

**CONSTITUTION
OF
AWATEA ATHLETICS INCORPORATED.**

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Awatea Athletics Incorporated Constitution

1. Definitions and interpretation

- 1.1 **Definitions:** In this Constitution, unless the context requires otherwise, the following words and phrases have the following meanings:

Act means the Incorporated Societies Act 2022, including any amendments, and any regulations made under that Act.

AGM or Annual General Meeting means a meeting of the Members held once a year convened under this Constitution.

Applicable Disputes Body means the relevant hearing body, committee or person authorised, delegated or appointed by Athletics New Zealand pursuant to the rules, regulations and policies of Athletics New Zealand, to hear and resolve Complaints referred pursuant to clauses 22.7(c) or 22.8.

Athletics means track and field, road running, race walking, cross-country running and mountain running as defined by Athletics New Zealand or World Athletics from time to time.

Athletics New Zealand means Athletics New Zealand Incorporated (216839).

Balance Date means 31 March in each calendar year, or the date the Board decides.

Board means the Club's governing body. For the purposes of the Incorporated Societies Act 2022, the Board is the 'committee' as referred to in the Act.

Board Member means a member of the Board, including the Chair, Secretary and Treasurer.

Bylaw means any bylaws, policies, regulations and codes of the Club made under clause 20.

Casual Vacancy is a vacancy which arises when a Board does not serve their full term of office.

Centre means Athletics Canterbury Incorporated, 220900.

Chair means the person elected as chair of the Club from time to time in accordance with clause 9.3.

Club means Awatea Athletics Incorporated incorporation number 50159352.

Constitution means this Constitution, including any amendments and any schedules to this Constitution.

Community Development Manager means the person appointed by the Board as the Community Development Manager for the Club in accordance with clause 15.1.

Contact Details means a physical or an electronic address and a telephone number.

Day means any day of the week (including Saturday, Sunday, and public holidays). Where an action is required to be done within a specified time (such as 40 Days) this

means clear days, so it is to be calculated by excluding the date of notice (or other relevant action) and the date of the meeting (or other relevant activity).

General Meeting means an AGM or SGM of the Club.

Incorporated Societies Register means the register of incorporated societies established under the Act.

Interested has the meaning given in section 62 of the Act [but excludes where a Board Member is the parent or guardian of a Member, and that Member may obtain a financial benefit from the Matter in question.

Life Member means a person elected as a life member of the Club under clause 5.7.

Matter has the meaning given in section 62(4) of the Act.

Member means each person who for the time being is a member of the Club and includes all classes of members described in clauses 5.4 and 5.7.

Officer means a Board Member and any natural person occupying a position in the Club that allows the person to exercise significant influence over the management or administration of the Club.

Ordinary Resolution means a resolution passed by a majority of votes of those persons entitled to vote and voting on the question.

Patron means the person appointed by the Board in accordance with clause 14.

Registrar means the Registrar of Incorporated Societies under the Act.

Safeguarding means a preventative approach to protection by minimising or eliminating harm to children, young people and vulnerable adults.

Secretary means the person elected as secretary of the Club from time to time in accordance with clause 9.6.

SGM or Special General Meeting means a meeting of the Members, other than an AGM, called for a specific purpose or purposes.

Special Resolution means a resolution passed by not less than a 75% majority of votes of those persons entitled to vote and voting on the question

Treasurer means the person elected as treasurer of the Club from time to time in accordance with clause 9.6.

1.2 **Interpretation:** In this Constitution:

- (a) the singular includes the plural and vice-versa;
- (b) unless expressly specified otherwise, a requirement in this Constitution to notify, or to give notice to, a person (including the Club or Athletics New Zealand) or persons in this Constitution, means notice in writing delivered to that person or persons by any of the following means:
 - (i) by hand, including courier;
 - (ii) by email transmission;

- (iii) by facsimile; or
- (iv) by post;
- (c) any reference to legislation includes a modification or re-enactment of, legislation enacted in substitution of, or a regulation, order-in-council or other instrument from time to time issued or made under, that legislation;
- (d) any agreement includes that agreement as modified, supplemented, innovated or substituted from time to time;
- (e) any obligation not to do anything will include an obligation not to suffer, permit, or cause that thing to be done;
- (f) a reference to persons includes bodies corporate;
- (g) a reference to a person includes the legal personal representatives, successors and permitted assigns of that person; and
- (h) headings and the contents page are for reference only and are to be ignored in construing this Constitution.

2. **Details of the Club**

- 2.1 **Name:** The name of the society is Awatea Athletics Incorporated.
- 2.2 **Contact person:** At its first Board meeting following an AGM, the Board must appoint or reappoint at least one, and a maximum of three, persons to be the contact person, subject to those persons meeting the eligibility criteria set out in the Act. The Board must advise the Registrar of Incorporated Societies of any change in the contact person or their Contact Details.

3. **Purpose and powers**

- 3.1 **Purpose:** The purposes of the Club are to
 - (a) promote, develop, foster and administer the sport of Athletics for the benefit of Members, mainly as an amateur sport for the well-being, benefit and recreation of the general public;
 - (b) be a member of Athletics New Zealand and Athletics Canterbury
 - (c) promote, develop and co-ordinate Athletics competitions;
 - (d) comply with the rules and regulations established by Athletics New Zealand, including enforcing standards of conduct, ethical behaviour and maintaining transparent, accountable, and compliant governance practices;
 - (e) support the development of Members, including the relevant training, Safeguarding requirements, education and development of the Members, including officials, coaches, team managers and volunteers;
 - (f) uphold the core values and mission statement of the Club;

(g) seek and promote membership of the Club.

- 3.2 **Powers:** The Club shall have the capacity and the rights, powers and privileges conferred by the Act, including all powers necessary for, or ancillary or incidental to, fulfilling its purposes.

4. **Registered office**

- 4.1 **Registered office:** The registered office of the Club is such place as determined by the Board from time to time.
- 4.2 **Change of registered office:** The Board may determine to move the registered office of the Club from time to time. The Board must inform the Registrar of this change within the time frame required by the Act.

5. **Members**

- 5.1 **Application:** An applicant for membership of the Club must apply using the national membership system provided for the Club by Athletics New Zealand and pay all relevant fees for the applicable membership period.
- 5.2 **Acceptance:** Subject to clauses 5.1 and 5.3 as applicable, within 14 Days of an applicant applying to become a member, the Board will determine the outcome of the membership application, at its sole discretion. If no refusal is communicated within this timeframe, the application is deemed to have been accepted. Where the application is refused, the fees will be refunded. The Board must advise the applicant of its decision.
- 5.3 **Member consent:** A person or entity consents to become a Member by submitting an application to the Club via the national membership system provided by Athletics New Zealand and paying the required membership fees, unless otherwise specified in this Constitution.
- 5.4 **Members:** Membership shall be open to individuals who participate in or support the Club's activities. The membership categories will be:
- (a) Athletes: age categories as defined by Athletics New Zealand.
 - (b) Officials (as defined by Athletics New Zealand);
 - (c) Coaches (as defined by Athletics New Zealand);
 - (d) Volunteers (as defined by Athletics New Zealand);
 - (e) Life Members;
 - (f) Any other categories of Member as the Board determines.

Athletics New Zealand may update its definitions or classifications for age groups, Officials, Coaches, and Volunteers from time to time. The Club adopts these updates automatically, and such changes shall not require amendment to this Constitution unless they affect member rights or governance principles.

- 5.5 **Renewal of membership:** Subject to clauses 5.7 and 6, Members must renew their membership in accordance with the regulations of Athletics New Zealand.
- 5.6 **Membership entitlements not transferable:** A right, privilege or obligation, which a person has by reason of being a Member is not capable of being transferred or assigned to another person and terminates on cessation of that Member's membership.
- 5.7 **Life Members**
- (a) A person may become a Life Member in recognition and appreciation of outstanding service by an individual to the Club. Any Member may nominate an individual to become a Life Member by giving notice to the Board setting out the grounds for the nomination. The Board must then determine whether the nomination should be forwarded to a General Meeting for determination by the Members. A person may only be elected as a Life Member by Special Resolution at a General Meeting. A person consents to becoming a Life Member on acceptance of their life membership. Life Members have such rights and benefits as determined by the Board from time to time.
- 5.8 **Member rights and obligations:** Members acknowledge and agree that:
- (a) they are bound by, and will comply with, this Constitution and the Bylaws, as well as the rules, regulations, procedures and policies of Athletics New Zealand and Athletics Canterbury;
- (b) they are entitled to all rights and entitlements granted by this Constitution or as determined by the Board;
- (c) to receive, or continue to receive or exercise Member rights, they must meet all the Member requirements set out in this Constitution and the Bylaws or as otherwise set by the Board, including payment of any membership or other fees within the required time period;
- (d) they do not have any rights of ownership of, or the automatic right to use, the Club's property; and
- (e) they will promote the interests and purposes of the Club and must not do anything to bring the Club into disrepute.
- 5.9 **Member register:** As per the Athletics NZ Membership and Database Regulations, the Board will keep an up-to-date Member register within the Athletics NZ Membership System, which includes each Member's name, Contact Details, the date they became a Member and the date they cease to be a Member. A Member must provide notice to the Club of any change to their Contact Details by updating their member profile on the Athletics NZ Membership System. In using the Athletics NZ Membership System, the Board will keep a record of those who have ceased to be a Member within the previous 7 years and the date on which they ceased to be a Member.

6. **Suspension and termination of membership**

- 6.1 **Suspension of Member:** If a Member is, or may be, in breach under clause 5.8, and the Board believes it is in the best interests of the Club to do so, the Board may suspend the Member until final determination of the matter under clause 22. Before imposing any suspension, the Member and Athletics New Zealand must be given notice of the suspension.
- 6.2 **Suspension of Member rights:** Unless otherwise determined by the Board, while a Member is suspended, the Member is not entitled to attend, speak or vote at a General Meeting or to any other rights or entitlements of a Member and is not entitled to continue to hold office in any position within the Club, until such time as the alleged breach is resolved or determined. However, whilst suspended, the Member continues to be bound by this Constitution.
- 6.3 **Termination by Board:** The Board may, by Special Resolution and written notice stating the reasons for arriving at their decision, terminate a Member's membership:
- (a) for breach of their obligations under clause 5.8; or
 - (b) following the dispute resolution process set out in clause 22 or such other process set out or referred to in this Constitution.

Unless otherwise specified in such notice, termination is effective as of the date of the notice.

- 6.4 **Ceasing to be Member:** A Member ceases to be a Member:
- (a) except for a Life Member, at the expiry of the term of their membership period;
 - (b) by giving notice to the Board of their withdrawal, with such resignation to be effective at the date such notice is received by the Board (unless a later date is specified in such notice);
 - (c) by applying for a transfer to another Athletics club through the national membership system provided for the Club by Athletics New Zealand and upon the transfer being approved by that other club;
 - (d) upon a Member's passing.
- 6.5 **Consequences of ceasing to be a Member:** A Member who ceases to be a Member:
- (a) remains responsible to pay all their outstanding membership fees and other fees to the Club;
 - (b) must return all the Club's property;
 - (c) continues to be bound by, and remains subject to, this Constitution, the Bylaws and the rules, regulations, procedures and policies of Athletics New Zealand with respect to such Member's activities that occurred during the term of their membership of the Club; and
 - (d) ceases to be entitled to any rights of a Member.

7. **Membership Fees**

- 7.1 **Annual Fees:** The membership fees to the Club shall be such amount as set by the Board from time to time at least 30 days before the start of the season. Fees shall be payable either in full in advance or via a payment plan approved by the Board. Any payment plan must be agreed upon prior to the member's participation in Club activities. Fees set by Athletics New Zealand and Athletics Canterbury shall be added to the Club membership fees.
- 7.2 **Other Fees:** The Board may determine that other fees are payable by Members from time to time.
- 7.3 **Period:** Each Member shall be granted membership for up to one year depending on the Athletics New Zealand category and type the Member chooses. The fee shall be due and payable (on a pro rata basis where applicable) on the date of application. Renewals will fall on the date immediately following the date the Member's membership period expires.

8. **General Meetings**

- 8.1 **AGM:** An AGM must be held once a year at the time, date and place as the Board decides, but not more than 6 months after each Balance Date of the Club and not more than 15 months after the previous AGM.
- 8.2 **Notice of AGM:** The Members must be given at least 30 Days notice informing them of the date, time and place of the AGM. Notice to Members of an AGM may be given via email, print media or posting on the Centre's website or social media account.
- 8.3 **Notice of proposed motions:** Members must give notice of any proposed motions and other items of business to the Club at least 14 Days before the date of the AGM.
- 8.4 **Notice of agenda:** Notice of the agenda containing the business to be discussed at the AGM must be sent via email, print media or posting on the Centre's website or social media account to all persons entitled to attend the AGM at least 7 Days before the date of the AGM. No additional items of business can be voted on other than those set out in the agenda, but the Members present may agree to a Special Resolution to discuss and vote on any other items.
- 8.5
- 8.6 **Business of AGM:** The following business will be discussed at the AGM:
- (a) confirmation of the minutes of the previous AGM;
 - (b) the Board's presentation of the following information during the most recently completed accounting period:
 - (i) the annual report;
 - (ii) the annual financial statements;

- (iii) notice of any disclosures of conflicts of interest made by Board Members (including a brief summary of the matters, or types of matters, to which those disclosures relate);
 - (c) if relevant, the auditor's/reviewer's appointment;
 - (d) the election of any Board Members;
 - (e) consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM; and
 - (f) consideration of any other items of business that have been properly submitted for consideration at the AGM.
- 8.7 **SGM:** The Board must call a SGM if determined by a majority of Board Members or if it receives a written request stating the purpose of the SGM from 25% of Members
- 8.8 **Notice of SGM:** Members must be given at least 14 Days' notice of the SGM, unless the Board, in its discretion, decides that the nature of the SGM business is of such urgency that a shorter period of notice is to be given to Members. A SGM may only consider and deal with the business specified in the request for the SGM.
- 8.9 **Method of holding meeting:** A General Meeting may be held by a quorum of people being assembled at the time and place appointed by the Board or by means of audio link, audio-visual link, by proxy, or any other form of communication approved by the Board.
- 8.10 **Quorum:** No business may occur at any General Meeting unless a quorum is present at the meeting's start time. The quorum for a General Meeting is 10 of the Members who are entitled to vote, including Members present by casting votes by electronic means or by proxy. A quorum must always be present during the General Meeting.
- 8.11 **No quorum at AGM:** If a quorum is not met within 30 minutes of the AGM's scheduled start time, the AGM is adjourned to a day, time and place set by the Chair of the AGM (which date may not be less than 6 nor more than 30 days after the date of the AGM). Notice of the day, time and place for the adjourned AGM must be given to all Members as soon as reasonably possible after the original scheduled AGM. If no quorum is met at the further AGM, the Members present, in person or through audio, audio visual link or other electronic communication, 15 minutes after the further AGM's scheduled start time, are deemed to constitute a valid quorum.
- 8.12 **No quorum at SGM:** If a quorum is not met within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled.
- 8.13 **Control of General Meetings:** The Chair elected pursuant to clause 10.4 chairs General Meetings. If that person is unavailable, a Board Member (appointed by the Board) will preside. In the absence of both of those persons, the Members present will elect a person to chair the General Meeting.
- 8.14 **Omissions and irregularities:** The General Meeting and its business will not be invalidated by:
- (a) one or more Members not receiving notice of the meeting;

- (b) notice not being given within the required time frame; or
 - (c) an accidental irregularity, error or omission in the notices, agendas or papers of the meeting or notice.
- 8.15 **Attendance:** Members and any other persons invited by the Board are eligible to attend and speak at General Meetings.
- 8.16 **Voting:** A Member is entitled to exercise one vote on any motion at a General Meeting in person or by proxy unless:
- (a) their membership has been suspended as set out in clause 6.1 of this Constitution;
 - (b) other than through the exercise of the proxy in accordance with clause 8.18, the Member is under the age of 16 years at the time of the meeting.
- 8.17 **Voting by electronic means:** Voting by electronic means is permitted.
- 8.18 **Voting by proxy:** Proxy voting is permitted only for Members less than 16 years of age. Parents or guardians of Members less than 16 years who attend General Meetings carry the proxy for those Members. They must identify which junior Member they represent by proxy at the beginning of any General Meeting. For all other Members, the chair of the General Meeting must receive notice of the proxy signed by the Member prior to the start of the meeting as follows:
- I [insert name] of [insert address] being a member of the Club appoint [insert name of proxy] as my proxy to speak [and vote] for me at the General Meeting to be held on [insert date] and at any adjournment of that General Meeting. I direct my proxy to vote in the following manner [insert resolutions and whether the proxy is to vote for or against].*
- 8.19 **Conduct of voting:** Voting is conducted by a show of hands, or an equivalent electronic process, of those Members eligible to vote (and including votes cast by post or electronic means where permitted by the Board), unless a secret ballot is called for and approved by the Chair or 25% Members or as otherwise required under this Constitution.
- 8.20 **Minutes:** Minutes must be kept of all General Meetings.
- 8.21 **Resolution:** An Ordinary Resolution of Members at a General Meeting is sufficient to pass a resolution, except as specified in the Act or this Constitution.
- 8.22 **Written resolutions:** A resolution in writing signed, or consented to by email or other electronic means, by at least a 75% majority of Members entitled to vote is valid and effectual as if it had been passed at a General Meeting properly convened and held. Any such resolution may consist of:
- (a) several documents in similar form each signed by one or more Members; or
 - (b) several emails in similar form each sent or transmitted by a separate Member.

9. Board

- 9.1 **Functions and powers:** Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution, the Board must manage, direct or supervise the operation and affairs of the Club and has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of the Club. The Board may allocate amongst the Board Members, specific roles or functions.
- 9.2 **Composition:** The Board consists of the Chair, the Secretary, the Treasurer, and up to 6 persons. Members are elected at the AGM under clause 9.6. A majority of the Board Members must be made up of Members
- 9.3 **Role of Chair:** The Chair will:
- (a) preside over AGMs and SGMs and meetings of the Board;
 - (b) provide an annual report on the operations of the Club to present to the Members at the AGM outlining the Club's activities since the previous AGM;
 - (c) ensure the affairs of the Club are properly conducted;
 - (d) undertake activities to promote the Club, good relations and communications between Members and the reputation and best interests of the Club;
 - (e) attend to such other duties as reasonably required by the Board; and
 - (f) comply with this Constitution and the Bylaws.
- 9.4 **Role of Secretary:** The Secretary will:
- (a) attend to all correspondence;
 - (b) prepare, circulate and maintain a record of the agenda and minutes of all Board meetings, AGMs and SGMs to those entitled to receive them;
 - (c) ensure that any subcommittee keeps minutes;
 - (d) maintain the Member register;
 - (e) keep and maintain the register of interest disclosures made by Board Members and other Officers in accordance with clause 12.1;
 - (f) keep all records;
 - (g) file the Club's annual return in accordance with clause 16.5;
 - (h) attend to such other clerical duties reasonably required by the Board and the Club; and
 - (i) comply with this Constitution and the Bylaws.

With the written approval of the Board, these tasks may be varied or delegated but the Secretary remains responsible for their performance.

- 9.5 **Role of Treasurer:** The Treasurer will:

- (a) receive all money paid to or received by the Club and pay all accounts approved by the Board. The Board may delegate levels of payment to the Treasurer by written authority;
- (b) invest all funds of the Club in the manner directed by the Board;
- (c) keep the Club's financial accounts, ensure that financial statements are prepared and reviewed, submit appropriate financial statements at the AGM and undertake other tasks required by the Board; and
- (d) comply with this Constitution and the Bylaws.

9.6 Election of Board Members: Board Members are elected as follows:

- (a) the Board must call for nominations for any Board Member positions that are to be vacated at an AGM at least 60 Days before the AGM;
- (b) nominations are made in the form decided by the Board and must be received by the date set by the Board and if no date is set, at least 30 Days before the AGM;
- (c) the Board must give notice of the nominations to all Members in the notice of the AGM agenda provided under clause 8.2.
- (d) at the AGM, if there are more nominees than number of positions available, an election is to be held by secret ballot, unless otherwise decided by the chair of the General Meeting and approved by a Special Resolution. If a secret ballot is held, two scrutineers must be appointed at the General Meeting to count the votes;
- (e) those nominees who have the highest number of votes in their favour to fit the number of vacant positions are declared elected;
- (f) if the number of votes for one or more nominees is equal to another nominee, a further vote will be held between the tied nominees;
- (g) if there is only one nominee for a vacant position, a vote will be held to confirm the nominee's election;
- (h) if no written nominations have been received in accordance with 9.6(b) above, nominations may be taken from the floor and a vote held to confirm any nominee's election; and
- (i) if a position remains unfilled following the AGM, the Board may appoint a person of their choice to fill the position.

9.7 Qualification: Every Board Member must, in writing:

- (a) consent to be a Board Member; and
- (b) certify that they are not disqualified from being elected or holding office as a Board Member by this Constitution or under section 47 of the Act.

9.8 Disqualification: The following persons are disqualified from being elected or holding office as a Board Member:

- (a) A person who is disqualified from being elected or holding office as a Board Member under section 47 of Act
- (b) A person who has been removed as a Board Member following a process under this Constitution or any Bylaw.

If any of the circumstances contemplated in 9.8(a) above occur to an existing Board Member, they are deemed to have vacated their office upon the relevant authority making an order or finding against them of any of those circumstances.

- 9.9 **Term of office:** The term of office for all Board Members shall be two (2) years, expiring at the conclusion of the relevant Annual General Meeting (AGM). A Board Member may be re-elected for a maximum of four (4) consecutive terms of office. The term served to fill a Casual Vacancy shall be disregarded when calculating total consecutive terms served.

Notwithstanding the above, a Board Member may serve beyond eight 8 consecutive years if either:

- (i) the Board unanimously resolves that continued service is in the best interests of the Club; or
- (ii) a Special Resolution approving the extension is passed by the Members.

- 9.10 **Casual Vacancy:** If a Casual Vacancy of a Board Member arises, the remaining Board Members may:

- (a) appoint a person of their choice to fill the Casual Vacancy until the expiry of the term of the person they replace; or
- (b) appoint a person of their choice to fill the Casual Vacancy only until the next AGM, at which a person is elected to fill the remainder of the term of the Casual Vacancy; or
- (c) may leave the Casual Vacancy unfilled until the next AGM, at which a person is elected to fill the remainder of the term of the Casual Vacancy.

- 9.11 **Suspension of Board Member:** If any Board Member is or may be the subject of an allegation, notice or charge described in the headed “**Disqualification**” (clause 9.8) or any circumstances arise in relation to a Board Member which are or may be of concern to the Board, the remaining Board Members may by Special Resolution suspend the Board Member in question from the Board and set conditions it requires pending the final determination of the allegation, notice, charge or circumstances. Before imposing any suspension, the Board Member must be given notice of the suspension.

- 9.12 **Removal of Board Member:**

- (a) The Board may, by Special Resolution, remove any Board Member before the expiry of their term of office if the Board considers the Board Member concerned:
 - (i) has seriously breached their duties under this Constitution or the Act; or
 - (ii) is no longer a suitable person to be a Board Member; or

- (iii) is involved with, interested in, or otherwise closely connected to a person or activity which has or may bring the Club or Athletics into disrepute or which may be prejudicial to the purposes or the interests of the Club and/or Athletics if they remain as a Board Member.
- (b) The Board Member who is the subject of the motion is counted for the purpose of reaching a quorum but will not participate in the vote on the motion.
- (c) Before considering a motion for removal, the Board Member who is the subject of the motion must be given:
 - (i) notice that a Board meeting is to be held to discuss the motion to remove the Board Member;
 - (ii) adequate time to prepare a response;
 - (iii) the opportunity prior to the Board meeting to make written submissions; and
 - (iv) the opportunity to be heard at the Board meeting.

9.13 **Board Member ceasing to hold office:** A person ceases to be a Board Member if:

- (a) their term expires;
- (b) the person resigns by delivering a signed notice of resignation to the Board;
- (c) the person is removed from office under this Constitution;
- (d) the person becomes disqualified from being an officer under section 47(3) of the Act; or
- (e) the person passes away.

10. **Board meetings**

- 10.1 **Calling meetings: Board** meetings may be called at any time by the Chair or by 2 Board Members, but generally the Board meets bi-monthly.
- 10.2 **Meeting procedure:** Except to the extent specified in the Act or this Constitution, the Board may regulate its own procedure.
- 10.3 **Quorum:** The quorum for a Board meeting is 5 Board Members. Any Board Member may be counted for the purposes of a quorum, participate in any Board meeting and vote on any proposed resolution at a Board meeting without being physically present. This may only occur at Board meetings by audio or audio-visual link or other electronic communication provided that all persons participating in the Board meeting can hear each other effectively and simultaneously.
- 10.4 **Chair:** The Board will elect the Chair from amongst the Board Members. The Chair will chair Board meetings and General Meetings. If the Chair is unavailable, another Board Member must be appointed by the Board to undertake the Chair's role during the period of unavailability.

- 10.5 **Voting:** Each Board Member has one vote. Voting is by voices or on request of any Board Member by a show of hands or by a ballot. Proxy and postal votes are not permitted. Voting by electronic means is permitted. If there is an equality of votes, the Chair does not have a casting vote.
- 10.6 **Resolution in writing:** A resolution in writing signed or consented to by email or other electronic means by a majority of Board Members is valid as if it had been passed at a Board meeting. Any resolution may consist of several documents in the same form each signed by one or more Board Members.

11. **Officer's Duties**

11.1 **Duties:** An Officer:

- (a) when exercising powers or performing duties as an Officer, must act in good faith and in what the Officer believes to be the best interests of the Club;
- (b) must exercise a power as an Officer for a proper purpose;
- (c) must not act, or agree to the Club acting, in a manner that contravenes the Act or this Constitution;
- (d) when exercising powers or performing duties as an Officer, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances, taking into account, but without limitation, the nature of the Club, the nature of the decision and the position of the Officer and the nature of the responsibilities undertaken by them;
- (e) must not agree to the activities of the Club being carried on in a manner likely to create a substantial risk of serious loss to the Club's creditors or cause or allow the activities of the Club to be carried on in a manner likely to create a substantial risk of serious loss to the Club's creditors;
- (f) must not agree to the Club incurring an obligation unless the Officer believes at that time on reasonable grounds that the Club will be able to perform the obligation when it is required to do so;
- (g) when exercising powers or performing duties as an Officer, may rely on reports, statements, and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:
 - (i) an employee whom the Officer believes on reasonable grounds to be reliable and competent in relation to the matters concerned; or
 - (ii) a professional adviser or expert in relation to matters that the Officer believes on reasonable grounds to be within the person's professional or expert competence; or
 - (iii) any other Officer or subcommittee on which the Officer did not serve in relation to matters within the Officer's or subcommittee's designated authority, if the Officer, acts in good faith, makes proper inquiry where the need for inquiry is indicated by the circumstances, and has no knowledge that the reliance is unwarranted; and

- (h) must comply with this Constitution and the Bylaws.

12. Conflicts of Interests

- 12.1 **Register of interests:** The Board must keep a register of interest disclosures made by Board Members. The Board must present a summary at each AGM of the nature and extent of any disclosures recorded during the year (such summary does not need to disclose the identity of the Interested party nor the details of the interest disclosed).
- 12.2 **Duty to disclose interest:** A Board Member or any other Officer who is Interested in a Matter being considered by or affecting the Club must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Board and include in the interests register as soon as practicable after the Board Member becomes aware that they are Interested in the Matter.
- 12.3 **Consequences of being Interested:** A Board Member who is Interested in a Matter:
- (a) must not:
 - (i) vote or take part in a decision of the Board relating to the Matter; and
 - (ii) must not sign any document relating to the entry into a transaction or the initiation of the Matter, unless all non-interested Board Members consent; but
 - (b) may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.
- 12.4 **Calling of SGM:** Despite clause 12.3, if a majority of Board Members are Interested in a Matter, an SGM must be called to consider and determine the Matter.
- 12.5 **Notice of failure to comply:** The Board must notify Members of a failure to comply with section 63 or 64 of the Act, and of any transactions affected, as soon as practicable after becoming aware of the failure.

13. Subcommittees

- 13.1 **Appointment:** The Board may appoint subcommittees for such purposes as it thinks fit. Subcommittees will consist of such persons (whether or not Members) as determined by the Board or, where authorised by the Board, the chair of the subcommittee.
- 13.2 **Procedure:** Unless otherwise determined by the Board, each subcommittee shall generally operate in accordance with the Board's procedures. Subcommittees may modify those procedures to suit their purpose, provided such modifications do not conflict with any direction of the Board. The Board retains the authority to amend or override a subcommittee's procedures at any time.
- 13.3 **Reporting:** Each subcommittee shall report to the Board at such intervals and in such manner as the Board may determine. Reports may include summaries of

activities, decisions made, and any recommendations requiring Board consideration or

- 13.4 **Resolution in writing:** A resolution in writing, signed or consented to by email or other electronic means by all members of the subcommittee [for the time being entitled to receive notice of a meeting of the subcommittee], shall be valid and effectual as if it had been passed at a meeting of the subcommittee properly convened and held. Any such resolution may consist of:
- (a) several documents in similar form each signed by one or more members of the subcommittee; or
 - (b) several emails in similar form each sent or transmitted by a separate member of the subcommittee.

14. **Patrons**

- 14.1 A person may be invited by a majority of the Board to be a Patron to show their support for the Club and to help establish or maintain public credibility of the Club. The Patron must accept their appointment by the Board.

15. **Community Development Manager**

- 15.1 **Role of Community Development Manager:** A Board may engage a Community Development Manager. The Community Development Manager is under the direction of the Board and is responsible for the day-to-day management of the affairs of the Club under this Constitution and the Bylaws and within any delegated authority from the Board.
- 15.2 **Committee involvement:** The Community Development Manager may attend Board meetings when required by the Board but has no voting rights. Where the Community Development Manager is a Board Member they may exercise voting rights in their capacity as a Board Member.

16. **Finances**

- 16.1 **Control and management of finances:** The funds and property of the Club are controlled, invested and disposed of by the Board, subject to this Constitution and devoted solely to the promotion of the purposes of the Club set out in clause 3.
- 16.2 **Balance date:** The Club's balance date is 31 March or on the date as the Board decides.
- 16.3 **Financial reporting:** The Board shall ensure that annual financial statements are prepared and registered in accordance with the Act and all other regulatory requirements.
- 16.4 **Audit of financial statements:** The Club's financial statements must be audited each year. The initial auditor will be appointed by the Board.

- 16.5 **Annual Return:** The Board shall ensure that an annual return is given to the Registrar for registration within 6 months of the Balance Date and contain the prescribed information in accordance with the regulations prescribed pursuant to the Act.
- 16.6 **No personal benefit:** The Members, Board Members and other Officers may not receive any distributions of profit or income from the Club. This does not prevent Members, Board Members and other Officers:
- (a) receiving reimbursement of actual and reasonable expenses incurred, or
 - (b) entering into any transactions with the Club for goods or services supplied to or from them, which are at arms' length, relative to what would occur between unrelated parties,
- provided no Member, Board Member or other Officer is allowed to influence any such decision made by the Club in respect of payments or transactions between it and them, their direct family or any associated entity.

17. **Indemnity and insurance**

- 17.1 **Indemnity for liability:** The Club shall indemnify each Board Member and may indemnify its employees in respect of:
- (a) liability to any person other than the Board for any act or omission in their capacity as a Board Member or employee, not being criminal liability or a liability that arises out of a failure to act in good faith and in what the Board Member believes is the best interests of the Club when acting in the capacity as a Board Member or employee; and
 - (b) costs incurred by that Board Member or employee in defending or settling any claim or proceeding relating to any such liability.
- 17.2 **Indemnity for costs**
- The Club shall indemnify each Board Member and may indemnify its employees for any costs incurred by any of them in defending or settling any proceeding:
- (a) that relates to the liability for any act or omission in their capacity as a Board Member or employee of the Club, not being criminal liability or a liability that arises out of a failure to act in good faith and in what the Board Member or employee believes is the best interests of the Club when acting in the capacity as a Board Member or employee; and
 - (b) where judgment is given in their favour, or where they are acquitted, or is discontinued.
- 17.3 **Insurance:** With the prior approval of its Board, the Club may effect insurance for its current and former Board Members, other Officers, Members and employees as permitted by section 97 of the Act. Information

18. Request for information

- 18.1 **Request for information:** A Member may at any time make a written request to the Club for information held by the Club, including the annual financial statement or the minutes presented at the most recent AGM. Such request must specify the information sought in sufficient detail to enable it to be identified. The Club must, within a reasonable time after receiving the request, provide, agree to provide, or refuse to provide, the information requested in accordance with the Act.

19. Amendments

- 19.1 **Amendments:** This Constitution may only be amended or replaced by an Ordinary Resolution of Members at a General Meeting.
- 19.2 **No amendment:** No addition to, deletion from or alteration of this Constitution may be made which would allow personal pecuniary profits to any individuals.
- 19.3 **Minor effect or technical alteration:** If an amendment to this Constitution would have no more than a minor effect or is to correct errors or make similar technical alterations, then the Board may give notice of the amendment to every Member stating the text of the amendment and the right of Members to object to the amendment. If the Board does not receive any objections from Members within 30 Days after the date on which the notice is sent, or any longer period of time that the Board decides, then the Board may make that amendment.

If the Board receives an objection from any Member within the specified period, the Board may not make the amendment under this clause. However, the amendment may still be proposed for approval at a general meeting in accordance with the usual procedures.

20. Bylaws and Integrity

- 20.1 **Bylaws:** The Board may from time to time make and amend Bylaws for the conduct and control of the Club's activities and codes of conduct applicable to Members. Any Bylaw must be consistent with this Constitution, the Club's purposes set out in clause 3, the constitution of Athletics New Zealand, the Act and any other laws. All Bylaws are binding on the Club, Members, Board Members and other Officers. The making, amendment, revocation, or replacement of a Bylaw is not an amendment of this Constitution. A copy of the Bylaws for the time being, shall be available for inspection at the registered office of the Club by any Member during ordinary business hours.

21. Notices

- 21.1 **Notices:** A notice may be given by the Club to any Member either personally, by posting on the Club's website or social media account, or by sending it to the

Member at the address supplied by the Member (including by email or other electronic communication).

22. Dispute resolution

22.1 Definitions: In this clause 22:

- (a) **Dispute** means a disagreement or conflict between and among any one or more Members, any one or more Officers and the Club, that relates to an allegation that:
 - (i) a Member or an Officer or the Club has engaged in misconduct; or
 - (ii) a Member or Officer has breached, or is likely to breach, a duty under this Constitution or the Act; or
 - (iii) a Member's rights or interests as a Member have been damaged or Members' rights or interests generally have been damaged.
- (b) **Disputes Procedure** means the procedure for resolving a Dispute set out in clauses 22.4 to 22.13;
- (c) a **Member** is a reference to a Member acting in their capacity as a Member;
- (d) an **Officer** is a reference to a Board Member or other Officer acting in that capacity.

22.2 Application of other legislation to a Dispute: The Disputes Procedure will have no effect to the extent that it contravenes, or is inconsistent with, any law applicable to the Club.

22.3 Application of other procedures under this Constitution or in a Bylaw: If the Dispute is dealt with by a separate procedure under this Constitution or in a Bylaw (**Other Procedure**), that Other Procedure applies to the exclusion of the Disputes Procedure. If any part of the Other Procedure is inconsistent with the rules of natural justice, that part will not apply, but the remainder of the Other Procedure will continue to apply together with adjustments as determined by the Board in its sole discretion so that the Other Procedure is consistent with the rules of natural justice.

22.4 Raising a complaint:

- (a) A Member or an Officer may start the Disputes Procedure by giving written notice (a **Complaint**) to the Board setting out:
 - (i) that the Member or Officer is starting a Dispute Procedure;
 - (ii) the allegation to which the Dispute relates and who the allegation is against; and
 - (iii) any other information reasonably required by the Club.
- (b) The Club may make a Complaint involving an allegation against a Member or an Officer by giving written notice to the person concerned setting out:
 - (i) that the Club is starting a Dispute Procedure; and

- (ii) the allegation to which the Dispute relates.
 - (c) The information given must be enough to ensure a person against whom the Complaint is made is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.
- 22.5 **Investigating and determining Disputes:** The Board must as soon as is reasonably practicable after receiving or becoming aware of a Complaint, ensure the Dispute is investigated and determined, or referred pursuant to clause 22.7. Disputes must be dealt with in a fair, efficient, and effective manner. The Board will promptly notify Athletics New Zealand in writing upon receipt of any Complaint.
- 22.6 **Decision to not proceed with a matter:** Despite the contents of the Disputes Procedure, the Board may decide not to proceed with a Complaint if:
- (a) the Complaint is trivial; or
 - (b) the Complaint does not appear to disclose or involve any allegation of the following kind:
 - (i) any material misconduct; or
 - (ii) any material breach or likelihood of material breach of a duty under this Constitution or the Act; or
 - (iii) any material damage to a Member's rights or interests; or
 - (c) the Complaint appears to be without foundation or there is no apparent evidence to support it; or
 - (d) the person who makes the Complaint has an insignificant interest in the matter; or
 - (e) the conduct, incident, event, or issue giving rise to the Complaint has already been investigated and dealt with under this Constitution; or
 - (f) there has been an undue delay in making the Complaint.
- 22.7 **Referral of Complaints:** Subject to clause 22.8, the Board may refer a Complaint to:
- (a) a hearing body or person authorised, delegated or appointed by the Board to hear and resolve Disputes, and includes an arbitral tribunal (**Hearing Body**); or
 - (b) a subcommittee or an external person to investigate and report; or
 - (c) an Applicable Disputes Body constituted by Athletics New Zealand; or
 - (d) any type of consensual dispute resolution with the consent of all parties to the Complaint.
- 22.8 **Mandatory Referrals of Complaints:** The Board must refer a Complaint to the Applicable Disputes Body where the Dispute relates to a breach of the rules, regulations and policies of Athletics New Zealand, including its code of conduct.
- 22.9 **Hearing Body:** The Board may determine the composition, jurisdiction, functions and procedures of, and any sanctions which can be imposed by, any Hearing Body. A

Hearing Body has delegated authority by the Board to resolve, or assist to resolve Complaints.

22.10 **Bias:** A person may not act as a decision maker in relation to a Complaint if two or more members of the Board or the Hearing Body consider there are reasonable grounds to believe that the individual may not be:

- (a) impartial; or
- (b) able to consider the matter without a predetermined view.

22.11 **Complainant's right to be heard:**

- (a) The Member or Officer making the Complaint has a right to be heard before the Complaint is resolved or any outcome is determined.
- (b) If the Club makes a Complaint, the Club has a right to be heard before the Complaint is resolved or any outcome is determined, and an Officer may exercise that right on behalf of the Club.
- (c) A Member or Board Member or the Club must be taken to have been given the right to be heard if:
 - (i) they have a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
 - (ii) an oral hearing is held if the Board, Hearing Body or other decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
 - (iii) an oral hearing (if any) is held before the Board, Hearing Body or other decision maker; and
 - (iv) the Member's, Officer's or the Club's written statement or submission, if any, are considered by the Board, Hearing Body or other decision maker.

22.12 **Respondent's right to be heard:**

- (a) This clause 22.12 applies if a complaint involves an allegation that a Member, an Officer, or the Club (**Respondent**):
 - (i) has engaged in misconduct; or
 - (ii) has breached, or is likely to breach, a duty under the Constitution, Bylaws or the Act; or
 - (iii) has damaged the rights or interests of a Member or the rights or interests of Members generally.
- (b) The Respondent has a right to be heard before the Complaint is resolved or any outcome is determined.
- (c) If the Respondent is the Club, an Officer may exercise the right on behalf of the Club.
- (d) A Respondent must be taken to have been given the right to be heard if:

- (i) the Respondent is fairly advised of all allegations concerning the Respondent, with sufficient details and time given to enable the Respondent to prepare a response; and
- (ii) the Respondent has a reasonable opportunity to be heard in writing or at an oral hearing, if one is to be held; and
- (iii) an oral hearing is held if the Board, Hearing Body or other decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
- (iv) an oral hearing (if any) is held before the Board, Hearing Body or other decision maker; and
- (v) the Respondent's written statement or submissions, if any, are considered by the Board, Hearing Body or other decision maker.

22.13 **Appeals:** Subject to law, there is no right of appeal or right of review of a decision unless specified

23. **No financial gain**

23.1 **No financial gain:** Without limiting section 24 of the Act, no financial gain shall be made from the Club by any of its Members, except that:

- (a) any Member may receive full reimbursement for reasonable expenses legitimately incurred by that Member in connection with the affairs of the Club;
- (b) the Club may pay reasonable and proper remuneration to any Board Member or employee of the Club in return for services actually rendered to the Club; this includes situations where a Board Member is employed or contracted by the Club, provided that any such engagement is conducted on an arm's length basis and complies with the Conflicts of Interest provisions outlined in Clause 12;
- (c) any Member may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by the Member or by any firm or entity that the Member is a member, employee or associate in connection with the affairs of the Club; and
- (d) any Member may retain any remuneration properly payable to that Member by any company or undertaking with which the Club may be in any way concerned or involved for which that Member has acted in any capacity whatever, notwithstanding that that Member's connection with that company or undertaking is in any way attributable to that Member's connection with the Club.

24. **Liquidation and removal**

24.1 **Decision to liquidate or remove from register:** At a General Meeting, the Members may, by a Special Resolution, resolve to:

- (a) appoint a liquidator;
- (b) request that the Registrar remove the Club from the Register of Incorporated Societies pursuant to section 175 of the Act,

and that decision shall be effective from the date of that resolution (or such later date specified in that resolution).

24.2 **Notice:** The Board must give notice in accordance with section 228 of the Act to all Members at least 30 Days prior to the General Meeting at which a resolution under clause 24.1 is to be considered.

24.3 **Surplus assets:** In the event of the liquidation of the Club or its proposed removal from the Incorporated Societies Register, any surplus assets of the Club, after the settlement of all liabilities, must be distributed to one or more not-for-profit entities that share similar purposes to the Club, as determined by the Board (or liquidator, if appointed).

25. **Matters not provided for**

25.1 If any matter arises that, in the opinion of the Board, is not provided for in this Constitution or any Bylaws, or if any dispute arises out of the interpretation of this Constitution or the Bylaws, the matter or dispute will be determined by the Board.

26. **Transition**

26.1 **Transition:** This clause 26 applies to facilitate transition of the Club from the previous constitution to this Constitution. If this clause is inconsistent with any other clause in this Constitution, this clause applies to the extent of the inconsistency and the other clause will not.

26.2 **Power of Board during transition period:** Subject to the Act, the Board may amend any requirement for and/or the date by which this Constitution requires anything to be done. This clause applies for 12 months and is solely to enable flexibility in the transition of the Club from the previous constitution to this Constitution and to correct any unintended consequences occurring through different wording being used.

26.3 **Transition of Board Members:**

- (a) All Committee members serving under the previous constitution shall be automatically deemed Board members under this constitution, effective from the date of adoption.
- (b) the number of terms served under the previous constitution do not count towards any maximum number of terms in this constitution.
- (c) The first term of office for Board Members deemed appointed under Clause 26.3 shall commence at the first Annual General Meeting held under this constitution. For the purpose of calculating future term limits and rotation cycles, any service prior to this AGM shall not be counted.

27. **Constitutional Review**

- 27.1 **Constitution Review:** The Board shall review this Constitution at least once every three years to ensure it remains compliant with applicable law, Athletics New Zealand policies, and the evolving needs of the Club.