



Gisborne Rowing Club Inc.

(Founded 1874)

Constitution

DEFINITIONS

1. DEFINITIONS

- 1.1. **AGM** means an Annual General Meeting of the Club called in accordance with this Constitution.
- 1.2. **Chairperson** means the person appointed by the Executive Committee to act as a Chairperson of the Executive Committee in accordance with Clause 21.8.
- 1.3. **Clubrooms** means the Rowing Sheds situated in ANZAC Park in the City of Gisborne used by the Club to conduct its activities.
- 1.4. **Constitution** means this constitution and all rules or other enhancements made pursuant to it, that are from time to time applicable.
- 1.5. **ECRA** means the East Coast Rowing Association or such successor organisation responsible for representing the interests of rowing clubs situated within the East Coast region of the North Island.
- 1.6. **Financial Member** means a Member who is not in arrears with his/her Membership Fees.
- 1.7. **GM** means a general meeting of the Club whether an AGM or SGM.
- 1.8. **Member** means a person or organisation elected as a Member and who has not ceased to be a Member in accordance with this Constitution.
- 1.9. **Membership Application Form** means such form approved by the Executive Committee from time to time upon which persons may apply for Membership in accordance with this Constitution.
- 1.10. **Membership Fee** means the annual fee and any other levies required to be paid by Members to be a Financial Member.
- 1.11. **NZRA** means the New Zealand Rowing Association Incorporated or such successor governing body responsible for organising and managing the sport of rowing in New Zealand.
- 1.12. **Rules** mean all the Rules made by the Executive Committee pursuant to this Constitution.
- 1.13. **SGM** means Special General Meeting of the Club called in accordance with this Constitution.
- 1.14. **Simple Majority Resolution** means a resolution which requires more than fifty per cent of those persons eligible, voting in favour of the resolution.
- 1.15. **Special Majority Resolution** means a resolution which requires more than seventy five percent of those persons eligible, voting in favour of the resolution.
- 1.16. **Unfinancial Member** means a Member who is in arrears with his/her Membership Fees.
- 1.17. **Voting Member** means those Members (or their legal guardian where the Member is under the age of 18) eligible to vote at a GM and who are not Unfinancial Members at the time they wish to exercise their vote.

ABOUT THE CLUB

2. NAME

- 2.1. This organisation shall be called the *Gisborne Rowing Club Incorporated* (“The Club”)

3. CLUB DETAILS

- 3.1. The club shall be registered in accordance with the Incorporated Societies Act 1908 or any successor Act.
- 3.2. The registered office of the Club shall be the Rowing Shed, situated in Anzac Park in the City of Gisborne, or such other place as the Committee may from time to time appoint. Due notice of every change of office shall be given to the Registrar of Incorporated Societies hereinafter referred to as the Registrar.
- 3.3. The competing uniform of the Club shall consist of a white singlet, t-shirt or row suit with a black brace from the left shoulder to the right hip and right shoulder to left hip on the front and back of the garment, and black rowing shorts, as registered with the NZRA or as approved from time to time by the Executive Committee.
- 3.4. The blazer of the club shall be black in colour with the approved monogram on the top left-hand pocket.

4. OBJECTS

- 4.1. Participate in and promote the sport of rowing for the enjoyment of its Members and the wider community.
- 4.2. Provide, maintain and manage the Clubrooms, plant and equipment.
- 4.3. Compete at the New Zealand National Rowing Championships, Maadi Cup and other rowing regattas, whether it be rowing for the Club or local school.
- 4.4. Create opportunities for all Members to reach their potential as rowers, coaches, officials or administrators.
- 4.5. Achieve and maintain affiliated membership of the ECRA and NZRA and act in accordance with their rules and regulations, insofar as those rules and regulations are not in conflict with the Clubs rules and regulations.
- 4.6. Promote social activities, functions and fundraising events among the Members of the Club for such purposes as are necessary or desirable.
- 4.7. Maintain and foster the ideals and aims of rowing.

5. AFFILIATION

- 5.1. The Club shall be affiliated to the ECRA and the NZRA, and its Members shall be subject to the rules of the NZRA and ECRA insofar as those rules are applicable.
- 5.2. Where there is a conflict between the rules of the NZRA or ECRA and the Club, the rules of the Club shall prevail.

6. POWERS AND FUNCTIONS

- 6.1. Act with the ECRA, NZRA or with other approved representative bodies in the best interests of rowing generally.
- 6.2. Appoint appropriate honorary officials, coaches or administrators.
- 6.3. Keep proper records of all decisions taken and matters of importance to and pertaining to the Club.
- 6.4. Make or alter Rules on all matters authorised by or in furtherance of the objects of the Constitution provided they are not inconsistent with the Constitution.
- 6.5. Set and collect such Membership Fees from the Members, where applicable.
- 6.6. Purchase, lease, hire or otherwise buy land, buildings or other real or personal property which the Club may from time to time deem necessary or expedient, or build, erect, alter or improve or contribute towards the cost of building, erecting or improving any such building or other property provided doing so is consistent with the objects of the Club.
- 6.7. Sell, let or otherwise dispose of the whole or part of the real or personal property of the Club not for the time being required for the purposes of the Club.
- 6.8. Apply the income and property of the Club from wherever it may be derived to the promotion of the objects of the Club and to invest or loan any monies of the Club not immediately required for any of its objects in any matter.
- 6.9. Borrow money, whether by way of bank overdraft or otherwise and to give security for any borrowings and/or procure guarantees.
- 6.10. Employ such professional services as may in the opinion of the Club be expedient to or necessary for carrying out execution of any of the objects of the Club.
- 6.11. Be an Incorporated Society.
- 6.12. Exploit its name, logo or brand.
- 6.13. Do all things that are conducive to the attainment of all or any of the objects of the Club.

MEMBERSHIP OF THE CLUB

7. MEMBERSHIP OF THE CLUB

- 7.1. The membership of the Club shall consist of:
 - (a) Life members
 - (b) Associate members
 - (c) Honorary members
 - (d) Competitive members
 - (e) Coach members

8. CONSEQUENCES OF MEMBERSHIP

- 8.1. Membership of the Club shall bind all Members to abide by the provisions of this Constitution, the rules of the Club and NZRA, and any decisions of the Club. Any member breaching them shall be dealt with in accordance with this Constitution providing that expulsion shall require a special majority of an Executive Committee meeting.
- 8.2. Unless otherwise stated, all persons on first applying for membership must complete a Membership Application Form and upon completion of that form shall abide by the provisions of this Constitution until such time as they cease to become a Member or their application for Membership is rejected.

9. RESPONSIBILITIES OF MEMBERS

- 9.1. All Members shall:
- (a) Foster a harmonious, co-operative and collegiate atmosphere within the Club.
 - (b) Preserve the good reputation of the Club amongst the rowing and wider community.
 - (c) Be courteous to other Members.
 - (d) Take all due care to ensure that the Club's equipment and property are not damaged and reimburse the Club for any loss it suffers as a result of the Member's negligence or wilful action.
 - (e) Contribute to the efficient running of the Club.

10. LIFE MEMBERS

- 10.1. **Eligibility:** any Member or former Member who has given outstanding services to the Club.
- 10.2. **Nomination:** Any Financial Member (or their legal guardian where the Member is under 18 years of age) may nominate an eligible person by submitting a nomination in writing to the Club Secretary. Such nominations must then be approved for recommendation to a GM by the Executive Committee.
- 10.3. **Election:** A person recommended for Life Membership by the Executive Committee shall be elected as a Life Member upon a unanimous vote of a GM.
- 10.4. **Voting Rights:** A Life Member is entitled to one vote at a GM irrespective of any other office or membership held at the time.
- 10.5. **Benefits of Membership:** A Life Member shall:
- (a) Be exempt from paying a Membership Fee.
 - (b) Be entitled to use the Club's boats, plant and training equipment.
 - (c) Be eligible for election as an Officer of the Club.
- 10.6. **Term of Membership:** Life Members shall remain Members for the duration of their life unless such term is terminated by a unanimous vote of a GM.

11. ASSOCIATE MEMBERS

- 11.1. **Eligibility:** any person wishing to be recognised as a supporter of the Club.
- 11.2. **Nomination:** Any Financial Member (or their legal guardian where the Member is under 18 years of age) may nominate a person for Associate Membership provided that such nomination is seconded in writing by two other Financial Members.
- 11.3. **Election:** A person nominated for Associate Membership shall be elected for Associate Membership by a simple majority of the Executive Committee upon payment of a donation to the Club.
- 11.4. **Voting Rights:** An Associate Member shall not be entitled to vote at a GM unless elected as an officer per clause 11.5 (c).
- 11.5. **Benefits of Membership:** An Associate Member shall:
- (a) Be exempt from paying a Membership Fee.
 - (b) Not be entitled to use Club equipment.
 - (c) Be eligible for election as an Officer of the Club (in which case they will be entitled to participate fully in administrative functions of the Club including exercising any vote associated with their position as Officer).
- 11.6. **Term of Membership:** A person elected as an Associate Member shall remain an Associate Member without the necessity for re-election until such time as they cease making contributions to the Club.

12. HONORARY MEMBERS

- 12.1. **Eligibility:** any person wishing to provide their services to the Club, for example Financial Statement Reviewer.
- 12.2. **Nomination:** Any Financial Member (or their legal guardian where the Member is under 18 years of age) may nominate a person for Honorary Membership at a GM.
- 12.3. **Election:** A person nominated for Honorary Membership shall be elected for Honorary Membership by a simple majority at the GM.
- 12.4. **Voting Rights:** An Honorary Member shall not be entitled to vote at a GM.
- 12.5. **Benefits of Membership:** An Honorary Member shall:
- (a) Be exempt from paying a Membership Fee.
 - (b) Not be entitled to use Club equipment.
- 12.6. **Term of Membership:** A person elected as an Honorary Member shall remain an Honorary Member without the necessity for re-election until such time as they cease providing services to the Club.

13. COMPETITIVE MEMBERS

- 13.1. There shall be the following types of Competitive Member:
- (a) Senior Member;
 - (b) Junior Member
 - (c) Masters/Recreational Member; and

- (d) Coxswains.
- 13.2. **Eligibility:** any person who is not in financial arrears with any other rowing club affiliated to the NZRA and who is in good standing with such club may apply to become a Competitive Member subject to the following restrictions:
- (a) **Senior Member:** any person who is not a junior as defined by the rules of the NZRA;
 - (b) **Junior Member:** any person who is a junior as defined by the rules of the NZRA. In general, this is a rower under the age of 18 years as at 1 January in the season to which membership pertains;
 - (c) **Masters/Recreational Member:** any person who is a masters as defined by the rules of the NZRA wishing to compete in Masters or Recreational events only;
 - (d) **Coxswain:** any person wishing to train and compete for the Club as a coxswain.
- 13.3. **Application for Membership:** any eligible person wishing to apply for Competitive Membership must complete an annual Membership Application Form and pay a deposit (determined by the Executive Committee) toward his/her Membership Fee. The Executive Committee may, if it sees fit, set the deposit to zero.
- 13.4. **Election:** any eligible person who has completed a Membership Application Form and paid a contribution, if any, towards their Membership Fee may be elected as a Competitive Member by a special majority resolution of the Executive Committee.
- 13.5. **Membership Fees:** all Competitive Members shall pay a Membership Fee determined by a GM.
- 13.6. **Voting Rights:** all Competitive Members shall be entitled to one vote a GMs. Where the Competitive Member is under 18 years of age the vote shall be exercised by the Competitive Members' legal guardian.
- 13.7. **Access to rowing and training equipment:** Competitive Members shall have access to rowing and training equipment as directed by the Club Captain, in consultation and agreement with the Coaches.
- 14. COACH MEMBERS**
- 14.1. **Eligibility:** any person wishing to provide coaching services to the Club.
- 14.2. **Election:** A Coach Member shall be elected by a special majority vote of the Executive Committee upon the recommendation of the Club Captain.
- 14.3. **Coaches of Affiliated Schools or Groups:** all coaches of Affiliated Schools or Groups must apply for Coaching Membership.
- 14.4. **Voting Rights:** A Coach Member shall be entitled to one vote at a GM providing that the Coach Member has provided coaching services to Competitive Members during the 12 months prior to the GM.
- 14.5. **Term of Membership:** the membership of a Coach Member shall continue until his or her appointment is terminated by the Executive Committee or the Coach Member resigns.

Termination of such appointment shall be in accordance with any written agreement between the Coach Member and the Club, or in the absence of such written agreement immediately by notice from the Club Captain or Executive Committee to the Coach Member.

- 14.6. **Access to rowing and training equipment:** Coach Members shall have access to rowing and training equipment as directed by the Club Captain, in consultation and agreement with the Head Coaches.

15. MEMBERSHIP FEES

- 15.1. Annual Membership Fees for Competitive Members shall be determined by a GM.
- 15.2. Membership fees shall be payable each year after 1 October at a time determined by the Executive Committee with the subscription year running from 1 October to 30 September the following year.
- 15.3. Notwithstanding clause 15.1, the Executive Committee may:
- (a) determine that Membership Fees be paid in instalments providing that the last instalment shall be paid on or before 31 January of the current season;
 - (b) discount membership fees for persons applying for membership after 31 December each year.
 - (c) discount membership fees for persons applying for membership for the summer training period (e.g. returning school or university students)
- 15.4. Any Member falling into financial arrears with the Club (whether by way of Membership Fees or otherwise) shall be deemed an Unfinancial Member. Unfinancial Members shall not be entitled to vote at a GM and further may have some or all of their membership privileges suspended by the Executive Committee until acceptable arrangements have been made to meet the arrears.
- 15.5. In addition to clause 15.4, any Unfinancial Member to whom indulgence has been given to make up any arrears but who continues in arrears or fails or neglects to carry out any authorised direction of the Club with regard to such arrears, may have his/her membership privileges suspended by the Executive Committee until the said arrears have been paid or the directions carried out.
- 15.6. Any Unfinancial Member who continues to be in arrears or who breaches a direction of the Club in relation to those arrears may be expelled from the Club by a Special Majority Resolution of a GM but any obligation to pay such arrears remains.

16. RESIGNATION OF MEMBERSHIP

- 16.1. Any Member desirous of withdrawing from membership of the Club shall give written notice to the Club Secretary for consideration by the Executive Committee. Providing the Member is not in financial arrears to the Club, such resignation shall be accepted subject to the return of any property belonging to the Club.
- 16.2. A Member's resignation may be accepted at the discretion of the Executive Committee without receipt of any unpaid arrears.

16.3. In the case of a resigning Member transferring to another rowing club, the Executive Committee must, if required and applicable, provide written evidence that the Member has discharged all his/her obligations to the Club.

16.4. Any Member giving notice of resignation prior to 30 November in any year or within one month of their membership commencing may apply to the Executive Committee for a refund of the whole or part of any Membership Fees paid in respect of that season.

17. MISCONDUCT

17.1. The Club shall have a Code of Conduct enacted by the Executive Committee by way of Rule ("the Code of Conduct") to which every Member shall comply. A copy of the Code of Conduct shall be made available to all Members and a copy kept on display in the Clubrooms.

17.2. Any alleged breach of the Code of Conduct shall be dealt with adopting the procedure as set out in the Code of Conduct.

17.3. The Club shall also have the power to enforce any sanction imposed by NZRA on any Member for any breach of the NZRA Constitution or Rules.

17.4. Any person suspended or expelled from the Club under the Code of Conduct may apply to the Executive Committee to be reinstated. Reinstatement will be granted upon special majority of the Executive Committee.

18. MEMBERS NOT TO DERIVE PECUNIARY PROFIT

18.1. No Member or person associated with a Member shall derive an income, benefit or advantage from the Club where they can materially influence the payment of the income, benefit or advantage save where that income, benefit or advantage:

- (a) is derived from professional services to the Club rendered in the course of business including the payment of salaries and wages charged at no greater rate than current market rates;
- (b) is derived from interest on money lent at no greater rates than current market rates;
- (c) is income to which the Member would be equally entitled irrespective of his membership of the Club.

18.2. In cases where clause 18.1 may apply, the Member or associated person shall, if applicable, declare their interest and in any event shall not participate in any way in any decision or resolution concerning the matter.

CONTROL OF THE CLUB

19. CONTROL OF THE CLUB

- 19.1. Control of the Club is vested in a GM being either an AGM or an SGM, with the right to delegate any powers to the Executive Committee but subject to this Constitution.

20. VOTING AT ALL GENERAL MEETINGS

- 20.1. Subject to clause 21.11, each Voting Member shall receive one vote and must be present at the GM to exercise that vote.
- 20.2. Where a Voting Member is under the age of 18, that Voting Members' vote shall be exercised by their legal guardian.
- 20.3. A declaration by the Chairperson of any GM on the result of any voting shall be accepted as final.

21. GENERAL MEETINGS OF THE CLUB

- 21.1. The GM shall have the following powers:
- (a) All decisions of a GM shall be binding on the Executive Committee insofar as such decisions do not breach this Constitution.
 - (b) The GM has the power to add to, alter or rescind the Constitution as provided in clause 34.
 - (c) The GM has the power to fix By-Laws and to add to, alter or rescind such By-Laws.
 - (d) Except as specified elsewhere in this Constitution, all decisions of the GM shall be made by simple majority decision.
 - (e) The GM will delegate governance, stewardship, regulation and policy formation and implementation to the Executive Committee.
 - (f) The GM has the power by special majority resolution to rescind or vary a decision of the Executive Committee or a Rule made by the Executive Committee pursuant to the powers given by this Constitution providing that ten Voting Members give due written notice to reconsider the decision. Once notice is received no further action shall be taken by the Executive Committee pursuant to its decision pending the decision of the General Meeting. Action consequential to an Executive Committee decision so rescinded or varied is ratified up to that date.
 - (g) The GM has power by a special majority to remove the Executive Committee as one body provided ten Voting Members give due written notice to exercise that power. Once notice is received no further action shall be taken by the Executive Committee pursuant to its decision pending the decision of the General Meeting. Action consequential to an Executive Committee decision so rescinded or varied is ratified up to that date.
 - (h) The mode of voting at all meetings of the Club shall be open, but a ballot may be demanded by seven voting members. A simple majority vote must be reached to pass or decline a motion. Voting by proxy shall not be allowed in any case.

- 21.2. The composition of the GM shall be as follows:
- (a) Voting Members;
 - (b) Officers;
 - (c) Executive Committee Members.
- 21.3. Any invitee of the Executive Committee may attend a GM in the capacity of an observer but shall have no voice (unless invited to speak by the Chairperson or by a simple majority resolution) or voting right. The GM may by a simple majority resolution require any observer to leave the GM for the whole or any part of the meeting provided such requirement is considered in the best interests of the Club.
- 21.4. **Meetings:**
- (a) The AGM shall be held no later than the 30th day of September each year.
 - (b) An SGM may be convened by the Executive Committee or at the request of ten Voting Members. Applications must be in writing to the Club Secretary and set out the business to be transacted.
- 21.5. **Notice of Meetings:**
- (a) Notice convening a GM of the Club shall be issued by the Club Secretary, or an Executive Committee Member appointed by the Executive Committee, giving 7 clear days notice in writing to each Voting Member at their last known address, or email address, and shall include the agenda, and any other relevant details that require prior consideration by the Voting Member.
 - (b) Failure to give the required notice or circulate relevant details or the non-receipt of the required notice or details shall not invalidate the meeting unless to do so was in order to deliberately exclude a Voting Member from the GM.
- 21.6. **Notices of Motion:** A notice of motion may be submitted to a GM by the Executive Committee or any Voting Member. Such notice intended to be moved at any GM shall be given in writing, or via email, by the mover to the Club Secretary at least 14 days prior to the date of such meeting and shall be included in the notice calling that meeting.
- 21.7. **Quorum:**
- (a) The quorum for a GM shall be 7 Voting Members.
 - (b) If, after thirty minutes from the appointed starting time, a quorum is not present, the meeting shall adjourn and shall reconvene after 7 days and before 14 days have expired, with the quorum at the reconvened meeting to be those Voting Members present. Notice of such meetings shall be posted in the Clubrooms.
- 21.8. **Chairperson:** The President shall be the Chairperson or where the President is not present the Voting Members shall appoint a Chairperson for the GM. The Chairperson shall have a deliberative and casting vote.
- 21.9. **Business:** The business of the AGM shall be to:
- (a) Confirm the minutes of the previous AGM;
 - (b) Receive and approve the club accounts and Annual Report;
 - (c) Approve the Membership Fees for the current financial year;

- (d) Elect the Executive Committee Members;
- (e) Elect those positions for which an election is required on any Committees;
- (f) Consider notices of motions duly submitted;
- (g) Consider any other proper business;
- (h) The business of an SGM shall be only such business of which due notice has been given in accordance with sub clause 21.5(a).

21.10. Elections:

- (a) Nominations for the Executive Committee must be made from the floor of the AGM either in person or in writing, provided such nominations meet the criteria of the positions and the persons so nominated declare any potential conflicts of interest.
- (b) Nominations in writing must be received by the Club Secretary at least 2 days before the commencement date of the AGM, together with the written consent of the nominee and a declaration of any conflicts of interests that may arise by virtue of being on the Executive Committee.
- (c) Nominations may be initiated by any Voting Member. Advice of all nominations must be included in the notice calling the meeting.
- (d) If no appointment can be made, a casual vacancy exists.
- (e) Casual vacancies can be filled by a special majority of the Executive Committee.

21.11. Postal Ballot: For decisions which require a decision of a GM and which, in the opinion of the Executive Committee, it is not practicable or desirable to convene a SGM, the Executive Committee shall have the power to authorise the conducting of postal ballots with voting for such ballots to be the same as for a GM and a certificate signed by the Executive Committee Chairperson recording the votes based on such postal ballot shall be final. Notice of a postal ballot shall be given to each Voting Member 14 days in advance of the closing date for the ballot together with relevant information outlining the reasons for the decision required.

21.12. Minutes:

- (a) Minutes of the GM will be posted in the Clubrooms within 90 days of the last day of the GM.
- (b) Minutes signed by the Chairperson of the meeting shall be receivable as prime facie evidence of the matters contained in such Minutes.

MANAGEMENT OF THE CLUB

22. NON-EXECUTIVE OFFICERS

- 22.1. The Club may elect the following Non-Executive Officer:
- (a) Patron
- 22.2. **Eligibility:** any individual who can be expected to provide support to the Club in all its activities and relationships with the community.
- 22.3. **Election:** Non-Executive Officers shall be elected by simple majority of the GM.
- 22.4. **Term of Office:** until the end of the next AGM following their election.

23. EXECUTIVE OFFICERS

- 23.1. The Executive Committee shall elect the following Executive Officers who are responsible to the Executive Committee:
- (a) President
 - (b) Vice-Presidents (not exceeding two)
 - (c) Club Captain
 - (d) Deputy Club Captain
 - (e) Club Secretary
 - (f) Club Treasurer
- 23.2. **Eligibility:** any individual elected to the Executive Committee under this Constitution.
- 23.3. **Election:** Executive Officers shall be elected at the first Executive Committee meeting following the AGM by simple majority of the Executive Committee.
- 23.4. **Term of Office:** until the next AGM following their election or unless their tenure is terminated by a special majority of the Executive Committee or an SGM or unless they resign.
- 23.5. Where an Executive Officer role remains vacant, the Executive Committee may appoint an individual from the Executive Committee at any time by a simple majority.
- 23.6. Where there are not enough persons willing to put themselves forward as Executive Officers of the Club, the Club may be run by a Special Management Committee of at least three persons.

24. PRESIDENT

- 24.1. The President will be the public figurehead of the Club.
- 24.2. **Responsibilities:** The President shall
- (a) Have full control of the club's general activities, always provided that such control is not in opposition to the Executive Committee.
 - (b) Act on behalf of the Club at community meetings, unless delegated to another member of the Executive Committee.

25. CLUB CAPTAIN

- 25.1. In the absence of the Club Captain, his/her powers are delegated to the Deputy Club and in their absence to the Executive Committee or any elected Executive Committee Member or a Head Coach. To whom the powers are delegated is for the Club Captain to decide or in their absence the President to decide.
- 25.2. The Club Captain shall answer to the Executive Committee in all instances.
- 25.3. The Club Captain may, at any time, delegate some of the Club Captain's responsibilities to any elected Executive Committee Member or Coach Member.
- 25.4. **Responsibilities:** The Club Captain shall
- (a) Be responsible, in consultation and agreement with the Head Coach or Head Coaches, for allocating boats, training equipment, other plant or storage space.
 - (b) Ensure that the boats and training equipment are in good repair, especially during the regatta season.
 - (c) Together with the Head Coaches determine the regattas at which the Club and associated schools will be represented.
 - (d) Be the spokesperson for the Club at regattas.
 - (e) Provide the Executive Committee with priorities and proposals in regard to new purchases.

26. CLUB SECRETARY

- 26.1. Responsibilities may be shared among other members of the Executive Committee at the discretion of the Club Secretary.
- 26.2. **Responsibilities:**
- (a) Convening GMs in accordance with clause 21.5.
 - (b) Convening Executive Committee Meetings, preparing agendas, taking and circulating minutes, conducting correspondence on behalf of the Club and maintaining records.
 - (c) Keep a register of the members in terms of Section 22 of the Incorporated Societies Act 1908 or any successor Act.
 - (d) Ensuring the Club complies with all statutory and governing body requirements.

27. CLUB TREASURER

- 27.1. Responsibilities may be shared among other members of the Executive Committee at the discretion of the Club Treasurer.
- 27.2. **Responsibilities:**
- (a) Preparation of annual forecasts.
 - (b) Operating of the Club's bank accounts.
 - (c) Banking of subscriptions and other receivables.
 - (d) Upon Executive Committee approval, payment of accounts as and when they become due.

- (e) Completing and filing of periodic GST returns (where applicable).
- (f) Providing interim financial reports to the Executive Committee.
- (g) Preparation of annual financial accounts for Review and liaison with the Reviewer as required.
- (h) Presentation of final annual financial account to the AGM.

28. HEAD COACH

28.1. A Head Coach, or Head Coaches, shall be appointed by the Executive Committee on the recommendation of the Club Captain.

28.2. **Responsibilities:**

- (a) Oversee the coaching program for the coaches under their control.
- (b) Liaise and agree with the Club Captain in the matter of allocation of boats and training equipment.
- (c) Together with the Club Captain determine the regattas at which the Club and associated schools will be represented.
- (d) Offer support and guidance to the coaches under their control.

29. EXECUTIVE COMMITTEE

29.1. Any member of the Executive Committee, who shall be absent from three consecutive Committee meetings shall, at the discretion of the Executive Committee, cease to hold office, and the vacancy filled by the Executive Committee.

29.2. **Responsibilities:** Without limitation as to any general powers given to the Executive Committee, the Executive Committee shall:

- (a) Govern, manage and control the affairs of the club.
- (b) Govern the finances of the Club.
- (c) Make all purchase of boats or plant of any kind required and order such repairs as shall be deemed necessary, provided that no one expenditure exceeding \$500, or other amount as determined by time to time by a simple majority of the Executive Committee, shall be incurred without the sanction of an Executive Committee Meeting.
- (d) Have the power to appoint all Executive Officers, or members of the Executive Committee to any vacancies which may occur; such appointment to hold good only until an Annual General Meeting when all such vacancies shall be filled
- (e) If required, appoint up to two additional Members (or their legal guardian where the Member is under 18 years of age) as Executive Committee Members to provide specific competencies determined necessary by the Executive Committee from time to time, such appointments to be for such period expiring no later than the next AGM and on such terms as the Executive Committee may determine.
- (f) Raise funds necessary for the purposes of the Club by such means as the Executive Committee may from time to time determine.

- (g) If required, appoint committees and subcommittees and delegate its authority to such committees or subcommittees in order to carry out the object of the Club efficiently and advantageously.
- (h) Deal with any misconduct issues under the Code of Conduct where the misconduct issue has been referred to the Executive Committee.
- (i) Fill casual vacancies until the next AGM.
- (j) Generally carry out the aims, objects and Rules of the Club.
- (k) Make, amend or repeal any Rules, By-Laws or policies not inconsistent with this Constitution for the internal management of the Club.
- (l) Have the power to deal with any and all matters not specifically provided for in this Constitution.
- (m) Elect an ECRA representative, or representatives, from the Executive Committee, by ballot if necessary, at the first Executive Committee meeting after the AGM in each year.
- (n) Appoint and engage such professional or other advisers as the Executive Committee considers appropriate and fix or negotiate remuneration for such advisers.

29.3. **Composition:** The Executive Committee shall consist of:

- (a) President;
- (b) Club Captain;
- (c) Deputy Club Captain;
- (d) Club Secretary;
- (e) Club Treasurer;
- (f) 5 further elected Financial Members (or their legal guardian where the Member is under 18 years of age), the roles and responsibilities of whom are to be determined at the first meeting of the Executive Committee;
- (g) Head Coaches.

29.4. **Executive Committee Members:**

- (a) The Executive Committee is elected by the AGM as provided in clause 21.10;
- (b) Those Executive Committee Members elected at an AGM shall hold office until the next AGM unless they cease to be an Executive Committee Member as per any other clause in this Constitution.

29.5. **Meetings:**

- (a) The Executive Committee shall meet as a minimum once every month or such further times each year as the Executive Committee considers necessary for the efficient governance and leadership of the Club.
- (b) Provided there is not enough of an agenda to warrant a meeting, a meeting may be deferred until the next month. In such a case notice shall be given to Executive Committee Members not less than three days prior.

- (c) At the first meeting of a newly elected Executive Committee, the elected Executive Committee Members shall appoint the Executive Officers as per clause 23.3.
- (d) At the first meeting of a newly elected Executive Committee, the elected Executive Committee Members shall, by simple majority, appoint an Executive Committee Member to act as Executive Committee Chairperson until the end of the next AGM or until the elected Executive Committee Members replaces him/her by simple majority, whichever occurs earlier.
- (e) If the appointed Chairman (or failing the Chairman any duly appointed deputy Chairman) is absent for an Executive Committee meeting, then those Executive Committee Members present may appoint any one of them to act as Chairman for that meeting.
- (f) **Quorum:** The quorum for Executive Committee meetings shall be five.
- (g) Where the Club is run by a Special Management Committee, as per clause 23.6, any such meeting of the Special Management Committee shall be required to have a quorum of three.

29.6. **Minutes:**

- (a) Minutes of the Executive Committee Meetings will be distributed to each Executive Committee Member.
- (b) The Executive Committee shall keep a Minute Book and shall cause Minutes to be kept of all meetings, resolutions and decisions made by it.
- (c) Minutes purporting to be signed by the Chairperson of the Executive Committee shall be receivable as prime facie evidence of the matters contained in such Minutes.

29.7. **Vacation of Office:** the office of an Executive Committee Member shall be vacated is an Executive Committee Member:

- (a) Dies; or
- (b) Resigns in writing; or
- (c) Becomes bankrupt; or
- (d) Becomes of unsound mind or becomes a person subject of an order under the Protection of Personal and Property Rights Act 1988; or
- (e) Fails to attend three consecutive meetings of the Executive Committee without sending an apology; or
- (f) Does any act which is contrary to or hinders the Object of the Club; or
- (g) Is, in the opinion of a GM or Executive Committee Meeting, as appropriate, unable to fulfil the duties of an Executive Committee Member; or
- (h) Is sentenced to imprisonment for a criminal offence.

- 29.8. **Invalidity:** An act or decision of the Executive Committee shall not be invalid by reason only of:
- (a) A fault, default or irregularity in or in connection with the appointment of an Executive Committee Member; or
 - (b) A vacancy in the number of Executive Committee Members including a vacancy arising because of the failure to appoint an Executive Committee Member.
- 29.9. **Vacancy:** in the event of a vacancy occurring on the Executive Committee, whether by death, resignation or otherwise, the vacancy may be filled by the Executive Committee in accordance with clause 29.2(i).
30. **ECRA REPRESENTATIVES**
- 30.1. **ECRA** means the East Coast Rowing Association or such successor organisation responsible for representing the interests of rowing clubs situated within the East Coast region of the North Island.
- 30.2. **Election:** Club representatives shall be elected from the Executive Committee, by ballot if necessary, at the first Executive Committee meeting after the AGM in each year.
- 30.3. **Term of Office:** until the next AGM following their election, or until they cease to be a member of the Executive Committee, whichever comes first.
- 30.4. **Responsibility:** Attend ECRA committee meetings and convey the opinions of the Club to ECRA meetings and shall at all times act in the best interest of the Club.
- 30.5. If any expenses are incurred by representatives while representing the Club at the ECRA they shall be reimbursed in full, if not funded by ECRA.
- 30.6. The Executive Committee shall have the power to appoint ECRA Representatives should there be any vacancies between Annual General Meetings; such appointments to hold office only until the next Annual General Meeting, or until they cease to be a member of the Executive Committee, whichever comes first.
31. **FINANCE**
- 31.1. **Financial Year:** The financial year of the Club shall end on 30 June in each year or as otherwise determined by the Executive Committee.
- 31.2. **Accounts:**
- (a) The Club shall operate such bank accounts, as the Executive Committee shall deem necessary.
 - (b) Any cheques, drafts or other negotiable instruments shall be signed and counter-signed on behalf of the Club by signatories authorised by the Executive Committee.
 - (c) Any endorsement of any cheques, drafts or other negotiable instruments that may be required shall be endorsed on behalf of the Club by signatories authorised by the Executive Committee.
- 31.3. **Transactions:** the Club, by decision of the Executive Committee, may
- (a) Purchase, lease or exchange, hire or otherwise acquire any real or personal property or any rights and privileges in connection therewith and hold, improve,

- manage, develop, let or lease, sell, exchange or otherwise dispose of any such property, rights and privileges.
- (b) Construct, build, alter, improve, enlarge, pull down, remove, or replace any buildings or other improvements which may be in, upon and about any of the real or leasehold property of the Club.
 - (c) Borrow, having first obtained the approval of the General Meeting by special majority resolution, or raise money in such manner as the Club may think fit and secure its repayment by this issues of debentures or mortgage or by charge upon the whole or any part of the property or assets of the Club whether present or future, and purchase or redeem or pay off any such securities.
- 31.4. The Executive Committee shall invest and deal with the monies of the Club not immediately required in such manner as may from time to time be determined and in particular to invest the same on mortgage or on purchase of real, leasehold or personal property , or securities or by depositing such monies with any bank at interest rates.
- 31.5. The Executive Committee shall do all or any of the acts previously mentioned or exercise all or any of the powers conferred upon the Club jointly with any person, partnership, corporation, company or society and to become jointly and severally liable with any such person, partnership, corporation, company or society (whether incorporated or otherwise) or any contract or obligation in connection therewith.
- 31.6. **Financial Statement Review:** The Executive Committee shall appoint an accountant (“the Reviewer”) to review the books of accounts for the Club. The Reviewer shall conduct an examination with the objective of providing a report that nothing has come to the Reviewer’s attention to cause the Reviewer to believe that the financial information is not presented in accordance with the Club’s accounting policies. The Reviewer must be a suitably qualified person and must not be a signatory on the Club’s bank account, or an employee of the Club. If the Club appoints a Reviewer who is unable to act for some reason, the Committee shall appoint another Reviewer as a replacement.
- 31.7. **Insurance:** The Executive Committee shall be empowered to take out any necessary insurance on behalf of the Club.
- 31.8. **Expenses of Officials:** Every Executive Committee Member and approved official of the Club may be indemnified out of the funds of the Club to an extent determined by the Executive Committee in respect of all costs, charges and expenses which the Executive Committee Member or approved official shall be put to in the normal bona fide execution of his respective office.
- 32. COMMON SEAL**
- 32.1. The Club shall have a Common Seal bearing the words “The Common Seal of the Gisborne Rowing Club Inc”, and it shall be kept in the custody of the Club Secretary.
- 32.2. Any document required to be executed under Common Seal and on behalf of the Club shall be executed by the President and Club Secretary. If either the office of President or Club Secretary is vacant then the Chairperson or authorised Executive Committee Member shall act on behalf of the Club.

PROCEDURAL MATTERS

33. IRREGULARITY OF PROCEDURE

33.1. In case any irregularity shall occur in the convening or holding of any GM or in any election or other proceeding of such a meeting which is not noted or objected to at the time, all proceeding of such meetings shall be of the same force and validity as if no such irregularity had occurred, but if any irregularity shall be noted and objected to, the meeting shall decide as to its validity and such decision shall be final and conclusive.

34. AMENDMENT OR ALTERATION TO CONSTITUTION

34.1. This Constitution or any section of it may be added to altered or rescinded at a GM of the Club provided due notice of motion is forwarded to the Club Secretary as required by this Constitution and that the motion is approved by a special majority resolution provided that no alterations to the pecuniary profit clause shall be approved without the Inland Revenue Department's approval.

34.2. No addition to or alteration if it affects the objects, payments to members clause or the winding up clause. The provisions and effect of this clause shall not be removed from the document and shall be included and implied into any document replacing this document.

35. WINDING UP

35.1. A majority of the members present and voting at a SGM convened for the purpose of which not less than ten (10) days' notice has been given to all members in accordance with clause 34.1 hereof, may, provided that all debts and liabilities of the Club have been discharged or provided the cash funds of the Club in hand exceed the debts and liabilities of the Club, resolve that the Club be dissolved as from the date to be named in such resolution and the surplus fund and property of the Club shall be handed over to such civic, patriotic, sporting, philanthropic or such other organization as the members present shall decide. Any resolution as aforesaid shall be confirmed at a subsequent AGM of the Club called for that purpose and held not earlier than thirty days after the date on which the resolution to be confirmed is passed. On the dissolution or winding up of the Club, all its assets shall be realised in a manner to be decided at the SGM herein before mentioned and there shall be paid from the proceeds thereof all the debts and liabilities owing by the Club.

This constitution was approved and adopted on 27 September 2021 at an Annual General Meeting held in the Clubrooms at ANZAC Park, Gisborne.

_____ Peter Simmons

_____ Joanne Proffit

_____ Murray Kendrew