

**SILVERSTREAM  
BOWLING CLUB  
Incorporated**

**Incorporated Society No. 217820**

**Constitution**

Adopted at the Special General Meeting  
on 23 February 2014.



## Table of Contents

<b>PART I – OBJECTS &amp; POWERS .....</b>	<b>5</b>
1. <i>Name .....</i>	5
2. <i>Interpretation .....</i>	5
3. <i>Registered Office .....</i>	10
4. <i>Objects.....</i>	10
5. <i>Powers.....</i>	12
<b>PART II – MEMBERSHIP .....</b>	<b>14</b>
6. <i>Membership .....</i>	14
7. <i>Playing Members &amp; Non-Playing Members.....</i>	15
8. <i>Casual Members .....</i>	16
9. <i>Life Members.....</i>	17
10. <i>Subscriptions &amp; Other Fees.....</i>	17
11. <i>Register of Members .....</i>	19
12. <i>Resignation, Suspension &amp; Termination of Membership.....</i>	20
<b>PART III – GOVERNANCE .....</b>	<b>22</b>
13. <i>Patron.....</i>	22
14. <i>Executive Committee .....</i>	22
15. <i>Vacancies on the Executive Committee.....</i>	25
16. <i>Proceedings of the Executive Committee .....</i>	25
17. <i>Powers &amp; Duties of the Executive Committee .....</i>	26
18. <i>Duties of the Secretary .....</i>	28
19. <i>Duties of the Treasurer .....</i>	28
20. <i>Delegate to Represent the Club.....</i>	29
<b>PART IV – GENERAL MEETINGS .....</b>	<b>29</b>
21. <i>General Meetings .....</i>	29
<b>PART V – DISCIPLINE FOR MISCONDUCT &amp; DISPUTES .....</b>	<b>32</b>
22. <i>Discipline .....</i>	32
23. <i>Appeal Process.....</i>	33
24. <i>Laws of the Sport.....</i>	33
<b>PART VI – FINANCIAL .....</b>	<b>33</b>

25. <i>Financial</i> .....	33
26. <i>Application of Income &amp; No Pecuniary Profit</i> .....	34
<b>PART VII – ADMINISTRATION</b> .....	<b>34</b>
27. <i>Alterations to Constitution</i> .....	34
28. <i>Club Regulations</i> .....	34
29. <i>Dissolution &amp; Liquidation</i> .....	35
30. <i>Notices</i> .....	35
31. <i>Awards</i> .....	35
32. <i>Uniform &amp; Colours</i> .....	35
33. <i>Common Seal</i> .....	36
34. <i>Indemnity &amp; Insurance</i> .....	36
35. <i>Matters Not Provided For</i> .....	36
36. <i>Transitional Provisions</i> .....	36

# Silverstream Bowling Club Incorporated

## Constitution

### PART I – OBJECTS & POWERS

#### 1. Name

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- 1.1 The name of the Club shall be the “Silverstream Bowling Club Incorporated”, which is abbreviated in this Constitution as the “Club”.

#### 2. Interpretation

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- 2.1 In this Constitution, unless the context otherwise requires:

“**AGM**” means an Annual General Meeting of the Club convened pursuant to Rule 21.1 (Annual General Meeting).

“**Appointed Personnel**” means any individuals who are appointed to positions of responsibility at the Club by the Executive Committee, including coaches, green keepers, selectors, umpires, and tournament directors, but excludes any Officer.

“**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 Judicial Committee**” means the Bowls NZ committee established in accordance with the Bowls NZ Regulations or, in the absence of such Bowls NZ Regulations, as determined by the Bowls NZ Board.

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

“**Casual Member**” means a person who participates in any bowling event or competition held by or at the Club who is not a Playing Member or a Non-Playing Member.

“**Centre**” and “**the Centre**” means Bowls Wellington 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 of which the Club is a member.

“**Centre District**” means the geographical area as defined by Bowls NZ over which the Centre has jurisdiction and authority in respect of the Game of Bowls pursuant to this Constitution.

“**Centre Level**” means, subject to the jurisdiction of the Bowls NZ Judicial Committee, during, or in connection with, a Game(s) of Bowls held by a Centre which is not part of a

National Event, or which involves Members whether or not connected to a Game(s) of Bowl other than at National Level or International Level.

**“Centre Manager”** means the person designated by the Centre as responsible for the functions of the Centre Manager as specified in this Constitution and the Centre Constitution (who may also be known as the Centre Secretary).

**“Centre Regulations”** means the regulations of the Centre of which the Club is a member.

**“Chairperson”** has the meaning specified in Rule 16.3 (Chairperson).

**“Clearance Certificate”** means the certificate described in Rule 7.4.

**“Club”** means Silverstream Bowling Club Incorporated.

**“Club Level”** means, subject to the jurisdiction of the Bowls NZ Judicial Committee, during or in connection with, a Game(s) of Bowls held by the Club which is not at Centre Level or part of a National Event, or which involves Members whether or not connected to a Game(s) of Bowls other than at Centre Level, National Level or International Level.

**“Club Regulations”** means any regulations promulgated by the Executive Committee pursuant to Rule 28 (Club Regulations).

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

**“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 30 Days) this means clear days’, so it should be calculated by excluding the date of notice (or other relevant action) and the date of the meeting (or other relevant activity).

**“Delegate”** means a person appointed by the Club under Rule 20.1 to represent the Club at General Meetings of the Centre.

**“Dispute”** means a situation where a Member has a grievance or difference about the meaning or effect of any rule, provision, decision, policy, practice, right, privilege or direction determined by another Member. A Dispute shall **not** include any grievance or difference about the meaning or effect of any rule of the Bowls NZ Anti-Doping Regulations, any decision of the Bowls NZ Board, or a matter which involves an allegation of Misconduct.

**“Executive Committee”** means the body that is responsible for the governance and management of the Club as described in this Constitution.

**“Executive Committee Member”** means any person elected or co-opted to the Executive Committee in accordance with this Constitution.

**“Former Constitution”** means the constitution of the Club which was in place immediately prior to the adoption of this Constitution.

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

**“Game of Petanque”** means the game played outdoors under the rules defined by the International Federation of Petanque and Provencal Game (FIP JP).

**“General Meeting”** means either an AGM or a SGM of the Club.

**“Governing Documents”** means this Constitution, the Club Regulations (if any), the Centre Constitution, the Centre Regulations (if any), the Bowls NZ Constitution, and the Bowls NZ Regulations.

**“Intellectual Property”** means all rights and goodwill in any copyright works, business names, names, trademarks (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.

**“International Level”** means during, or in connection with, a Game(s) of Bowls held between New Zealand and another country or a region situated outside of New Zealand, or which involves individuals who are Appointed Personnel appointed by the Bowls NZ Board, Officers, appointed or elected in accordance with the Bowls NZ Constitution, and/or National Representatives, whether or not connected to a Game(s) of Bowls.

**“Laws of the Sport”** means the laws for playing the Game of Bowls as approved by World Bowls.

**“Life Member”** means any person who has been granted life membership of the Club pursuant to Rule 9.1 (Life Membership) of this Constitution, and any person who was granted life membership of the Club under the former Constitution of the Club (unless their membership has been terminated by the Club or they have resigned from membership).

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

**“Membership Form”** means the prescribed Bowls NZ membership form (if any) or any other form which the Club and Bowls NZ agree is suitable for collection of information from persons seeking to be Members of the Club.

**“Membership Year”** means each twelve month period from 1 July to 30 June.

**“Misconduct”** means, but shall not be restricted to, situations where a Member:

- (a) breaches any provision of the Laws of the Sport;
- (b) deliberately loses or attempts to lose a Game of Bowls or plays unfairly;
- (c) alters a bowl after it has been stamped by a registered bowls tester without submitting it for retesting and restamping;
- (d) at any event, function or activity of the Club whilst on the property of the Club, uses any profane, indecent or improper language;
- (e) 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;
- (f) breaches:
  - (i) any provision of the Constitution, or the Bowls NZ Constitution or the constitution of a Centre;
  - (ii) this Regulation or the regulations (other than the Bowls NZ Anti-Doping Regulation), by-laws or other rules (however described) of Bowls NZ or a Centre;
  - (iii) any policies of the Club, Bowls NZ or a Centre;

- (iv) any reasonable direction of the Club, Bowls NZ or a Centre (or person authorised on their behalf);
- (v) any decision of a General Meeting, the Executive Committee or any decision of any equivalent bodies of Bowls NZ or a Centre;
- (g) acts in a manner which brought, or could bring, the Club, Bowls NZ, or a Centre into disrepute;
- (h) acts in a manner unbecoming of a Member, or which is prejudicial to the Objects and/or the objects of Bowls NZ and/or a Centre;
- (i) fails or refuses, for a period of one calendar month to pay any fine or monetary penalty imposed by the Club, Bowls NZ, and/or a Centre or any authority under the jurisdiction of the Club, Bowls NZ or a Centre; and/or
- (j) aids or abets any of the conduct specified in (a) to (i) above.

**“National Event”** means a bowls event held by, or under the auspices of, or administered by Bowls NZ (and held at a Centre or Club venue as determined by Bowls NZ). National Events may be held on an open, invitation, or limited entry basis. A National Event shall be deemed to start at the commencement of the official opening, manager’s meeting or pre-event briefing immediately preceding the event (whichever is the earlier) and shall end at the conclusion of the official closing, prize giving or official Bowls NZ function for the event (whichever is the latter).

**“Non-Playing Member”** means a person who does not wish to play bowls at the Club but who wishes to enjoy an on-going association with the Club including participating in petanque and social activities at the Club. A Non-Playing Member may also be a Life Member if they are appointed as such pursuant to Rule 9.1 (Life Members) of this Constitution.

**“Objects”** means the objects of the Club, for Bowls and Petanque, as specified in Rule 4 (Objects) of this Constitution.

**“Officer”** means an individual who is appointed or elected to a position of office in the Club in accordance with this Constitution (such as the Patron or a Executive Committee Member).

**“Official”** means any individuals who are Appointed Personnel or Officers.

**“Ordinary Resolution”** means a resolution passed by a majority of the votes properly cast by those Voting Members present and entitled to vote at the General Meeting at which the vote is occurring.

**“Petanque Member”** means a person who wishes to enjoy playing Petanque and Non-Playing Member rights and privileges of being a member of the Club.

**“Playing Member”** means a person who wishes to enjoy the playing and non-playing rights and privileges of being a member of the Club. A Playing Member may also be a Life Member if they are appointed as such pursuant to Rule 9.1 (Life Members) of this Constitution.

**“President”** and **“Vice-President”** means the President and Vice-President of the Club elected in accordance with this Constitution.

**“Privacy Officer”** means the person appointed by the Executive Committee to address privacy matters at the Club.



**“Region”** means the region governed by Bowls Wellington Incorporated as defined in the Bowls NZ Constitution.

**“Regional Centres”** means the Centres of Auckland Bowls Incorporated, Bowls Wellington Incorporated and Bowls Canterbury Incorporated, or such other replacement and/or additional bodies as appointed by the Bowls NZ Board in accordance with the Bowls NZ Constitution.

**“Regional Judicial Committee”** means the regional committee(s) in the Region established in accordance with the Bowls NZ Regulations, or in the absence of such Bowls NZ Regulations, as determined by the Bowls NZ Board.

**“Register of Members”** means the register described in Rule 11 (Register of Members).

**“Regulations Register”** means the Register held and maintained by the Secretary in which is recorded the information referred to in Rule 28.1 (Executive Committee to Determine).

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

**“Rules of the Sports Tribunal”** means the rules of the Sports Tribunal of New Zealand.

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

**“SGM”** means a Special General Meeting of the Club convened in accordance with this Constitution.

**“Special Resolution”** means a resolution passed by two-thirds of the votes properly cast by those Voting Members present and entitled to vote at the General Meeting at which the vote is occurring.

**“Sports Tribunal”** means the Sports Tribunal of New Zealand established under the Sport and Recreation New Zealand Act 2002 and continued under the Sports Anti-Doping Act 2006.

**“Voting Members”** means those persons entitled to vote at General Meetings of the Club as specified in this Constitution.

## 2.2 **Construction:** In this Constitution:

- a. a gender includes all other genders;
- b. the singular includes the plural and vice-versa;
- c. any reference to legislation includes any regulation, order-in-council or other instrument issued or made under that legislation, and any modification or re-enactment of that legislation, or any legislation enacted in substitution of that legislation;
- d. any agreement includes that agreement as modified, supplemented, innovated or substituted from time to time;
- e. a reference to persons includes bodies corporate;
- f. a reference to a person includes the legal personal representatives, successors and

permitted assigns of that person; and

- g. headings and the contents page are for reference only and are to be ignored in construing this Constitution.

### 3. **Registered Office**

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- 3.1 The registered office of the Club shall be at such place as determined by the Executive Committee of the Club from time to time.

### 4. **Objects**

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- 4.1 In the geographical area in which the Club operates, **the objects of the Club for Bowls** are to:
  - a. be responsible for the administration, promotion, and development of the Game of Bowls;
  - b. encourage participation in the Game of Bowls as an amateur game which provides health, recreation, and other community benefits for all New Zealanders;
  - c. be a member of Bowls NZ and the Centre and, to the extent applicable, comply with and enforce the Bowls NZ Constitution, the Bowls NZ Regulations, the Centre Constitution, and the Centre Regulations;
  - d. encourage achievement in the Game of Bowls;
  - e. enforce the Laws of the Sport of Bowls;
  - 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 the use of banned performance-enhancing drugs;
  - h. provide information, assistance and resources to its Members;
  - i. manage the financial affairs of the Club consistent with best business practice;
  - j. where appropriate, give and seek recognition for Members for their involvement in the Game of Bowls or other services to the community;
  - k. allow Members and others to use the premises, facilities, and equipment of the Club and impose conditions on such use;
  - l. encourage the improvement of the premises and facilities of the Club to facilitate the enjoyment of the Game of Bowls by Members and the community;
  - m. develop and coach players, Officials, and other personnel involved in the Game of Bowls;
  - n. apply its property and capacity in pursuit of the objects of Bowls NZ, the Centre, the Club and the Game of Bowls;

- o. do all that is reasonably necessary to enable the objects of Bowls NZ, the objects of the Centre and these Objects to be achieved;
- p. act in good faith and with loyalty to ensure the maintenance and enhancement of Bowls NZ, the Regional Centres, the Centres, the Club, and the Game of Bowls, and their standards, quality and reputation for the collective and mutual benefit of the Members and the Game of Bowls;
- q. at all times operate with, and promote, mutual trust and confidence between Bowls NZ, the Regional Centres, the Centres, the Club, and the Members, in pursuit of these Objects; and
- r. at all times to act on behalf of, and in the interests of, the Members and the Game of Bowls.

4.2 In the geographical area in which the Club operates, **the objects of the Club for Petanque** are to:

- a. promote, organise, regulate, hold and conduct tournaments, competitions, matches, games;
- b. promote the health and safety of all participants in the Game of Petanque;
- c. provide information, assistance and resources to Petanque Players;
- d. encourage and promote the Game of Petanque as a sport to be played in a manner which upholds the principles of fair play and is free from the use of banned performance-enhancing drugs;
- e. encourage participation in the Game of Petanque as an amateur game which provides health, recreation, and other community benefits for all New Zealanders;
- f. encourage achievement in the Game of Petanque;
- g. be responsible for the administration, promotion and development of the Game of Petanque;
- h. be a member of Petanque NZ and the Wellington Petanque Association and, to the extent applicable, comply with and enforce Petanque NZ Rules and Regulations;
- i. do all that is reasonably necessary to enable the objects of Petanque NZ, the objects of the Wellington Petanque Association and these Objects to be achieved;
- j. act in good faith and with loyalty to ensure the maintenance and enhancement of Petanque NZ, the Wellington Petanque Association, the Club, and the Game of Petanque, and their standards, quality and reputation for the collective and mutual benefit of the Members and the Game of Petanque;
- k. at all times operate with, and promote, mutual trust and confidence between Petanque NZ, Wellington Petanque Association and the Members, in pursuit of these Objects;
- l. where appropriate, give and seek recognition for Petanque players for their involvement in the Game of Petanque;

- m. act within the guidelines laid down by this Constitution;
- n. co-operate in the maintenance of playing areas, buildings and grounds within the Club;
- o. liaise with the Club for all functions, tournaments and events;
- p. allow Members and others to use the facilities, and equipment of the Club and impose conditions on such use;
- q. encourage the improvement of the facilities of the Club to facilitate the enjoyment of the Game of Petanque by Members and the community;
- r. develop and coach players, Officials, and other personnel involved in the Game of Petanque; and
- s. at all times to act on behalf of, and in the interests of, the Members and the Game of Petanque.

## 5. Powers

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### 5.1 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 that** interest paid on such funds borrowed or raised must not exceed the current market rate, and funds advanced or loaned must 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. determine, raise and receive money by subscriptions, donations, fees, levies, gate charges, sponsorship, government funding, local authority funding and gaming grants or otherwise;
- e. 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;
- 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, or the Centre Regulations;
- g. determine, implement and enforce disciplinary procedures for its Bowls Members, including imposing sanctions provided that such procedures are consistent with the Bowls NZ Constitution, Bowls NZ Regulations, the Centre Constitution, and the Centre Regulations;
- h. engage people and organisations to work for and with the Club, provided that the

payment for such services shall not exceed the market rate;

- i. be a member of, and contribute to the administration and promotion of, Bowls NZ, the Centre and the Game of Bowls in New Zealand;
- j. be a member of the Centre and Bowls NZ;
- k. be a member of the Wellington Petanque Association and Petanque NZ;
- l. determine who are its Bowls Members in accordance with the Bowls NZ Constitution and the Centre Constitution;
- m. establish and maintain an Executive Committee, committees, and other groups and to delegate its powers and functions to such groups;
- n. deliver programmes for competing, coaching, and officiating of the Game of Bowls at Club level which align with any Bowls NZ, Regional Centre, or Centre programmes and initiatives, including any nationally branded programmes developed by Bowls NZ;
- o. 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:**
  - i. such competitions, tournaments and events comply with the Bowls NZ Constitution, the Bowls NZ Regulations, the Centre Constitution, and the Centre Regulations; and
  - ii. the Club has obtained prior approval from the Centre and/or Bowls NZ (as applicable) for 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 or where the Game of Bowls is being held in conjunction with any person or organisation that is not a member of Bowls NZ, in accordance with the Regulations;
- p. establish, organise, and control petanque competitions, tournaments and events in the Club, including determining the rules and conditions of entry for such competitions, tournaments and events;
- q. award, grant, or otherwise honour achievement and services to the Game of Bowls, Game of Petanque and the Club;
- r. select Club representatives including players and Appointed Personnel;
- s. establish, maintain, and have an interest in corporate or other entities to carry on and conduct any part of the affairs of the Club and for that purpose, to utilise any of the assets of the Club;
- t. print and publish documents and implement any computer systems or software packages 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 merge, or generally for any purpose designed to benefit the Club; and

w. do any other acts or things which further the Objects.

5.2 The powers specified in Rule 5.1 shall not limit the rights and powers of the Club as an incorporated society under the Incorporated Societies Act 1908.

## **PART II – MEMBERSHIP**

### **6. Membership**

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6.1 **Membership Categories:** The categories of membership of the Club, (collectively called “Members”) shall be:

- a. **Playing Members** as described in Rule 2.1 (Interpretation);
- b. **Non-Playing Members** as described in Rule 2.1 (Interpretation); and
- c. **Casual Members** as described in Rule 2.1 (Interpretation).

6.2 **Subcategories of Membership:** Within the membership categories, specified in Rule 6.1, there may be subcategories of membership as determined by the Executive Committee. The subcategories of **Playing Members** include Life Members, Student Members, First Year Members. The subcategories of **Non-Playing Members** include Life Members, Associate Members, Honorary Members, Social Members and Petanque Members.

6.3 **Administration:** Upon, or shortly after, the approval of a new Member, the Secretary shall:

- a. update the Club’s Register of Members; and
- b. notify the Centre and Bowls NZ of the new Member with the details necessary to record the new Member on the Centre and Bowls NZ registers of members.

6.4 **General Rights & Obligations of Playing Members:** In addition to any specific rights and obligations specified in this Constitution, all Members acknowledge and agree that:

- a. the Governing Documents constitute a contract between each of them and the Club, the Centre, and Bowls NZ and they are bound by the Governing Documents;
- b. they shall comply with and observe the Governing Documents, and any determination, resolution or policy which may be made or passed by the Executive Committee, the Centre Board, or the Bowls NZ Board;
- c. they are subject to the jurisdiction of the Club, the Centre, and Bowls NZ;
- d. the Governing Documents are necessary and reasonable for promoting the Objects of the Club, the objects of the Centre, and the objects of Bowls NZ;
- e. the Governing Documents are made in the pursuit of a common object, namely the mutual and collective benefit of the Members, the Club, the Centre, Bowls NZ, and

the Game of Bowls; and

- f. they are entitled to all benefits, advantages, privileges and services of membership as conferred by the Governing Documents.

## **7. Playing Members & Non-Playing Members**

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### **7.1 Playing Members:** All Playing Members shall be entitled to:

- a. all the playing and other privileges and advantages of membership of the Club;
- b. full or limited use of the Club's green or greens, as determined by the Executive Committee and as otherwise limited by the Bowls NZ Regulations and the Centre Regulations;
- c. hold office in the Club;
- d. speak and vote at General Meetings of the Club;
- e. enter into any bowling competition, tournament, or match held by the Club in accordance with any specific rules for the competition, tournament, or match; and
- f. if selected, represent the Club in competitions, tournaments, and matches.

### **7.2 Non-Playing Members:** All Non-Playing Members shall be entitled to:

- a. such privileges and advantages of membership of the Club as determined by the Executive Committee;
- b. attend and speak at General Meetings of the Club if permitted to do so (by the Executive Committee or by the person chairing the General Meeting); and
- c. vote only on "non-bowls" related motions at General Meetings of the Club as defined by the Executive Committee or by the person chairing the General Meeting.

### **7.3 Applications for Playing & Non-Playing Membership:** Unless Rule 7.7 (Renewal of Membership) applies, all applications for membership of the Club as a Playing Member or a Non-Playing Member must:

- a. be proposed and seconded by two other Members (excluding Casual Members) of the Club;
- b. be made to the Secretary in writing on the Membership Form which must include the full name of the applicant, the applicant's address, the class of membership to which the applicant desires admission, and such other particulars as specified on the Membership Form, and the Membership Form must be signed by the applicant and the proposer and seconder;
- c. include an acknowledgement that upon acceptance as a Member the individual is bound by the Governing Documents;
- d. notify the Club if they have previously been a member of any other club which is a member of Bowls NZ so that a Clearance Certificate can be obtained;

- e. agree to pay the applicable subscription(s) by the date(s) specified by the Executive Committee; and
- f. be considered by the Secretary in accordance with Rule 7.5 (Consideration).

7.4 **Clearance Certificate:** Where an applicant is applying for membership of the Club as a Playing Member or Non-Playing Member and the applicant is (or has been previously) a member of another club which is a member of Bowls NZ, the Secretary shall require the production of a clearance certificate in the Bowls NZ prescribed form from such other club, before the applicant may be considered for membership ("Clearance Certificate").

7.5 **Consideration:** Upon receipt of a properly completed application under Rule 7.3 (Applications for Playing & Non-Playing Membership), the Executive Committee shall determine whether the application is accepted. The Executive Committee may refuse to accept any applicant for membership on any lawful grounds. The Executive Committee is not required to give reasons for any refusal to grant membership, but may choose to do so.

7.6 **Duration of Membership for Playing Members & Non-Playing Members:** The duration of membership at the Club (and thus also membership of the Centre and Bowls NZ) for all Playing Members and Non-Playing Members (except Life Members) shall:

- a. commence on:
  - i. the commencement date specified in the Membership Form; or
  - ii. if no commencement date is specified in the Membership Form then on the date the person's membership is accepted by the Secretary; or
  - iii. 1 July each year for all Playing Members and Non-Playing Members who renew their membership in accordance with Rule 7.7 (Renewal of Membership); and
- b. unless the membership is terminated early in accordance with this Constitution, it shall continue until the end of membership date as specified in the Membership Form; or
  - i. if no end date is specified then 30 June (as it occurs within the twelve month period following commencement of membership).

7.7 **Renewal of Membership:** A Playing Member or Non-Playing Member (excluding any Life Member) may annually renew their membership with the Club (and thus the Centre and Bowls NZ) without having to complete the requirements specified in Rule 7.3 (Applications for Playing and Non-Playing Membership) by:

- a. indicating to the Club that they wish to continue their membership; and
- b. paying their annual subscription.

## 8. **Casual Members**

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8.1 **Casual Members:** Every Casual Member is entitled to:

- a. play in the event(s) for which they have registered;



- b. participate in other non-playing activities at the Club as determined by the Executive Committee; and
- c. attend and speak at General Meetings of the Club if permitted to do so (by the Executive Committee or by the person chairing the General Meeting) but Casual Members are **not** entitled to vote at General Meetings.

8.2 **Applications for Casual Membership:** All applications for membership of the Club as a Casual Member must:

- a. be made to the Secretary in writing on the Membership Form;
- b. include an agreement to pay the applicable fees; and
- c. include an acknowledgement that the individual is bound by the Governing Documents.

8.3 **Consideration:** Upon receipt of a properly completed application under Rule 8.2 (Applications for Casual Membership), the Executive Committee shall determine whether the application is accepted. The Executive Committee may refuse to accept any applicant for membership as a Casual Member on any lawful grounds. The Executive Committee is not required to give reasons for any refusal to grant membership, but may choose to do so.

8.4 **Duration of Membership for Casual Members:** Unless a Casual Member's membership is terminated early in accordance with this Constitution, Casual Members shall be Members of the Club for:

- a. the period specified in the Membership Form, which must be no longer than twelve months; or
- b. if no period is specified in the Membership Form, then for the period of the event(s) for which they have registered.

## 9. **Life Members**

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9.1 **Life Membership:** Any Playing Member of the Club may propose that a person be made a Life Member of the Club. Every such proposal shall be made in writing to the Secretary setting out the basis upon which the proposer considers the person has demonstrated a significant, sustained and outstanding quality of service that has enhanced the reputation and future of the Club. The application shall first be considered by the Executive Committee and if approved by it, shall be put forward for consideration at a General Meeting of the Club. At any General Meeting where such a proposal is being considered, the proposal must be supported by a Special Resolution before life membership is conferred.

9.2 **Duration of Membership for Life Members:** Unless a Life Member's membership is terminated early in accordance with this Constitution, Life Members shall be Members of the Club for their lifetime without any need to comply with clause 7.7 (Renewal of Membership), commencing on the date their life membership is granted.

## 10. **Subscriptions & Other Fees**

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10.1 **Annual Subscriptions:** The annual subscription fee(s) due and payable to the Club by every Playing Member and Non-Playing Member (other than any Life Member) shall be

determined as follows:

- a. the Executive Committee shall recommend the annual subscription fee(s) for Playing and Non-Playing Members (including any variations for any subcategories of these membership categories) for consideration at a General Meeting;
  - b. in providing the recommendation described in Rule 10.1a the Executive Committee shall indicate whether the recommended annual subscription fee(s) includes any fees payable to the Centre and Bowls NZ, or Wellington Petanque Association and Petanque NZ; and
  - c. the recommended annual subscription fee(s) shall be approved at a General Meeting and if they are not approved the fee(s) shall remain the same as the previous year.
- 10.2 **Additional Fees:** In addition to the annual subscription fee(s) for Playing Members, Non-Playing Members and Casual Members, the Executive Committee may, in its discretion, specify administration, levy, entry, or other fees for 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 **Payment Date(s):** The Executive Committee may determine, in its discretion, the due date(s) for payment of any fees.
- 10.4 **Reduction:** The Executive Committee has the power to reduce the annual subscription fee(s) payable by any person seeking to join the Club in any category of membership if the person is seeking to join the Club after the Membership Year has commenced.
- 10.5 **Default by Playing Members:** If a Playing Member (except a Life Member) has not paid their annual subscription fee(s) or any other moneys owing to the Club before the commencement of the Centre Inter-Club competition then that person's membership may be suspended and that person shall not be entitled to exercise or enjoy any right, privilege, or advantage of membership until all such moneys have been paid, unless the Executive Committee determines otherwise in special circumstances. Before any suspension can take effect the Club must give written notice to the Member concerned of the outstanding moneys owed.
- 10.6 **Default by Non-Playing Members, including Petanque Members:** If a Non-Playing Member (except a Life Member) has not paid their annual subscription fee(s) or any other moneys owing to the Club before the commencement of November then that person's membership may be suspended and that person shall not be entitled to exercise or enjoy any right, privilege, or advantage of membership until all such moneys have been paid, unless the Executive Committee determines otherwise in special circumstances. Before any suspension can take effect the Club must give written notice to the Member concerned of the outstanding moneys owed.
- 10.7 **Default by Casual Members:** If a Casual Member owes any money to the Club then the Executive Committee may, in its discretion, suspend the Casual Member's membership and that person shall not be entitled to exercise or enjoy any right, privilege, or advantage of membership until all such moneys have been paid, unless the Executive Committee determines otherwise in special circumstances. Before any suspension can take effect the Club must give notice to the Member concerned of the outstanding moneys owed.
- 10.8 **Penalty:** The Executive Committee may determine a penalty payment (or payments) for any

default in payment of any annual subscription fee(s) or other fees by a Member.

## 11. Register of Members

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- 11.1 **Bowls Membership Return:** The Club shall complete an annual return setting out details of **all** Members of the Club in the form prescribed by Bowls NZ. This return must be forwarded to the Centre in accordance with Rule 11.3 (Filing Annual Return) for the purposes of:
- a. enabling the Club, Centre, and Bowls NZ to comply with section 22 of the Incorporated Societies Act 1908 (by recording the name, address, and date of joining of each Member);
  - b. determining the exact numbers of each category of Member (as outlined in Rule 6.1 – Membership Categories);
  - c. determining the exact amount of the annual membership fees payable by the Club to the Centre, and through the Centre to Bowls NZ; and
  - d. enabling the Club, the Centre, the Regional Centres, and Bowls NZ to meet any contractual obligations they may have to sponsors, including the provision of membership lists containing the names and addresses of Members.
- 11.2 **Petanque Membership Return:** The Club shall complete an annual return setting out details of **all** Petanque Members of the Club in the form prescribed by Wellington Petanque Association and in accordance with Petanque NZ. This return must be forwarded to the Wellington Petanque Association in accordance with Rule 11.3 (Filing Annual Return) for the purposes of:
- a. enabling the Club, Wellington Petanque Association, and Petanque NZ to comply with section 22 of the Incorporated Societies Act 1908 (by recording the name, address, and date of joining of each Member);
  - b. determining the exact numbers of each category of Member (as outlined in Rule 6.1 – Membership Categories);
  - c. determining the exact amount of the annual membership fees payable by the Club to the Wellington Petanque Association, and to Petanque NZ; and
  - d. enabling the Club, the Wellington Petanque Association, and Petanque NZ to meet any contractual obligations they may have to sponsors, including the provision of membership lists containing the names and addresses of Members.
- 11.3 **Filing Annual Return:** The Club's annual return, for the period 1 January to 31 December, together with a copy of the Club's annual report and statement of accounts shall be sent to the Centre Manager by 31 January in each year. The Club's annual return must be certified as true and correct by the Club's President and Secretary.
- 11.4 **Failure to File Return:** If the Club fails to forward a full and accurate completed return of all of its Members in the required format by the due date, it shall be deemed to have had its membership of the Centre and Bowls NZ suspended and the Members shall be debarred from entering into any Centre or Bowls NZ competition or tournament until such time as a completed return is filed by the Club. However, the Club is not required to include in its return of Members the particulars of any Member who has applied for exemption under Rule

11.6 (Exemptions) until such time as the application has been finally determined.

11.5 **Privacy Act 1993:** It is a condition of membership of the Club that each Member provide certain personal information about themselves (including their name, address, date of joining and the other mandatory personal information sought in the Membership Form). For the purposes of Principles 10-11 of the Privacy Act 1993, the use or disclosure of personal information obtained pursuant to Rule 11.1 (Membership Return) shall, subject to the provisions of Rule 11.6 (Exemptions), 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.

11.6 **Exemptions:** Notwithstanding the provisions of Rule 11.5 (Privacy Act 1993):

- a. should any person object to the disclosure of personal information in the manner prescribed by the Club, they may make application to the Club's Privacy Officer for an exemption. Any application to the Privacy Officer for exemption under this provision shall fully state the grounds upon which the applicant relies; and
- b. any person dissatisfied with the decision of the Privacy Officer under this Rule may request that the matter be considered by the Executive Committee whose decision shall be final. The Executive Committee may, if it wishes to do so, seek input from Bowls NZ before making any final determination.

11.7 **Inspection of Register:** Any entry on the Register of 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.

## 12. **Resignation, Suspension & Termination of Membership**

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12.1 **Methods:** A Member's membership of the Club shall end in any of the following circumstances:

- a. expiry of their membership, unless the person has renewed their membership in accordance with Rule 7.7 (Renewal of Membership);
- b. resignation of membership as described in Rule 12.2 (Resignation);
- c. termination for default in fees as described in Rule 12.3 (Suspension & Termination for Default in Fees); or
- d. termination under Rule 22 (Discipline).

12.2 **Resignation:** A Member may resign their membership of the Club by giving not less than **7 Days'** notice in writing to the Secretary (or such other person as designated by the Executive Committee). On expiry of the notice period, and provided that the Member has paid all arrears of subscriptions and fees due and payable to the Club, the Member shall cease to be a Member. The Club shall inform the Centre of any resignation once it is effective. If requested to do so, and provided that all relevant conditions are satisfied, the Secretary shall give the former Member a Clearance Certification in the Bowls NZ approved form.

12.3 **Suspension & Termination of Membership:** For the purposes of this Rule 12 (Resignation, Suspension & Termination), the term "suspension" means the act of suspending a Member

from membership of the Club for a defined period of time, unless the terms of the suspension specify otherwise. The terms “termination” mean the action of expelling the Member and terminating their membership of the Club indefinitely, unless the terms of the termination specify otherwise.

- 12.4 **Suspension & Termination for Default in Fees:** A Playing Member or Non-Playing Member may have their membership of the Club suspended or terminated by the Executive Committee if any fees are due and outstanding to the Club for a period of **60 Days** or longer after the date of any notice requiring the Member to pay the same has been given to the Member by the Club. Any such Member shall not be relieved from liability to pay the money owed to the Club. A Casual Member may have their membership of the Club terminated by the Executive Committee if any fees are due and outstanding to the Club for a period of **30 Days** or longer after the date of any notice requiring the Casual Member to pay the same has been given to the Casual Member by the Club. Any such Member shall not be relieved from liability to pay the money owed to the Club.
- 12.5 **Suspension & Termination by the Club:** A Member may have their membership of the Club suspended or terminated (and therefore also have their membership of the Centre and Bowls NZ terminated) by the Executive Committee in accordance with Rule 22 (Discipline).
- 12.6 **Suspension & Termination by the Centre or Bowls NZ:** A Member of the Club who has had their membership of the Centre or Bowls NZ suspended or terminated by the Centre or Bowls NZ shall also have their membership of the Club suspended or terminated. The Executive Committee 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 the Member is subsequently reinstated to membership of the Centre and Bowls NZ, then that person’s membership to the Club shall be reinstated by the Executive Committee upon the Club receiving notice from the relevant Centre and/or Bowls NZ of such reinstatement.
- 12.7 **Notification of Decision:** Upon receipt of any decision to suspend or terminate a person’s membership of the Club as a Playing Member or a Non-Playing Member under Rule 12.5 (Suspension & Termination by the Club) or Rule 12.6 (Suspension & Termination by the Centre or Bowls NZ), the Secretary shall, as soon as practicable, inform the person concerned and update the Club’s Register of Members. Upon receipt of any decision to suspend or terminate a person’s membership of the Club as a Casual Member under Rule 12.5 (Suspension & Termination by the Club) or Rule 12.6 (Suspension & Termination by the Centre or Bowls NZ), the Secretary shall take reasonable steps to inform the person concerned and to update the Club’s Register of Members.
- 12.8 **Consequences of Suspension Termination of Membership:** A Member who is suspended or terminated from membership of the Club shall forfeit all rights in and claims upon the Club and its property (including Intellectual Property), and shall not use any Club property (including Intellectual Property). In particular the Member shall:
- a. also automatically have their membership of the Centre and Bowls NZ suspended or terminated;
  - b. not be entitled to any of the rights or privileges of membership set out in the Governing Documents, including the right to vote at General Meetings;
  - c. not be entitled to participate, practice or play the Game of Bowls in any capacity in any competition, tournament, event or activity of the Club, Centre, or Bowls NZ;

- d. not be entitled to have access to any function, activity, facilities, services or premises of the Club, Centre, or Bowls NZ; and
- e. 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, 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 termination, indefinitely unless membership is reinstated in accordance with Rule 12.9 (Reinstatement by Club).

12.9 **Reinstatement by Club:** Membership, which has been suspended or terminated by a Club, may be reinstated at the discretion of the Club Executive Committee. If a member of a Club has their membership of the Club reinstated by the Club, the Club must notify the Centre and Bowls NZ of such reinstatement within **7 Days** of the decision to do so, to enable the Centre and Bowls NZ to amend their respective registers of members accordingly.

### PART III – GOVERNANCE

#### 13. Patron

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13.1 The Executive Committee may, if it considers it appropriate to do so, make a recommendation to the Members for consideration at a General Meeting that a person be elected as the patron of the Club for a specified period of time. If the Executive Committee provides such a recommendation and it is approved by Ordinary Resolution at a General Meeting, then that person shall become the patron of the Club at the conclusion of that General Meeting for the period determined by the Club. The patron shall not be a member of the Executive Committee.

#### 14. Executive Committee

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**Positions on the Executive Committee:** The Club shall have an Executive Committee which shall consist of up to 11 persons who have assumed office in accordance with this Rule (Executive Committee). The Executive Committee shall consist of the following:

- a. a President;
- b. a Vice President;
- c. a Secretary;
- d. a Treasurer; and
- e. up to seven other persons (including a representative of Petanque and any persons co-opted to serve on the Executive Committee in accordance with this Constitution).

14.2 **Election:** The members of the Executive Committee of the Club shall be elected at each AGM in accordance with this Rule (Executive Committee), except for any members co-opted under Rule 14.3 (Co-option) or 15.2 (Co-option if a Vacancy Arises).

14.3 **Co-option:** The Executive Committee may, if it considers it desirable to do so at any time,

co-opt up to two persons to serve on the Executive Committee for a period determined by the Executive Committee (which shall not be longer than twelve months). There is no limit to the number of times an individual may be co-opted onto the Executive Committee.

14.4 **Restriction:** Individuals may not be elected or co-opted to serve on the Executive Committee if any of the following apply:

- a. the person is an undischarged bankrupt, or is subject to a condition not yet fulfilled or any order under the Insolvency Act 1967;
- b. the person has been convicted of a crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961) and has been sentenced for that crime within the last seven years;
- c. the person has been prohibited from being a director or promoter of, or being concerned or taking part in, the management of an incorporated or unincorporated body under the Companies Act 1993, Securities Act 1978, the Securities Markets Act 1988, the Takeovers Act 1993, or from being an officer of a charitable entity under the Charities Act 2005; or
- d. the person is subject to a property order made that the person is lacking in competence to manage their own affairs under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of the Protection of Personal and Property Rights Act 1988.

14.5 **Term of Office:** The term of office of all elected members of the Executive Committee shall be from the conclusion of the AGM at which their election is made through to the close of the next AGM. Subject to Rule 14.3 (Co-option), the term of office for a person who is co-opted to the Executive Committee shall commence on their appointment and expire at the conclusion of the next AGM. Each member of the Executive Committee shall be eligible for re-election or co-option.

14.6 **Call for Applications:** Prior to the AGM in each year, the Club shall call for applications for positions on the Executive Committee. The call for applications must include the closing date for receiving applications, which should generally be at least **14 Days** prior to the AGM so that the details of any applicants for Executive Committee positions can be included in the agenda for the AGM.

14.7 **Form of Applications:** Unless Rule 14.8 (No Applications) applies, all applications for positions on the Executive Committee shall:

- a. be in writing and signed by the applicant;
- b. indicate the position for which the applicant is seeking election (if a specific position is sought); and
- c. include the applicant's full postal address and such other information as the Executive Committee may request in respect of each application.

14.8 **No Applications:** If no valid application for a vacant position on the Executive Committee is received by the Club in advance of the applicable AGM, applications for that position may be called from the floor at the AGM at which the election is to occur.

14.9 **Single Application:** If only one application is received for a position then, unless Rule 14.4

(Restriction) applies so that the applicant is not eligible to serve on the Executive Committee, the chairperson of the AGM at which the application was to be considered shall declare the applicant elected and there shall be no need for a vote.

- 14.10 **Multiple Applications:** If more than one valid application for any position on the Executive Committee is received by the Club:
- a. the Club shall advise all Voting Members of the names and addresses of all valid applicants for each position, and provide such other information as the Executive Committee deems appropriate; and
  - b. at the AGM an election shall be held by a secret ballot being taken amongst those Voting Members present and entitled to vote at the AGM and the highest polling candidates shall be declared elected.
- 14.11 **Order:** Any elections to the Executive Committee at a General Meeting shall be conducted and declared in the order in which the positions appear in Rule 0 (Positions on the Executive Committee).
- 14.12 **Equality of Votes:** Where there is an equality of votes between candidates for a position on the Executive Committee a second ballot shall be held. Where there is still an equality of votes after the second ballot the outcome shall be determined by lot.
- 14.13 **Suspension of Executive Committee Member:** The Executive Committee may, after reasonable enquiry and after giving the person concerned the right to be heard, suspend a person from their position on the Executive Committee in the following circumstances:
- a. if the person is charged with committing a criminal offence punishable by a term of imprisonment and the Executive Committee consider the circumstances justify immediate suspension; or
  - b. if any of the circumstances described in Rule 14.4 (Restriction) occur to that person during their term of office; or
  - c. if the Executive Committee consider any member of the Executive Committee has breached any one or more of the duties specified in Rule 17.2 (Duties of the Executive Committee); or
  - d. if the Executive Committee consider any member of the Executive Committee has acted in a manner that has caused, or may cause, significant harm to the Club.
- 14.14 **Removal From Office:** In addition to the power of suspension in Rule 14.13 (Suspension of Executive Committee Member) the Executive Committee may, with the approval of a motion by no less than two-thirds of the Executive Committee, remove any Executive Committee Member from the Executive Committee before the expiry of their term of office if any of the circumstances set out in Rule 14.13a to 14.13d apply, provided that:
- a. the person concerned has been notified that a Executive Committee meeting is to be held to discuss that person's removal from office; and
  - b. the person concerned has been given an opportunity to make submissions about the proposed removal prior to the Executive Committee meeting or by submission in person at the Executive Committee meeting.



## 15. **Vacancies on the Executive Committee**

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- 15.1 **Vacancies:** A position on the Executive Committee shall be vacated immediately if the holder of it:
- a. resigns from his or her position on the Executive Committee;
  - b. is removed from office in accordance with this Constitution;
  - c. is absent from three (or more) consecutive meetings of the Executive Committee without the approval of the Executive Committee; or
  - d. dies.
- 15.2 **Co-option if a Vacancy Arises:** In addition to the power specified in Rule 14.3 (Co-option), if any vacancy arises on the Executive Committee after an AGM the Executive Committee has the power to fill that vacancy by co-option until the next AGM, or the Executive Committee may choose to leave the position vacant until the next AGM.

## 16. **Proceedings of the Executive Committee**

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- 16.1 **Executive Committee Meetings:** Meetings of the Executive Committee may be called at any time by the President or two or more Executive Committee Members, but generally the Executive Committee shall meet at least once a month.
- 16.2 **Notice of Meetings:** Unless an urgent matter needs to be considered, the Secretary shall provide each Executive Committee Member with not less than **14 Days'** written notice of any Executive Committee meeting convened under Rule 16.1 (Executive Committee Meetings).
- 16.3 **Chairperson:** At the first Executive Committee meeting following each AGM, the Executive Committee shall elect a chairperson from amongst their number ("Chairperson"). The Chairperson shall chair all meetings of the Executive Committee unless he or she is unavailable - in which case the Executive Committee shall select another member of the Executive Committee to stand in his or her place during the period of unavailability.
- 16.4 **Quorum:** The quorum necessary for the transaction of business of the Executive Committee shall be over half of the Executive Committee Members. No business shall be transacted at any Executive Committee meeting unless a quorum is present when the meeting proceeds to business. In the event of a quorum not being present within half an hour after the appointed time on the meeting date, the meeting shall stand adjourned to a date, time, and place to be fixed on adjourning the meeting, which must be notified to all Executive Committee Members. If at the adjourned meeting a quorum is not present within half an hour after the appointed time, the Executive Committee Members present at the reconvened meeting shall constitute a quorum.
- 16.5 **Disclosure of Interests:** Any Executive Committee Member who may derive some personal or financial advantage from any matter before the Executive Committee shall disclose the nature and extent of their interest to the Executive Committee and shall take no part whatsoever in the matter before the Executive Committee where they hold such interest.
- 16.6 **Voting:** Each Executive Committee Member present, at any Executive Committee meeting, may only exercise one vote, except that in the event of an equality of votes (but not

otherwise) the Chairperson shall have a deliberative vote and a casting vote. Voting shall be by voices or, upon request from any Executive Committee Member, by show of hands or a ballot. Proxy and postal voting is not permitted at meetings of the Executive Committee.

- 16.7 **Resolutions:** The Executive Committee may make a decision by signed resolution or consent in lieu of a meeting. Any such resolution shall be valid as if it had been passed at a meeting of the Executive Committee as long as:
- a. a copy of the proposed resolution is sent to every Executive Committee Member; and
  - b. over half of the Executive Committee Members sign or consent to the resolution and return evidence of this consent to the Secretary (or such other person as agreed by the Executive Committee) by mail, electronic mail, facsimile, or another form of visible or electronic communication, by the date and time specified by the Secretary.
- 16.8 **Minutes:** The Secretary shall ensure the proceedings of each Executive Committee meeting are properly recorded as soon as possible after the conclusion of each Executive Committee meeting. A copy of such minutes shall then be made available upon request to any Member of the Club. A copy of each set of minutes shall also be permanently affixed in a minute book of the Club and confirmed at the next meeting of the Executive Committee.
- 16.9 **Meetings Using Technology:** A meeting of the Executive Committee may be held by the contemporaneous linking together by telephone or other means of communication of the Executive Committee Members provided that prior notice of the meeting is given to all Executive Committee Members and provided that all persons participating in the meeting are able to hear each other effectively and simultaneously.
- 16.10 **Expenses:** Subject to the requirements in Rule 26 (Application of Income & No Pecuniary Profit), the Executive Committee may, by majority vote, reimburse its Executive Committee Members for their actual and reasonable expenses incurred in the conduct of the business of the Club. Prior to doing so the Executive Committee must establish a policy to be applied to the reimbursement of any such expenses.
- 16.11 **Matters Not Provided For:** If any situation arises that, in the opinion of the Executive Committee, is not provided for in the Governing Documents, the matter may be determined by the Executive Committee.

## 17. **Powers & Duties of the Executive Committee**

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- 17.1 **Overall Power:** The Executive Committee shall govern the Club and be responsible for managing the business and affairs of the Club. Subject to this Constitution, the Executive Committee may exercise all of the powers of the Club and do all things that are not expressly required to be undertaken at a General Meeting. The Executive Committee may, through clearly-defined delegations of authority, delegate the day-to-day management of the business and affairs of the Club to the Secretary and/or any other Appointed Personnel.
- 17.2 **Duties of Executive Committee Members:** The specific duties for each role on the Executive Committee are those specified in this Constitution and any others as determined by the Executive Committee. The general duties of each Executive Committee Member are to:
- a. act in good faith and in the best interests of the Club at all times;

- b. exercise the powers of the Executive Committee for proper purposes;
- c. act, and ensure the Club acts, in accordance with this Constitution;
- d. not agree to, nor cause to 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;
- e. not agree to the Club incurring any obligations unless the Executive Committee Member believes at that time, on reasonable grounds, that the Club will be able to perform the obligations when it is required to do so; and
- f. exercise the care, diligence, and skill that a reasonable Executive Committee Member would exercise in the same circumstances taking into account, but without limitation, the nature of the Club, the nature of the decision, the position of the Executive Committee Member, and the nature of the responsibilities undertaken by the Executive Committee Member.

17.3 **Powers of the Executive Committee:** Without limiting the generality of the Executive Committee's powers to carry out the Objects of the Club as it considers necessary (provided this is done in accordance with the powers of the Club as specified in Rule 4.2 – Powers), the Executive Committee shall have the following specific powers, to:

- a. develop and implement strategies, policies, and procedures for the administration, promotion, and development of the Game of Bowls at the Club;
- b. develop and implement prudent policies to protect and enhance the Club's finances and property;
- c. develop Club programmes for playing, coaching, umpiring and officiating the Game of Bowls and implement them in accordance with any directions from any of the Regional Centres, the Centre, or Bowls NZ;
- d. control, manage, borrow, 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 4.2 (Powers) of this Constitution;
- e. set the fees payable by the Members and enforce payment of such fees in accordance with this Constitution;
- f. engage people or organisations to work for and with the Club on terms as determined by the Executive Committee (provided that the payment for such services shall not exceed the market rate), and manage the terms and conditions of their engagement;
- g. delegate and/or designate specific areas of responsibility to specific Executive Committee Members or Appointed Personnel;
- h. establish, appoint, and determine the composition of any sub-committees, committees and other groups as it considers appropriate to assist it to carry out its responsibilities and to delegate to them such powers as it considers appropriate;
- i. engage, contract, or otherwise agree to obtain the assistance or advice of any person or organisation;

- j. appoint a delegate (or delegates) to represent the Club at meetings;
- k. subject to this Constitution, fill vacancies on the Executive Committee, any committees, and any other groups which are established by it;
- l. determine the yearly calendar for Club tournaments, events and competitions;
- m. determine the conditions and rules of Club tournaments, events and competitions, held by or under its auspices;
- n. where the Club has sufficient resources to do so, engage managers, coaches, umpires, greenkeepers and any other necessary support personnel for Club representative bowls teams and competitions, determine the terms and conditions of such appointments and, if necessary, terminate such appointments;
- o. appoint or select Club representative players and Appointed Personnel;
- p. enforce the Laws of the Sport in accordance with the Laws of the Sport and the Governing Documents;
- q. discipline Members in accordance with this Constitution and the Regulations; and
- r. hear and determine any Disputes, Misconduct or other matters as specified in this Constitution and the Regulations.

## **18. Duties of the Secretary**

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### **18.1 Duties:** The Secretary shall:

- a. give notice of, and attend, all General Meetings and Executive Committee meetings (unless they are unavailable in which case another Executive Committee Member (selected by the Executive Committee) shall fill this role);
- b. keep minutes of the proceedings of all General Meetings and Executive Committee meetings (unless they are unavailable in which case another Executive Committee Member (selected by the Executive Committee) shall fill this role);
- c. maintain the Club's Register of Members in accordance with this Constitution; and
- d. generally perform such duties as are required under the Governing Documents.

## **19. Duties of the Treasurer**

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### **19.1 Duties:** The Treasurer shall:

- a. collect and account for all subscriptions and other moneys payable to the Club, bank such funds to the credit of the Club's banking account, disburse Club money as directed by the Executive Committee, and keep proper accounts of the financial affairs of the Club;
- b. submit accounts payable by the Club for the approval of the Executive Committee before payment, and report to each meeting of the Executive Committee on the state of the finances of the Club;

- c. prepare and forward the annual return of the Club to the Centre, in accordance with the requirements of the Centre and Bowls NZ; and
- d. immediately after the close of each financial year prepare and submit a statement of accounts and balance sheet (Statement of Financial Position, Statement of Financial Performance, Statement of Movement In and Components of Equity, with supporting notes) for the Club for the financial year, and present them to the AGM.

## 20. **Delegate to Represent the Club**

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- 20.1 At any time the Executive Committee may appoint a person to act as a Delegate for the Club at meetings of the Centre. If a person is so appointed, then:
- a. when specific instructions are given by the Executive Committee or the Club, the Delegate shall vote at general meetings of the Centre in accordance those directions;
  - b. if no specific instructions are given the Delegate may vote as they consider appropriate having regard to any views expressed to them by the Club and its Members; and
  - c. the delegate shall report to the Executive Committee all decisions of the Centre which it is made aware of that are of interest to the Club.

## **PART IV – GENERAL MEETINGS**

### 21. **General Meetings**

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- 21.1 **Annual General Meeting:** An Annual General Meeting (“AGM”) of Club shall be held not later than the end of July.
- 21.2 **Special General Meetings:** Any other general meeting of the Voting Members shall be described as a Special General Meeting (“SGM”).
- 21.3 **Notice of AGM:** The Club shall give at least **30 Days’** written notice of any AGM to all Executive Committee Members and Voting Members. The notice shall set out:
- a. the date, time, and venue for the AGM (as determined by the Executive Committee); and
  - b. the closing date(s) for applications for elected positions, proposed motions, and any other items of business to be submitted to the Club, which must be not less than **14 Days** prior to the AGM unless otherwise agreed by the Executive Committee.
- 21.4 **AGM Business:** The business to be transacted at every AGM shall include:
- a. confirmation of the minutes of the previous AGM and any SGM held since the previous AGM;
  - b. receiving the Executive Committee’s report for the financial year ending 30 April;
  - c. receiving the statement of accounts and balance sheet for the Club for the financial year ending 30 April;

- d. the election of members of the Executive Committee;
  - e. fixing the annual subscription fee(s);
  - f. considering and determining any notices of motion which propose alterations to the Constitution of which due and proper notice has been given in accordance with Rule 27.2 (Timing);
  - g. considering and making recommendations to the Executive Committee as a result of any notices of motions of which due and proper notice has been given in accordance with Rule 21.6 (Notices of Motion); and
  - h. transacting such other business as the General Meeting considers appropriate.
- 21.5 **AGM Agenda:** An agenda containing the business to be discussed at the AGM (as set out in Rule 21.4 – AGM Business) shall be sent to all Executive Committee Members and all Voting Members no later than **7 Days** before the date of the General Meeting. Any additional items of general business may be raised from the floor with the consent of the chairperson of the AGM.
- 21.6 **Notices of Motion:** Any notice of motion from a Voting Member must be received by the Secretary at least **14 Days** prior to an AGM in order to be considered at that meeting, unless otherwise agreed by the Executive Committee. Only Voting Members may submit notices of motion. Every notice of motion must be signed by the Voting Member who submitted it.
- 21.7 **Urgent Matters:** Any matter of an urgent or extraordinary nature which normally would be required to be the subject of a notice of motion before it could be considered at an AGM may be brought before an AGM and determined by the Members at that AGM but **only** if a decision to consider and determine the matter without it being circulated to all other Voting Members who are not present at that AGM is approved by Ordinary Resolution at that AGM.
- 21.8 **Special General Meeting:** The Secretary shall convene a SGM of the Club by giving the requisite notice required under Rule 21.9 (Notice of SGM):
- a. when directed to do so by the Executive Committee, which direction must include full details of the business to be dealt with at the meeting; or
  - b. on requisition in writing signed by not less than eight Voting Members which requisition must provide full details of the business that is proposed to be dealt with at the meeting.
- 21.9 **Notice of SGM:** If the Secretary is required to convene a SGM, the Secretary shall give at least **14 Days'** notice of the time, date, and venue of such meeting to all Executive Committee Members and all Voting Members, unless the Executive Committee considers such notice period is not practicable due to exceptional circumstances. The notice of SGM must clearly state the reasons why the SGM 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 stated in the notice of SGM may be dealt with at the SGM.
- 21.10 **Chairperson:** The Chairperson of the Executive Committee (or another person nominated by the Executive Committee) shall chair all General Meetings of the Club.
- 21.11 **Procedure:** At any General Meeting of the Club every Voting Member who is present at the General Meeting shall be entitled to one vote on each matter being determined.

- 21.12 **Observers:** In addition to the Voting Members, all other Members are entitled to attend General Meetings as observers, but shall not be entitled to:
- a. speak unless permitted by the chairperson of the General Meeting; or
  - b. vote.
- 21.13 **Voting:** At General Meetings:
- a. the election of Executive Committee Members shall be conducted by secret ballot unless otherwise determined by the chairperson of the General Meeting;
  - b. all other voting shall be by show of hands unless any two Voting Members present and entitled to vote at the General Meeting request a secret ballot, which in case voting shall be by secret ballot;
  - c. where a show of hands or ballot is taken, the total votes for and against the motion or amendment may be recorded;
  - d. voting shall be by Ordinary Resolution unless this Constitution expressly requires a Special Resolution;
  - e. the chairperson of the General Meeting shall have a deliberative vote, and, in the event of a tied vote (but not otherwise), the chairperson of the General Meeting shall also have a casting vote; and
  - f. no proxy voting shall be allowed.
- 21.14 **Meeting Procedure:** At General Meetings:
- a. the quorum shall be enough Voting Members to represent at least a quarter of the total Voting Members of the Club, provided that should such number not be a whole number, the quorum shall be rounded up to the next whole number;
  - b. no business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. In the event of a quorum not being present within half an hour after the appointed time on the meeting date, the meeting shall stand adjourned to a date, time, and venue to be fixed by the chairperson of the General Meeting on adjourning the meeting. If a quorum is not present within half an hour after the appointed commencement time of the reconvened meeting, the Voting Members present at the reconvened meeting shall constitute a quorum; and
  - c. on all questions of order the decision of the chairperson of the General Meeting shall be final unless dissented from by Ordinary Resolution.
- 21.15 **Minutes:** The Secretary shall ensure the proceedings of all General Meetings are recorded and incorporated in a minute book. As soon as possible after the conclusion of each General Meeting the Secretary shall forward a copy of the minutes to all Executive Committee Members and the Centre. A copy of such minutes shall also be made available upon request to any Member of the Club.

## PART V – DISCIPLINE FOR MISCONDUCT & DISPUTES

### 22. Discipline

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22.1 **Jurisdiction of the Executive Committee:** Subject to Rule 22.3 (Jurisdiction of the Bowls NZ Judicial Committee) and in accordance with the Club Regulations, the Executive Committee has jurisdiction to hear and determine Disputes and Misconduct at Club Level. For the purposes of this Rule the Executive Committee includes any sub-committee of the Club, including a judicial committee established by the Executive Committee in accordance with Rule 17.3h (Powers of the Executive Committee).

22.2 **Composition of Club Judicial Committee:** If the Executive Committee establishes a judicial committee to assist it to hear and determine Disputes and Misconduct at Club Level in accordance with Rule 22.1 (Jurisdiction of the Executive Committee), such club judicial committee shall comprise not less than three persons appointed by the Executive Committee. Each member of the club judicial committee shall not be an employee of the Club or a person who has an interest in the matter before the club judicial committee. At least one of the members must have legal experience, and the others should, if possible, have one or more of the following competencies:

- a. a person with significant experience in disciplinary tribunals, preferably in relation to bowls; and/or
- b. a person with extensive knowledge of the Game of Bowls.

The Executive Committee shall appoint one of the members of the club judicial committee to act as the chairperson of the club judicial committee. The quorum for all meetings of the club judicial committee shall be three persons.

22.3 **Jurisdiction of the Bowls NZ Judicial Committee:** In accordance with the Bowls NZ Constitution and/or the Bowls NZ Regulations, the Bowls NZ Judicial Committee has jurisdiction to hear and determine:

- a. Disputes and Misconduct at National Events, unless already heard in accordance with any applicable event rules;
- b. Disputes and Misconduct at International Level, unless already heard in accordance with applicable event rules;
- c. other Disputes and Misconduct involving Bowls NZ Members:
  - i. that are not within the jurisdiction of a Club, Centre, the Bowls NZ Board and/or Regional Judicial Committee; or
  - ii. where the parties agree in writing; and
- d. any jurisdictional issues regarding Disputes and Misconduct.

22.4 **Procedure:** The relevant body in this Rule 22 (Discipline) shall take such action as it considers appropriate provided it acts in accordance with the principles of natural justice and any applicable regulations.



## 23. Appeal Process

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- 23.1 **Process:** The appeal process for appeals of decisions involving Misconduct or a Dispute shall be as follows:
- a. **Appeal to the Regional Judicial Committee:** Where there is a Dispute or Misconduct at Club Level which is determined by the Executive Committee (or committee on its behalf), any party affected by that decision may **only** appeal such decision to the Regional Judicial Committee in the Region in accordance with the Bowls NZ Regulations.
  - b. **Appeal to Sports Tribunal:** Where there is a Dispute or Misconduct which is determined by the Bowls NZ Judicial Committee under Rules 22.3a and 22.3b, any party affected by that decision may **only** appeal such decision to the Sports Tribunal in accordance with the Rules of the Sports Tribunal provided such an appeal is permitted by the rules of the particular event..
  - c. **No appeal right:** There shall be no right of appeal from a decision of the Bowls NZ Judicial Committee under Rules 22.3c and 22.3d.
- 23.2 **Procedure:** In determining any appeal, the Executive Committee shall adhere to the principles of natural justice and any applicable Regulations.
- 23.3 **Stay of Execution:** Pending the determination of an appeal before it, the Executive Committee may grant a stay of execution of the decision which is being appealed.

## 24. Laws of the Sport

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- 24.1 All bowls matches shall be played in accordance with the Laws of the Sport, the Regulations made under the Bowls NZ Constitution as approved, and the Club and its Members shall, as a condition of the continuance of membership to Bowls NZ, at all times and in all respects conform to and be bound by the Constitution of Bowls NZ.
- 24.2 All petanque matches shall be played in accordance with the rules of the game of Petanque as defined by the International Federation of Petanque and Provencal Game, and as instructed by the Tournament organising committee and umpire(s) of the day. All Petanque players are expected to abide by these rules.

## PART VI – FINANCIAL

### 25. Financial

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- 25.1 **Financial Year:** The financial year of the Club shall end on 30 April in each year.
- 25.2 **Club Funds:** The Executive Committee is responsible for the receipt and banking of all monies received by the Club and all sums paid out by the Club.

- 25.3 **Banking:** The Club's current bank account(s) shall be kept at a trading bank chosen by the Executive Committee. All cheques and online transactions undertaken involving the Club's bank account(s) must be signed or otherwise approved by the Treasurer and at least one other member of the Executive Committee.
- 25.4 **Accounting Records:** The Executive Committee shall ensure there are true and complete accounts 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 Executive Committee) shall be forwarded to each Voting Member with the notice of the AGM.
- 25.5 **Auditor:** An Auditor, who shall not be a member of the Executive Committee, may be appointed by the Executive Committee as and when required. The role of the auditor is to examine and report on the accounts of the Club. 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.

## 26. **Application of Income & No Pecuniary Profit**

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- 26.1 **Application of Income:** The income and property of the Club shall be applied solely towards the promotion of the Objects of the Club.
- 26.2 **No Pecuniary Profit:** No Member of the Club or any person associated with a Member shall participate in or materially influence any decision made by 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 paid shall be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value). The provisions and effect of this Rule shall not be removed from this Constitution and shall be included and implied into any document replacing this Constitution.

## PART VII – ADMINISTRATION

### 27. **Alterations to Constitution**

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- 27.1 **Process:** This Constitution may only be altered, added to, or repealed by a Special Resolution at a General Meeting in accordance with this Constitution.
- 27.2 **Timing:** Notice of an intention to alter this Constitution may be given by the Executive Committee or any Voting Member by submitting the proposed amendments to the Club:
- a. at least **14 Days** prior to an AGM to be considered at an AGM; or
  - b. as part of the request to hold a SGM (made in accordance with Rule 21.8 – Special General Meetings).

### 28. **Club Regulations**

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- 28.1 **Executive Committee to Determine:** The Executive Committee may determine regulations (to be known as "Club Regulations") covering any matters as the Executive Committee 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 may be circulated to Members as the Executive Committee considers appropriate.

28.2 **Application:** Club Regulations shall be binding on all Members.

28.3 **Alterations:** Club Regulations may be rescinded, amended, or added to from time to time but only by resolution of the Executive Committee.

## 29. **Dissolution & Liquidation**

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29.1 **Voluntary:** The Club may be voluntarily put into liquidation if:

- a. a Special Resolution is passed at a General Meeting appointing a liquidator; and
- b. such resolution is confirmed by Special Resolution at a subsequent General Meeting called for that purpose and held not earlier than **30 Days** after the date on which the resolution to be confirmed was passed.

29.2 **Other:** The Club may also be put into liquidation or dissolved in accordance with the Incorporated Societies Act 1908.

29.3 **Distribution:** If, upon the liquidation, or dissolution of the Club, there remains, after the satisfaction of all its debts and liabilities, **any property whatsoever**, that property shall not be paid to or distributed among the Members of the Club, but shall be given or transferred to some other body that:

- a. operates substantially or primarily for the purpose of promoting an amateur sport conducted for the recreation and benefit of the general public; and
- b. does not allow any part of its income or other funds to be used for the pecuniary profit of any individual.

## 30. **Notices**

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30.1 **From the Club:** Any notice required to be given by or on behalf of the Club under this Constitution shall be in writing and may be served either personally, by electronic mail, or by posting it in a letter addressed to the Member at the address of the Member as held by the Club. If given by post the notice 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.

30.2 **To the Club:** Any notice required to be given to the Club under this Constitution shall be in writing and may be given to the Secretary or sent to the Club's registered office by post or any electronic mail address specified by the Club.

## 31. **Awards**

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31.1 On the recommendation of the Executive Committee the Club may, if approved at an AGM, award service medals or other awards to any person(s) whose long and outstanding or meritorious service to the Club merits such recognition.

## 32. **Uniform & Colours**

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32.1 The official uniform and official colours of the Club shall be determined by the Executive

Committee.

### 33. **Common Seal**

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- 33.1 The Club shall have a common seal which shall be kept in the custody of the Secretary. The common seal shall be affixed to any document only by the authority of the Executive Committee and in the presence of any two Executive Committee Members.

### 34. **Indemnity & Insurance**

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- 34.1 **Indemnity:** Each Member and each Executive Committee Member 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.
- 34.2 **Insurance:** The Executive Committee may, at the expense of the Club, obtain any appropriate insurance cover in respect of the indemnity provision in Rule 34.1 (Indemnity).

### 35. **Matters Not Provided For**

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- 35.1 If any matter arises which in the opinion of the Executive Committee is not provided for in this Constitution, then it may be determined by the Executive Committee in such manner as the Executive Committee deems fit. Every such determination shall be binding upon Members unless and until set aside by Ordinary Resolution at a General Meeting.

### 36. **Transitional Provisions**

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- 36.1 **Members:** Subject to Rule 12 (Resignation & Termination of Membership), for the period from the date this Constitution comes into force until the commencement of the next Membership Year at the Club all persons who were regarded under the Former Constitution of this Club:
- a. as current Full-Playing Members, Student Members or Playing Life Members of the Club shall be deemed to be Playing Members under this Constitution;
  - b. as current Non-Playing Members, Non-Playing Life Members, Associate Members, Social Members, Petanque Members or Honorary Members of the Club shall be deemed to be Non-Playing Members under this Constitution; and
  - c. as current Casual Members shall be deemed to be Casual Members under this Constitution.
- 36.2 **Term of Office:** The term of office of any person appointed or elected under the Former Constitution of the Club, and any other matters, shall be modified as necessary, in order to give full force and effect to the provisions contained in this Constitution and any dispute regarding the same shall be determined by the Executive Committee as it sees fit.