened from one of the members appointed to the Club Judicial Committee. No Board member, employee or person who has an interest in the matter before the Club Judicial Committee, is eligible to sit on the Club Judicial Committee. In an emergency situation any two members of the Club Judicial Committee may constitute a quorum.

### **24.2 Functions**

The functions of the Club Special or Judicial Committee shall be to:

- (a) hear and determine any allegation of Misconduct properly made to it under this Constitution;
- (b) hear and determine any Dispute properly made to it under this Constitution;
- (c) hear and determine any Appeals properly made to it under this Constitution;

- (d) if delegated by the Board, undertake any inquiry or investigation, on behalf of the Club.

### 24.3 Procedure

In performing its functions, the Club Special or Judicial Committee shall follow the procedures set out in the Club Regulations.

### 24.4 Decisions

- (a) The Club Special Committee shall make recommendations to the Board which shall make binding decisions subject to the right of appeal (under Rule 25).
- (b) Subject to the right of appeal (under Rule 25), all decisions of the Club Judicial Committee shall be final and binding on all Members. The failure to adhere to a decision of the Club Judicial Committee may result in the affected Member being suspended or expelled from the Club under Rule 7.2 of this Constitution, and/or such other steps being taken as set out in this Constitution.

## 25 Appeals

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### 25.1 Appeal Process

The appeal process for appeals of decisions involving Misconduct or a Dispute shall be as follows:

- (a) **Appeal to a Club – Laws of the Game:** Where the Club (or committee on its behalf) is the Controlling Body and that Controlling Body has made a decision involving Misconduct or a Dispute covered by the Laws of the Game, any party affected by that decision may appeal such decision to the Club's Judicial Committee (or equivalent committee) in accordance with this Constitution and/or Regulations;
- (b) **Appeal to the Centre - Other:** Where the Club Judicial Committee (or equivalent committee) has made a decision involving Misconduct or a Dispute which is **not** covered by the Laws of the Game, any party affected by that decision may appeal such decision to the Centre Judicial Committee in accordance with the Centre Constitution and/or the Centre Regulations;
- (c) **Appeal to Bowls NZ –** where Bowls NZ (or committee on its behalf) is the Controlling Body and that Controlling Body has made a decision involving Misconduct or a Dispute covered by the Laws of the Game, any party affected by that decision may appeal such decision to the Bowls NZ Judicial Committee in accordance with the Bowls NZ Constitution and Bowls NZ Regulations.

### 25.2 Decisions

The decision in relation to an Appeal which is determined by the Club Judicial Committee, the Centre Judicial Committee or the Bowls NZ Judicial Committee, shall be final and binding and there is no second or further right of appeal.

### 25.3 Procedure

In determining any appeal, the Club Judicial Committee shall follow the procedures set out in the Club Regulations.

## **25.4 Stay of Execution**

Pending the determination of an appeal before it, the Club Judicial Committee may grant a stay of execution of the decision which is being appealed.

## **26 Laws of the Game**

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- 26.1** All matches shall be played in accordance with the Laws of the Game and any rules or regulations made under the Bowls NZ Constitution as approved, and its members shall, as a condition of the continuance of membership of Bowls NZ, at all times and in all respects conform to and be bound by the constitutions and regulations of the Club, the Centre and Bowls NZ.

## **27 Club Regulations**

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### **27.1 Board to Determine**

The Board may determine from time to time Club Regulations covering attire and/or conditions of play for tournaments and competitions and/or any such other matters as the Board in its discretion deems appropriate, provided they are not inconsistent with this Constitution, the Centre Constitution, the Centre Regulations, the Bowls NZ Constitution or the Bowls NZ Regulations. Such Club Regulations when determined shall be recorded in a Regulations Register maintained by the Secretary and circulated to Members as appropriate.

### **27.2 Application**

Any Club Regulations determined under this Rule shall be binding on all Members.

### **27.3 Alterations**

Club Regulations determined under this Rule may be rescinded, amended or added to from time to time only by resolution of the Board.

## **28 Monetary Gain**

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Any income, benefit or advantage shall be applied to the objectives of the Club. No member of the Club or any person associated with a member, shall participate in or materially influence any decision of the Club, in respect of the payment to or on behalf of that member or associated person of any income, benefit or advantage whatsoever. Any such income shall be reasonable and relative to that which would be paid in an arms length transaction (being open market value). The provisions and effect of this Rule shall not be removed from this Constitution and shall be included and implied in any constitution replacing this Constitution.

## **29 Colours**

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The official uniform and official colours of the Club shall be as determined by a resolution of the members at a General Meeting and then as specified in the Club Regulations.

## 30 Alterations to Constitution

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This Constitution may be rescinded, amended or added to only by a resolution in that behalf passed by a two-thirds majority of those Members present and entitled to vote at an Annual General Meeting or a Special General Meeting convened for that purpose. Any alterations to the Constitution will not come into effect until thirty (30) days after such alterations have been approved. No amendment may be made to this Constitution, which affects Rule 31 relating to liquidation or Rule 28 relating to monetary gain unless it has been first approved by the Inland Revenue Department.

## 31 Winding Up, Dissolution and Liquidation

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- 31.1** Members may resolve to wind up the Club, if the Club at a General Meeting of its Members passes a resolution to do so and that resolution is confirmed at a subsequent General Meeting called together for that purpose and held not earlier than thirty (30) days after the date on which the resolution to be confirmed was passed. The term “**resolution**” in this context means the resolution carried by a majority of the valid votes cast by those Members present and entitled to vote, and the resolution shall be taken to be confirmed at the subsequent General Meeting if the confirmation is carried by such a majority.
- 31.2** If Rule 31.1 is invoked the Members may pass an additional resolution appointing a liquidator. Such resolution must be confirmed at a subsequent General Meeting called together for that purpose and held not earlier than thirty (30) days after the date on which the resolution to be confirmed was passed. The term “**resolution**” in this context means the resolution carried by a majority of the valid votes cast by those members present and entitled to vote at the General Meeting in person, and the resolution shall be taken to be confirmed at the subsequent General Meeting if the confirmation is carried by such a majority.
- 31.3** In the event of the winding up, dissolution or liquidation of the Club or its dissolution by the Registrar of Incorporated Societies, the funds and assets of the Club remaining after payment and satisfaction of its debts and liabilities and the costs and expenses of the winding up, dissolution or liquidation shall be distributed by the Club in General Meeting for such local community and recreation purposes as determined in accordance with the resolution to wind up, but no part of the income shall be used or available to be used for the pecuniary profit of any proprietor, member or shareholder.

## 32 Common Seal

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The Club shall maintain a common seal which shall be kept in the custody of the Secretary and shall be affixed to any document only by the authority of the Board and in the presence of any two (2) of the Chairperson, Treasurer or the Secretary, or any Board member so authorised by resolution of the Board to that effect.

## 33 Indemnity

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- 33.1** Each Full Member, Life Member, Student Member, and member of the Board shall, except in the case of wilful default or fraudulent acts or omissions, be indemnified by and out of the funds of the Club against any loss, damage, expenses or liability incurred by reason of or in connection

with any legal proceedings instituted against them or any of them for any act done, omitted or suffered in relation to the performance of any of their duties in respect of the Club.

- 33.2** The Board may effect any appropriate insurance cover in respect of the indemnity provision in this Rule at the expense of the Club.

## **34 Matters Not Provided For**

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If any matter shall arise which in the opinion of the Board is not provided for in this Constitution then it may be determined by the Board in such manner as it deems fit, and every such determination shall be binding upon Members unless and until set aside by a resolution of a General Meeting.

## **35 Auditor**

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An Auditor, who shall not be a member of the Club, shall be appointed by the Board after due consideration of their professional standing and expertise, and shall examine and report on the annual Statement of Accounts and Balance Sheet. The Auditor shall at all reasonable times have access to the books and accounts of the Club and shall be entitled to any information required relating to them or to any matter deemed necessary or desirable for audit purposes.

## **36 Financial**

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- 36.1** The Club's current banking account shall be kept at the SBS Bank, Ferrymead, or at such other Bank as may be decided upon by the Board. All cheques on such account shall be signed by the Treasurer or Assistant Treasurer and any other nominated member of the Board.
- 36.2** A majority of the Members present and entitled to vote at a General Meeting of the Club convened for the purpose, may resolve to borrow or raise, and secure the repayment of, such sum or sums of money in such a manner as they shall think fit including by charges upon all or any of the Club's assets (both present and future) and to purchase, redeem and pay off such securities.
- 36.3** The Board shall have power to borrow by way of bank overdraft for the working expenses of the Club such amount of money either at one time or from time to time, but not exceeding in the aggregate \$50,000, without the approval of the Members at an AGM at such rate of interest and on such terms as the Board may deem necessary or expedient, and to arrange for and obtain guarantees for the repayment thereof from Members of the Club. Every Member becoming surety for any such loan shall be indemnified by the Club in respect of such surety.
- 36.4** The financial year of the Club shall end on the 30th April in each year. The Board shall cause true and complete accounts to be kept of the income and expenditure and assets and liabilities of the Club. A Statement of Accounts and Balance Sheet, in the form approved by the Board and duly audited shall, together with the Annual Report, be forwarded to each financial Full Member, Life Member and Student Member with the notice of the Annual General Meeting.

## 37 Notices

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Any notice required to be given under this Constitution shall be in writing and may be served either personally or by posting it in a prepaid letter addressed to the member at the address last notified by her/him to the Secretary. If given by post it shall be deemed to have been given at the time when the letter containing the same would be delivered in the ordinary course of post.

## 38 Privacy Act 1993

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**38.1** It is a condition of membership of the Club that each Member irrevocably consents pursuant to the Privacy Act 1993 to personal information in the form of her/his name and residential address, office held (if necessary) and telephone number being included in a membership list for display in the Club house and/or circulation to other members, including by electronic distribution and/or circulation and inclusion in the annual return supplied by the Club to the Centre for any one or more of the following purposes:

- (a) the Club and the Centre's membership records including a record of paid and unpaid subscription fees, and the Centre's record for the purpose of calculating capitation fees due to the Centre and Bowls NZ;
- (b) for the publication and distribution, including electronic distribution, of members details by the Club and in the Centre handbook (if necessary);
- (c) for distribution by the Club and the Centre pursuant to arrangements entered into with sponsors;
- (d) for forwarding to Bowls NZ for its records including capitation fee purposes and/or for distribution by Bowls NZ pursuant to arrangements entered into with sponsors.

**38.2** For the purposes of Principles 10-11 of the Privacy Act 1993, the use or disclosure of personal information obtained pursuant to Rule 38.1 shall, subject to the provisions of Rule 38.1, be a use or disclosure of information authorised by the individual concerned or a use or disclosure connected with or directly related to the purpose for which the information was obtained.

**38.3** Notwithstanding the provisions of Rule 38.1:

38.3.1 Should any Member object for good reason to the disclosure of personal information in the manner prescribed in Rule 38.1 then such person may make application to the Club's Secretary for exemption in whole or in part from these requirements and the Secretary, having regard to the privacy principles contained in the Privacy Act 1993, may in his/her absolute discretion grant or refuse to grant such application. Any application to the Secretary for exemption under this provision shall fully state the grounds upon which the applicant relies.

38.3.2 Any person dissatisfied with the decision of the Secretary under this Rule may have the matter referred to the Board for determination. The matter may at the request of the Board or the Member be further considered by the Board of Bowls NZ, whose decision shall be final.



## **39 Transitional Provisions**

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The Constitution is adapted to accommodate the requirements of the merger of assets and members of the Mt Pleasant Bowling Club Incorporated with the Redcliffs Bowling Club Incorporated and to facilitate this process, the following transitional provisions shall apply. For the purpose of these transition clauses, the transition period shall be 2 years from the Annual General Meeting following the adoption of this Constitution.

### **39.1 Application for Membership**

All persons who were full members of the Mt Pleasant Bowling Club in good standing at the date of the adoption of this Constitution, and who wish to become members of the Redcliffs Mt Pleasant Bowling Club Incorporated, shall be eligible and accepted as members of the Redcliffs Mt Pleasant Bowling Club Incorporated without the need to comply with clause 6.2 herein.

### **39.2 Composition of Board**

For the purposes of clause 11.1(c), the six (6) members elected to the Board for the transition period will comprise of three (3) former members of the Redcliffs Bowling Club and three (3) former members of the Mt Pleasant Bowling Club. The transitional committee shall invite nominations for all elected Board and Bowls Committee positions under these provisions by 15 May 2012 to be elected at the first AGM after the merger is completed.

### **39.3 Transitional Committee**

From 1 May 2012 until the first Annual General Meeting and appointment of a Board, the existing Executive Committees shall remain in situ, but shall delegate their powers and responsibilities to a Management Committee comprising eight (8) members, four (4) of which are appointed by the Redcliffs Bowling Club and four (4) appointed by the Mt Pleasant Bowling Club, as per clause 2 of the Memorandum of Understanding dated 2 March 2012.

### **39.4 Patron**

The Patrons for each of the Redcliffs Bowling Club and the Mt Pleasant Bowling Club shall retain their appointments for the remainder of their respective terms following which the provisions of clause 13 apply