



# **CONSTITUTION OF THE GISBORNE ROWING CLUB INCORPORATED**

Incorporated Society No. **214323**

Adopted at the Annual General Meeting on **4 September 2025**

**Commencement Date:**

**TABLE OF CONTENTS****Page No.**

1.	Club Details	3
2.	Purpose, Capacity and Powers	4
3.	Membership	4
4.	Officers	10
5.	Committee Role and Powers	12
6.	Committee Meetings and Procedures	14
7.	Interest and Conflicts of Interest	15
8.	Patron/Honorary Vice-President	16
9.	Club Manager [or other title]	16
10.	Meetings of Members	17
11.	Financial Matters	21
12.	Amendments to the Constitution	22
13.	Regulations	23
14.	Liquidation or Removal	23
15.	Complaints and Disputes	25
16.	Disputes Resolution	26
17.	Suspension, Sanctions and Termination of Membership	29
18.	Suspension and Removal of Committee Members	31
19.	Colours	32
20.	Matters Not Provided For	32
21.	Transition	33
22.	Definitions and Interpretation	33

# GISBORNE ROWING CLUB INCORPORATED

## CONSTITUTION

### 1. Club Details

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**1.1 Name:** The name of the society is Gisborne Rowing Club Incorporated (in this **Constitution** referred to as the GRC or Club).

**1.2 Status:** The GRC is:

- a. a member of Rowing New Zealand (RNZ), a member of (ECRA) East Coast Rowing Association
- b. is an incorporated society registered under the Incorporated Societies Act 2022 (Act)
- c. The GRC is not and does not intend to be registered as a charitable entity under the Charities Act 2005.

**1.3 Contact Person:** At its first meeting following each Annual General Meeting (**AGM**), the Committee shall appoint or reappoint not less than one (1), and a maximum of three (3), individuals to be the Club's contact person(s), under the Incorporated Societies Act 2022 (the Act). The contact person must be:

- a. At least be 18 years of age, and
- b. Ordinarily resident in New Zealand.
- c. Each contact person's name must be provided to the Registrar of Incorporated Societies, along with their contact details, including a physical address or an electronic address, and a telephone number.

Any change in that contact person or that person's name or contact details shall be advised to the Registrar of Incorporated Societies within 20 Working Days of that change occurring, or the GRC becoming aware of the change.

## **2. Purpose, Capacity and Powers**

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- 2.1 The purposes of the GRC are to administer, promote, develop, protect and, together with its members, deliver the sport of Rowing mainly as an amateur sport for the recreation and entertainment of the public in Gisborne / Tairāwhiti (Area) including by:
- a. encouraging and promoting participation in Rowing at all levels in the Area.
  - b. establishing, managing, controlling and supervising Rowing competitions, regattas and other events at the Club.
  - c. delivering education programmes and courses (including RNZ programmes and courses) to administrators, participants, coaches and race officials, for all levels of Rowing.
  - d. enforcing the Rules of Rowing and regulations governing Rowing.
  - e. encouraging, educating and promoting Rowing as a sport, and the RNZ Member Organisations as bodies, which protect and promote the safety and wellbeing of participants; have integrity including high standards of conduct; and respect the principles of fair play; and
  - f. maintaining membership of, and cooperating with, RNZ and the ECRA Association.
- 2.2 **Capacity and Powers:** The Club has full capacity, rights, powers and privileges to carry out or undertake any activity, to do any act or enter any transaction, subject to this Constitution, the Act, any other legislation and the general law.

## **3. Membership**

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- 3.1 **Categories of Members:** The Individual Members of the Club are:
- a. A Member is an individual or body corporate admitted to membership under this Constitution and who or which has not ceased to be a member. Member types include but not limited to
    - i) **Competitive Member:** A Competitive Member is an Eligible individual who wishes to compete in Rowing for the Club.
    - ii) **Recreational Member:** Non-competitive member
    - iii) **Coxswain Member:** The individual possesses all the rights and privileges of a full member, excluding the right to Row in local or national regattas.
    - iv) **Appointed member:** An Appointed Member is an Eligible individual who is:
      - i. the President.

- ii. a Committee Member.
  - iii. any other individual appointed by the Committee, the [Club Manager or equivalent position] or persons delegated by either of them, to act on behalf, or under the authority, of the Club in any capacity; but does not include any employee of the Club.
- b. A Life Member is a person honoured for highly valued services to the GRC elected as a Life Member by resolution of a General Meeting passed by a two-thirds majority of those Members present and voting. A Life Member shall have all the rights and privileges of a Member and shall be subject to all the same duties as a Member except those of paying subscriptions and levies.
- c. An Honorary Member is a person honoured for services to the GRC or in an associated field elected as an Honorary Member by resolution of a General Meeting passed by a two-thirds majority of those present and voting. An Honorary Member has no membership rights, privileges or duties.
- d. A Parent/Guardian Member is the parent or guardian of a child who wishes to become a Member of the Club where their child is under 18 years of age on the date of application. Membership of the Parent/Guardian is required in order for their child to become a member.
- e. Any other categories of member as decided by the Committee.

**3.2 Eligibility of Members:** Any individual or body corporate may become (or be renewed as) a member if they:

- a. are 18 years of age or older on the date of application (or renewal), or if not, have the consent of at least one of their parents or their guardian to become a member.
- b. wishes to Participate in Rowing.
- c. meets any other criteria of RNZ and the ECRA Association to be a member; and
- d. has not been convicted of any category 3 or 4 offence (under the Criminal Procedure Act 2011) or any other offence under any other legislation for which a person may be imprisoned for two (2) years or more (whether imprisoned or not).

**3.3 Process for Application:** An application to become a Member of the Club and the Applicable RNZ Member Organisations (including renewal of such Membership) must be made as follows:

- a. An applicant for membership must complete and sign the approved (GRC / RNZ) forms, supply any information, or attend an interview as may be reasonably required by the Committee regarding an application for membership and will become a member on acceptance of that application by the Committee.
- b. in the case of an individual who wishes to be a Competitive Member, Coxswain by application (using the form and method approved by GRC /RNZ)
- b. in the case of an individual who is elected or appointed to be an officer of the Club (including as an Appointed Member) as part of, and at the same time as making their application for or being appointed or elected to the relevant position, in which becoming a Member of the Club, the Association and RNZ shall be a condition of their appointment to such position; and
- c. in all cases, if an individual applicant is under 18 years of age on the date of application (including any application for renewal), then at the same time as their application for (or renewal of) Individual Membership, a separate application must be made to the Committee by a parent or guardian of that individual, to become a Parent/Guardian Member.

**3.4 Consent:** By making an application for Membership an individual consents to becoming a Member of the Club and the Applicable RNZ Member Organisations, provided that:

- a. if the individual applicant is under 18 years of age (on the date of application), both the applicant and at least one of their parents or guardians must consent in writing to the applicant becoming an Individual Member
- b. in the case of an Appointed Member, every individual must, prior to taking office, consent in writing to become a member and certify they are not disqualified from holding office or being appointed under this Constitution or the Act.
- c. Consent to become a member must be in writing

**3.5 Duration of Membership**

- a. Upon an individual or body corporate making an application to the Committee to become an Member (using the form and method approved by GRC/ RNZ), and has been approved by the committee, the individual/ body corporate automatically commences their Membership as an Individual/ body corporate Member of the Club and the Applicable RNZ Member Organisations, on a provisional basis. subject to Rule 3.5b, Rule 3.5c.

- b. Within ninety (90) days of an individual /body corporate obtaining provisional Membership, the Club and any of the Applicable RNZ Member Organisations, may each decide in their discretion (undertaken such enquiries as they consider necessary) to revoke the provisional Membership, for any reason, including that the individual is not Eligible or has failed to pay any Membership Fee or other fees that were due; and if so, their provisional Membership will be revoked upon notification to the individual /body corporate concerned. The consequences of provisional Membership being revoked are the same as if the individual had been terminated from Membership. (under Rule 17.6) There is no right of appeal of the decision to revoke Membership.
- c. If provisional Membership is not revoked and notified to the individual by the Club or an Applicable RNZ Member Organisation in accordance with Rule 3.9b, the individual will automatically be deemed to be an Individual Member upon the expiry of the ninety (90) days, and their Membership continues for the period of the Membership Year, or if the application is made part way through a Membership Year, then for the balance of that Membership Year, unless it ceases prior to that date under Rule 3.9.
- d. An individual with provisional Membership is entitled, for the period of their provisional Membership, to all the rights and entitlements, and must comply with all the obligations, of an Individual Member as set out in the RNZ Constitution, the RNZ Regulations, this Constitution, the Regulations and the constitutions and regulations of the Applicable RNZ Member Organisations.
- e. An existing Individual Member who wishes to renew their Membership will automatically commence their Membership (which will not be provisional) upon making an application for the renewal of their Membership for the next Membership Year and payment of the applicable Membership Fees to the Club and Applicable RNZ Member Organisations.

**3.6 Members' Rights and Obligations:** Each Member acknowledges and agrees that they are:

- a. entitled to Participate in Rowing with the Club and their Applicable RNZ Member Organisations, in accordance with, and subject to, the applicable terms and conditions of their Membership and any other terms and conditions (including eligibility requirements) applying to their Participation in Rowing, as decided by the Club and the Applicable RNZ Member Organisations (as applicable);
- b. entitled to such other rights and entitlements granted by this Constitution and any Club Regulations; those granted by the constitutions and regulations of the Applicable RNZ Member Organisations; the Rules of Racing and the Act, and any other rights and benefits decided by the Committee and the boards of the Applicable RNZ Member Organisations from time to time.
- c. bound by, and will comply with this Constitution, the Club's Regulations, the constitution and regulations of the Applicable RNZ Member Organisations, and all rules, codes, standards, resolutions, decisions, policies and procedures of the Club and the Applicable RNZ Member Organisations.
- d. to the extent applicable, bound by and will comply with, all World Rowing Statutes, Rules, By-Laws and Regulations and all decisions taken by World Rowing.
- e. are subject to the jurisdiction of the Club and the Applicable RNZ Member Organisations including their respective disputes and disciplinary procedures.
- f. will comply with the Rules of Racing, and other applicable terms, conditions, rules and regulations related to Rowing.
- g. All Members shall promote the interests and purposes of the GRC and shall do nothing to bring the GRC into disrepute.
- h. A Member is only entitled to exercise the rights of membership (including attending and voting at General Meetings, accessing or using the GRC's premises, facilities, equipment and other property, and participating in GRC activities) if all subscriptions and any other fees have been paid to the GRC by their respective due dates, but no Member or Life Member is liable for an obligation of the GRC by reason only of being a Member.
- i. The Committee may decide what access or use Members may have of or to any premises, facilities, equipment or other property owned, occupied or otherwise used by the GRC, and to participate in GRC activities, including any conditions of and fees for such access, use or involvement.
- j. do not have any rights of ownership of, or the right to use, the property of the Club or the Applicable RNZ Member Organisations.



### 3.7 **Membership and Other Fees:**

- a) At each AGM the Voting Members shall, on the recommendation of the Committee, approve the any Membership Fee payable by Members and the payment terms for the next Financial Year. The Committee may set other fees payable to the Club by any of its members.]
- b) Any Member failing to pay the annual subscription (including any periodic payment), any levy, or any capitation fees, within 10 Working Days of the date the sum was due for payment shall be considered as unfinancial and shall (without being released from the obligation of payment) have no membership rights and shall not be entitled to participate in any GRC activity or to access or use the GRC's premises, facilities, equipment and other property until all the arrears are paid.
- c) If such arrears are not paid within 11 Working Days of the due date for payment of the subscription, any other fees, or levy the Committee may terminate the Member's membership (without being required to give prior notice to that Member).

### 3.8 **Register of Members:**

- a. The Club and the Applicable RNZ Member Organisations will always keep an up-to-date Members' Register.
- b. For each Member, the Members' Register will set out the details about every Member as required by law, and any other information reasonably required by the RNZ Board, the boards of the Applicable RNZ Members Organisations and the Committee.
- c. A Member is entitled to access to their personal information held on the Register of Members in accordance with the Privacy Act 2020.
- d. A Member must provide notice to the Club of any change to their Contact Details. The Members' Register will be updated as soon as practicable the Club becomes aware of changes of the information recorded in the Members' Register.

### 3.9 **Cessation of Membership:** A Member ceases to be a member:

- a. on the expiry of the Membership Year, unless their Membership is renewed (under Rule 3.9e);
- b. if any Membership Fee or other fees are not paid to the GRC by the due date or in accordance with any payment plan which is agreed between a Member and the Committee.
- c. if an Individual Member is the parent or guardian of an Individual Member (under Rule 3.1d); upon either:
  - i. the child they are the parent or guardian of, becoming 18 years of age; or

- ii. the termination of the child as an Individual Member.
- d. upon their death, (or if a body corporate on liquidation or deregistration, or if a partnership on dissolution of the partnership)
- e. by giving notice of their resignation from Membership, in the manner specified in this Constitution, the Club's Regulations or the constitutions or regulations of the Applicable RNZ Member Organisations.
- f. if their Membership is terminated due to no longer being Eligible under Rule 3.2.
- g. if their Membership is terminated following a dispute resolution or disciplinary process or other process specified in this Constitution, the Club's Regulations, GRC code of conduct, the Rules of Racing or the constitutions or regulations of the Applicable RNZ Member Organisations.
- h. if, for any other reason, their Membership ends or ceases in accordance with the constitutions of the Applicable RNZ Member Organisations.
- i. if their position as an officer of the Club, or another position with the Club involved with Rowing in any capacity, ends for any reason.
- j. if an Appointed Member, they cease to hold the relevant position with the Club whether due to their resignation, expiry of term of office, removal or otherwise; and
- k. as otherwise stated in this Constitution or the constitution of the Applicable RNZ Member Organisations.

## 4. Officers

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### 4.1 **Qualification:** Every Committee Member must, in writing:

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

### 4.2 **Officers Duties:** Officers shall always comply with their duties under the Act and each Officer:

- a) shall act in good faith and in what he or she believes to be the best interests of the GRC,
- b) must exercise all powers for a proper purpose,
- c) must not act, or agree to the GRC acting, in a manner that contravenes the Act or this Constitution,
- d) when exercising powers or performing duties as an Officer, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances taking into account, but without limitation:

- i) the nature of the GRC,
  - ii) the nature of the decision, and
  - iii) the position of the Officer and the nature of the responsibilities undertaken by him or her
- e) must not agree to the activities of the GRC being carried on in a manner likely to create a substantial risk of serious loss to the GRC or to the GRC's creditors, or cause or allow the activities of the GRC to be carried on in a manner likely to create a substantial risk of serious loss to the GRC or to the GRC's creditors, and
- f) must not agree to the GRC incurring an obligation unless he or she believes at that time on reasonable grounds that the GRC will be able to perform the obligation when it is required to do so.

**4.3 Disqualification:** The following individuals are disqualified from being elected or to otherwise hold or remain in office, as a Committee Member:

- a. an individual who is disqualified from being elected or holding office as a Committee Member under section 47 of Act
- b. an individual who is a paid employee of, or a contractor in an equivalent position to, the Club.
- c. an individual who has been suspended or removed as a Committee Member, in accordance with this Constitution; or
- d. an individual who has been suspended or terminated as a member, in accordance with this Constitution.

If any of the circumstances in this Rule occur to a Committee Member while they are in office, they will be automatically deemed to have vacated their office as a Committee Member upon the occurrence of the circumstance.

**4.4 Cessation from Office:** An individual ceases to be an Officer, if the individual:

- a. resigns in accordance with the Act.
- b. becomes disqualified from being an Officer under the Act
- c. dies.
- d. is a Committee Member and become ineligible to be an Officer (under Rule 4.3).
- e. if the Officer is a Committee Member, is removed from office in accordance with Rule 18.2.
- f. is the Club Manager or equivalent position and their employment, contract or engagement with the Club is terminated.
- g. is terminated as, or ceases to be, a Member under this Constitution; or

- h. otherwise vacates their office resulting in a Casual Vacancy.

## **5. Committee Role and Powers**

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- 5.1 **Role and powers:** Except as specified otherwise in the Act or in this Constitution, the Committee is responsible for governing, managing, directing, and supervising the operation and affairs of the Club and has all the powers necessary to carry out its role, including the establishment of sub-committees. Except to the extent specified otherwise in the Act or this Constitution, the Committee has the powers to do all things that are not expressly required to be undertaken at a General Meeting under this Constitution.
- 5.2 **Committee composition:** The Committee shall comprise a minimum of three (3) officers: the President, the Secretary, and the Treasurer. In addition to these officers, up to nine (9) other individuals may be elected as Committee Members at the Annual General Meeting (AGM). The Committee is hereby empowered to establish and define additional positions within its structure as deemed necessary for the effective functioning of the organization. Such positions may include, but are not limited to, Club Captain, Logistics Officer, and Fundraising Officer.
- 5.3 **Role of President:** The President is the chair of the Committee and presides at Club events including General Meetings. The President represents the Club and will engage in activities agreed by the Committee which may include activities to promote the Club, good relations, communications between Members, and the reputation and best interests of the Club.
- 5.4 **Role of Secretary:** The Secretary will:
  - a. attend to all correspondence and keep minutes of General Meetings and Committee meetings; and
  - b. keep all records and generally perform all the secretarial work of the Club. With the written approval of the Committee these tasks may be varied or delegated but the Secretary remains responsible for their performance.
- 5.5 **Role of Treasurer:** The Treasurer will:
  - a. receipt all money paid to or received by the Club and pay all accounts approved by the Committee. The Committee may delegate levels of payment to the Treasurer by written authority,
  - b. Render invoices for membership fees and all directly or indirectly connected expenses.
  - c. invest all funds of the Club in the manner directed by the Committee; and
  - d. keep the Club's financial accounts, present the financial statements at the AGM and undertake other tasks required by the Committee.
- 5.6 **Term of office:** The term of office for all Committee Members is 2 years, expiring at the end of the relevant AGM. A Committee Member may be re-elected to the Committee for a maximum of 3

consecutive terms of office. The term of any period served to fill a Casual Vacancy is disregarded for the purposes of calculating the total term served.

**5.7 Election of Committee Members:** Committee Members are elected by the following process:

- a. the Committee shall call for nominations for any Committee Member positions that are to be vacated at an AGM not less than fourteen (14) Days before the AGM;
- b. nominations shall be made in the form decided by the Committee and shall be received by the date set by the Committee, which shall be not less than [48 hours] before the AGM;
- c. the Committee must give notice to all Members of the nominations received at least [24 hours] before the AGM;
- d. at the AGM, if there are more nominees than number of positions available, the election is by secret ballot, unless otherwise decided by the Chair of the General Meeting and approved by a Special Majority. If a secret ballot is held, two Scrutineers must be appointed at the General Meeting to count the votes;
- e. those nominees who have the highest number of votes in their favour for the number of vacant positions shall be declared elected;
- f. if votes are tied for a Committee Member position between the highest polling nominees, a second round of voting between those tied nominees shall be undertaken, to find the nominee with the highest number of votes and if votes are tied after that second round of voting, the Chair shall decide which of those tied nominees will be elected; and
- g. if there is only one nominee for a vacant position, that individual is declared to be elected without the need for a vote.

**5.8 Casual Vacancy:** If a Casual Vacancy arises, the remaining Committee Members may:

- a. appoint an individual of their choice to fill the Casual Vacancy:
  - i. for the balance of the term of the individual who vacated their position; or
  - ii. until the next AGM; or
- b. leave the Casual Vacancy unfilled until the next AGM, at which an election will be held for the vacant Committee Member position which if filled will be for the remainder of the term of the Casual Vacancy.

## 6. Committee Meetings and Procedures

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- 6.1 **Calling and Notice of Meetings:** Committee meetings may be called on reasonable notice at any time by the President or by 3 Committee Members, with notice generally being not less than 5 Days' and not less than 2 Days depending on the urgency but generally the Committee meets monthly but is required to meet a minimum 4 times a year. (including by audio, audio and visual, or electronic communication)
- 6.2 **Procedure:** Except to the extent specified in this Constitution and the Club Regulations, the Committee may regulate its own procedure.
- 6.3 **Resolutions Outside of Meetings:** A resolution in writing, signed or consented to by email or other form of visible or other electronic communication, by approval of a Majority of the Committee will be valid as if it had been passed at a meeting of the Committee.
- 6.4 **Quorum:** For a committee meeting, or a committee resolution outside of a meeting, the quorum is fifty percent (50%), (rounded up to the nearest whole number) of the total number of Committee Members. Any Committee Member may be counted for the purposes of a quorum and participate in any meeting and vote on any proposed resolution at a committee meeting without being physically present. This may only occur at Committee meetings by audio or audio-visual link or other electronic means provided that all individuals participating in the Committee meeting can hear each other effectively and simultaneously.
- 6.5 **Chair:** The President will chair all Committee meetings. If the President is unavailable, another Committee Member shall be appointed by the Committee to undertake the Chair's role during the period of unavailability.
- 6.6 **Voting:** Each Committee Member is entitled to one vote at any Committee meeting or on any Committee resolution outside of meeting. Voting at Committee meetings is by voice, show of hands or, or if requested by any Committee Member, secret ballot. Proxy voting is not permitted at Committee meetings. In the event votes are tied, the Chair of the meeting is entitled to a casting vote.
- 6.7 **Majority:** Unless specified otherwise in this Constitution, a motion or resolution of the Committee shall be approved if by a Majority of Committee Members are in favour of it.

## 7. Interests and Conflicts of Interest

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- 7.1 **Register of interests:** The Committee must keep a register of interest disclosures made by Officers.
- 7.2 **Duty to disclose interest:** An Officer who is interested in a matter (as defined in the Act) relating to the Club must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Committee, as soon as practicable after the Officer becomes aware that they are interested in the Matter and include it in the register of interests.
- 7.3 **Consequences of being interested:** An Officer who is a Committee Member and Interested in a Matter:
- a. must not vote or take part in a decision of the Committee relating to the Matter, unless all non-interested Committee Members consent;
  - b. must not sign any document relating to the entry into a transaction or the initiation of the Matter, unless all non-interested Committee Members consent;
  - c. must not take part in any Committee discussion relating to the Matter or be present at the time of the Committee decision, unless all non-interested Committee Members consent; and
  - d. may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.
- 7.4 **Notice of failure to comply:** The Committee must notify Members of a failure to comply with section 63 or 64 of the Act, and of any transactions affected, as soon as practicable after becoming aware of the failure.

## 8. Patron/ Honorary Vice-President etc

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- 8.1 The Club may have an Honorary Vice-President whose role it is to be a figurehead for the Club, along with the President.
- 8.2 Any Member may nominate an individual who is a member of the Club and does not hold any other office at the Club, to become the Honorary Vice-President by giving notice to the Committee setting out the grounds for the nomination. The Committee shall determine whether the nomination should be forwarded to an AGM for election (or otherwise) by the Members. An individual will be elected as an Honorary Vice President if they receive a Majority of votes in their favour.
- 8.3 An individual consents to becoming an Honorary Vice President upon the acceptance of their appointment. The Honorary Vice-President is an Appointed Member of the Club.
- 8.4 The Honorary Vice-President may attend and speak, but does not have the right to vote, at General Meetings as decided by the Committee.

## 9. Club Manager [or other title]

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- 9.1 **Role:** There may be a position of Club Manager or equivalent position of the Club who is employed or engaged for such term and on such terms and conditions as the Committee decides.
- 9.2 **Directions:** The Club Manager or equivalent position is directed by the Committee and is responsible for the day-to-day management of the Club in accordance with this Constitution, the Club Regulations, any applicable rules of the Club. They shall act within such authority and limitations as may be imposed by the Committee.
- 9.3 **Attendance at Committee Meetings:** The Club Manager or equivalent position shall attend all Committee meetings unless otherwise required by the Committee but has no voting rights.



## 10. Meetings of Members

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10.1 **Annual General Meeting (AGM):** The GRC shall hold an AGM not later than six (6) months after the end of each Financial Year and not later than fifteen (15) months after the previous AGM, at a date, time and place decided by the Committee.

10.2 **Special General Meeting (SGM):** Any other General Meeting of the Members is a SGM.

10.3 **Method of General Meeting:** A General Meeting may be held by a quorum of Members (Rule 10.11), by any of the following methods (as decided by the Committee):

- a. being physically present together at the appointed time and place for the meeting.
- b. participating via audio link, audiovisual link or other electronic means; or
- c. by a combination of both methods above.

Participation by any of these methods will count as the presence of that individual at the meeting for the purposes of this Constitution.

10.4 **Notice of AGM:** The President / Secretary/ club manager shall give not less than 14 Days' written notice of an AGM to the Officers, Committee, and all the Members. Notice to Members of an AGM may be given by posting it on the Club's website or any other digital platform as decided by the Committee. The notice shall specify:

- a. the date, time, and place and/or the method by which the AGM is to be held.
- b. the process and closing date(s) for Voting Members to submit (in writing):
  - i. proposed motions or resolutions (including amendments to the Constitution);
  - ii. nominations for President, Secretary, Treasurer and any other vacant Committee Member positions.
  - iii. nominations for the [Honorary Vice-President or Patron etc.
  - v. nominations for Life Members; and
  - vi. any items of business expressly permitted by, and properly notified under, this Constitution to be decided at a General Meeting.

**10.5 AGM Agenda:**

- a. Not less than seven (7) Days' written notice of the agenda for each AGM shall be given by the Club Manager or equivalent position or Club Secretary to the Officers, Committee, and all the Members and may be notified by posting it on the Club's website. The agenda shall set out the business to be discussed at the AGM in accordance with Rule 10.6. All relevant information required to inform the business set out in Rule 10.6 shall be provided to Members with the agenda.
- b. Additional items of business not listed on the agenda cannot be voted on at the AGM but may be discussed if a Majority of the Voting Members agree to do so at the meeting.

**10.6 Business of AGM:** The following business shall be considered at each AGM in the order decided by the Chair:

- a. approval of the minutes of the previous AGM and any SGMs held since the previous AGM.
- b. presentation on the previous Financial Year of:
  - i. the annual report by the Committee of the activities of the Club for the preceding Financial Year.
  - ii. audited *or* reviewed annual financial statements.
  - iii. the Auditor's *or* Reviewer's report on the annual financial statements.
  - iv. disclosures of any conflicts of interests made by Club Officers.
- d. election of any vacant Committee Member positions.
- e. approval of the Auditor *or* Reviewer for the next Financial Year;
- f. appointment of the [Honorary Vice-President or Patron] recommended by the Committee.
- g. appointment of any Life Members recommended by the Committee.
- h. approval of the Membership Fee in accordance with Rule 3.7.
- i. any motion or resolution(s) proposing to amend this Constitution; and
- j. any other items of business that have been properly submitted for consideration.

**10.7 Calling a SGM:** The President, Club Manager or equivalent position or Club Secretary shall call an SGM as soon as reasonably practicable after receiving a written request from the Committee or 60% of Voting Members entitled to vote. This request shall state the purpose for which the SGM is being requested and include the proposed motion(s) or resolution(s) to be voted on.

**10.8 Notice of SGM:** Not less than seven (7) Days' written notice of a SGM shall be given by the President, Club Manager or equivalent position or Club Secretary to the Club Officers, the Committee, and all the Members, unless the purpose of the SGM is to propose amendments to this Constitution, in which case not less than thirty (30) Days' notice must be given. This notice may be given by posting it on the Club's website. It shall only deal with the business for which the SGM is requested and shall include:

- a. the date, time, and place and/or the method by which the meeting is to be held (as decided by the Committee); and
- b. the proposed motion(s) or resolution(s) that are permitted and properly submitted for consideration.

10.9 **Attendees at General Meetings:** Voting Members are entitled to attend, speak and vote (if they are Financially Current) at General Meetings. Non-Voting Members and any other individuals invited by the Committee, including employees of the Club may attend General Meetings, however they may speak only if invited to do so by the Chair of the General Meeting and are not entitled to move or second motions or resolutions, or to vote or hold a proxy for any Voting Member

10.10 **Not Financially Current:** A Member which is not Financially Current may attend General Meetings and receive notice of and vote on Resolutions Outside of Meetings but is not entitled to any other rights they would otherwise be entitled to, including to speak, move or second motions or resolutions or to vote.

10.11 **Quorum:** The quorum for a General Meeting is 50% of the total number of Voting Members, or 4 of Voting Members, including Voting Members present by casting votes by electronic means or by proxy. No business may be conducted if a quorum is not present at the time the meeting was notified to commence, and at all times during the meeting. If a quorum is not reached within thirty (30) minutes of the scheduled commencement time:

- a. the General Meeting is adjourned to another time on the same day as decided by the Committee.
- b. If at the subsequent General Meeting, a quorum is not reached within thirty (30) minutes of its scheduled commencement time; then the General Meeting shall be adjourned to another day (not less than 14 Days later) at a time, and place as decided by the Committee.
- c. If a quorum is not reached within thirty (30) minutes of its scheduled commencement time at the third General Meeting, the Voting Members present will be deemed to constitute a valid quorum.

10.12 **Chair of Meeting:** The President will chair all General Meetings. If they are unavailable, or a motion or resolution directly concerns them, a Committee Member appointed by the Committee will chair the meeting, while the President is unavailable.

**10.13 Errors:** Any irregularity, error or omission in notices, agendas or papers for a General Meeting will not invalidate the meeting nor prevent the meeting from considering the business of the meeting provided that:

- a. the Chair, in their discretion decides it is appropriate for the meeting to proceed despite the irregularity, error or omission; and
- b. a motion or resolution to proceed is approved by Special Majority.

**10.14 Minutes:** Minutes of all General Meetings shall be kept and communicated to Members. Minutes may be posted on the Club's website or any other digital platform that the committee chooses. They shall also be available upon request by any Member in accordance with the Act.

**10.15 Regulation of Procedure:** The Chair regulates the proceedings at each General Meeting and makes any decisions on the procedure of the meeting, subject to this Constitution and any Club Regulations.

**10.16 Vote:** Each Voting Member is entitled to one (1) vote on each motion or resolution, in person (under Rule 10.3) or by proxy, at a General Meeting or Resolutions Outside of a Meeting. While an individual may be entitled to be, or is, a member under more than one category of membership (as specified in Rule 3.1) they are only entitled to one (1) vote on each motion or resolution, in person (under Rule 10.3) or by proxy, at a General Meeting or Resolutions Outside of a Meeting.

**10.17 Decisions by Majority:** Unless specified otherwise in this Constitution, all motions and resolutions proposed at a General Meeting will be adopted if there is a Majority in favour.

**10.18 Decisions by Special Majority:**

- a. Any motions or resolutions of the nature described in Rule 10.18b shall be proposed at a General Meeting or a Resolution Outside of a Meeting and (subject to Rule 10.24) will only be adopted if there is a Special Majority in favour of the motion or resolution.
- b. The matters for which a Special Majority is required are those proposing:
  - i. any amendment to this Constitution in accordance with Rule 12;
  - ii. a Major Transaction; or
  - iii. any other matter stated in this Constitution which specifies that a Special Majority is required at a General Meeting.

**10.19 No Casting Vote:** In the event votes are tied at a General Meeting or in a Resolution Outside of a Meeting, the Chair or their nominee, is not entitled to have a casting vote and the motion or resolution will fail.

**10.20 Method of Voting:** Voting at General Meetings shall be conducted by voices, a show of hands, or ballot as decided by the Chair, or by secret ballot as specified in this Constitution, (including using electronic voting made by email or an online or electronic process, in the manner, decided by the Committee, and received by the Scrutineers by email, online or electronically at the specified

address). Voting by secret ballot shall apply for elections of Committee Members or for any motion or resolution if requested by 50% Voting Members present at the meeting and approved by a Majority.

- 10.21 **Proxies:** Proxy voting by Voting Members is permitted. The chair of the General Meeting must receive notice of the proxy signed by the Member prior to the start of the meeting. A Voting Member cannot hold more than 1 proxies for a General Meeting. The form of the proxy must be as follows:

***I [insert name] of [insert address] being a member of the Club appoint [insert name of proxy] as my proxy to speak [and vote] for me at the General Meeting to be held on [insert date] and at any adjournment of that General Meeting. I direct my proxy to vote in the following manner [insert resolutions and whether the proxy is to vote for or against].***

- 10.22 **Scrutineers:** For each General Meeting the Voting Members shall appoint not less than two (2) scrutineers (**Scrutineers**). The Scrutineers shall be nominated and elected by the Voting Members in attendance (who shall not be Club Officers, Committee Members or employees of the Club). They shall count the valid votes, decide and inform the Chair whether the motion or resolution is carried, lost or tied in accordance with the requisite Majority under this Constitution; or in the case of an election, the outcome of it.
- 10.23 **Chairperson's Declaration:** The Chair shall declare the result of each vote (including the number of votes in favour, against or that abstained) once voting is complete. The Chair's declaration of the result will be conclusive.
- 10.24 **Resolutions Outside of Meetings:** A resolution in writing signed or consented to by email or other electronic means by a 60% majority of Voting Members is valid as if it had been passed at a General Meeting provided the requirements under sections 89 to 92 of the Act are complied with. Any resolution may consist of several documents in the same form each signed by one or more Members.

## **11. Financial Matters**

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- 11.1 **Application of Income:** The funds and property of the Club shall be controlled, managed, invested and disposed of by the Committee, subject to this Constitution and devoted solely to the promotion of the purposes of the Club set out in Rule 2.1.
- 11.2 **Financial Year:** The financial year of the Club will commence on 01 July of each year and end on 30 June, unless decided otherwise by the Committee from time to time (Financial Year).
- 11.3 **Audit or Review of Financial Statements:** The Club's financial statements must be audited or reviewed] each year and the audited or reviewed financial statements must be submitted to the

AGM. The Committee will recommend the Auditor *or* Reviewer to be approved by Members at the AGM.

- 11.4 **No personal benefit:** The Club Officers and Members shall not receive any distributions of profit or income from the Club. This does not prevent Club Officers or Members receiving reimbursement of actual and reasonable expenses incurred; or entering into any transactions with the Club for goods or services supplied to or from them, which are at arms' length relative to what would occur between unrelated parties. No Club Officer or Member may influence any such decision made by the Club in respect of payments or transactions between it and them, their direct family or any associated entity.
- 11.5 **Indemnity and insurance:** The Club is authorised to indemnify an Officer under the Act or effect insurance for an Officer under the Act for the following matters:
- a. liability (other than criminal liability) for a failure to comply with a duty under sections 54 to 61 of the Act or any other duty imposed on the Officer in their capacity as an Officer; and
  - b. costs incurred by the Officer for any claim or proceeding relating to that liability.
- 11.6 President, Club Manager or equivalent position, may effect insurance for its current and former Officers, Members and employees as permitted by the Act, if approved by the Committee.

## **12. Amendments to the Constitution**

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- 12.1 Subject to Rule 12.4, this Constitution may only be amended, added to, or repealed by Special Majority at a General Meeting or a Resolution Outside of a Meeting.
- 12.2 Notice of an intention to amend this Constitution shall be given to the President, Club Manager or equivalent position or Club Secretary]:
- a. by a Voting Member entitled to vote or the Committee, no later than thirty (30) Days prior to a General Meeting; or
  - b. by the Committee, no later than seven (7) Days prior to a Resolution Outside of a Meeting.
- 12.3 No addition to, deletion from or amendment to this Constitution may be made which would allow personal pecuniary profits to any individuals.
- 12.4 If an amendment to this Constitution would have no more than a minor effect or is to correct errors or makes similar technical alterations, the Committee may give notice of the amendment to every Member stating the text of the amendment and the right of Members to object to the amendment. If the Committee does not receive any objections from Members within twenty (28) Days after the date on which the notice is sent, or any longer period that the Committee decides,

the Committee may make that amendment. If it does receive an objection, the Committee may not make the amendment.

### 13. Regulations

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- 13.1 The Committee may make, amend or repeal Club Regulations as it considers necessary or desirable, provided they are consistent with the GRC purposes set out in Rule 2.1, the Act and any other laws.
- 13.2 All Club Regulations and any amendments to them, shall be notified to all Members and published on the Club's website. All Club Regulations are binding on the Club, Club Officers, and all Members, unless expressly stated otherwise.
- 13.3 To the extent of any inconsistency between this Constitution or any Club Regulation and an Applicable RNZ Member Organisation's constitution or regulations, the following shall prevail in this order of priority: the RNZ Constitution, RNZ Regulations, the Applicable RNZ Member Organisation's Constitutions, the Applicable RNZ Member Organisation's Regulations, this Constitution and the Club's Regulations.

### 14. Liquidation or Removal

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- 14.1 **Notice:** The Committee shall give not less than twenty (28) Days' notice to all Members of a proposed motion or resolution to be voted on at a General Meeting:
- a. to appoint a liquidator to put the Club into liquidation.
  - b. to remove the Club from the Register of Incorporated Societies; or
  - c. for the distribution of the Club's surplus assets.
- 14.2 **Majority Required:** A motion is to be considered or resolution in Rule 14.1 requires a seventy-five percent (75%) majority of votes in its favour from the Voting Members present and entitled to vote, for it to be carried.
- 14.3 **Surplus Assets:**
- If the GRC is liquidated or removed from the Register of Incorporated Societies, no distribution shall be made to any Member.
- Upon the liquidation or removal from the Register of Incorporated Societies of the Gisborne Rowing Club (hereinafter "GRC"), all surplus assets of the GRC, remaining after the full payment and discharge of all its debts, costs, and liabilities, shall automatically vest in The East Coast Rowing Association (hereinafter "ECRA"). ECRA shall thereafter bear the sole responsibility and authority for the allocation and management of these vested assets.

If GRC is not re-established within a period of two (2) years from the date of Transfer, ECRA shall first offer the former GRC assets to high schools in the Gisborne region. Should the high schools decline the offer, ECRA may redistribute the assets to its member organizations, ensuring that the redistribution supports ECRA'S goals for regional rowing development. ECRA shall be responsible for managing and distributing these assets.

However, in any resolution under this rule, the GRC may approve a different distribution to a different not-for-profit entity from that specified above, so long as the GRC complies with this Constitution and the Act in all other respects.



## **15. Complaints and Disputes**

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- 15.1 Any dispute or complaint by or involving Members or any Officer arising in respect of the governance, management and operation of the Club (including any dispute or complaint referred to in section 38 of the Act) will be dealt with:
- a. in accordance with any applicable procedures prescribed by law, the RNZ Constitution, the RNZ Regulations, this Constitution, the Regulations or any applicable Rules of Racing, provided they are consistent with the rules of natural justice and are interpreted and implemented; accordingly, or
  - b. in the absence of any applicable procedures referred to in Rule 15.1a, in accordance with the procedures set out in Schedule 2 of the Act.
- 15.2 Any Regulations regulating complaints or dispute resolution procedures referred to in Rule 15.1a must be published by the Club on the Club's Website or any other digital platform chosen by the committee.
- 15.3 If the Club Constitution or the constitutions and regulations of any Applicable RNZ Member Organisation or any of the Rules of Racing expressly provides for it, decisions made in relation to any dispute or complaint in accordance with Rule 15.1a may be appealed to RNZ in accordance with the RNZ Constitution, RNZ Regulations or the Rules of Racing (as applicable).
- 15.4 All rules and procedures applicable to Members and Officers for complaints, disputes, disciplinary or other related matters in this Constitution, the Regulations or in the constitutions or regulations of any Applicable RNZ Member Organisation, or in the Rules of Racing, or otherwise decided by the Committee, shall survive the cessation of Membership in respect of any matter which occurred prior to the Member's or Officer's cessation of Membership.

## 16. Disputes resolution

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### 16.1 Meanings of dispute and complaint

A dispute is a disagreement or conflict involving the **GRC** and/or its members in relation to specific allegations set out below.

- a. The disagreement or conflict may be between any of the following persons—
  - i. 2 or more Members
  - ii. 1 or more Members and the **GRC**
  - iii. 1 or more Members and 1 or more Officers
  - iv. 2 or more Officers
  - v. 1 or more Officers and the **GRC**
  - vi. 1 or more Members or Officers and the **GRC**.
- b. The disagreement or conflict relates to any of the following allegations—
  - I. a member or an Officer has engaged in misconduct
  - II. a member or an Officer has breached, or is likely to breach, a duty under the **GRC's** Constitution or bylaws or the Act
  - III. the **GRC** has breached, or is likely to breach, a duty under the **GRC's** Constitution or Bylaws or the Act
  - IV. a member's rights or interests as a member have been damaged or Member's rights or interests generally have been damaged.
- c. A Member or an Officer may make a complaint by giving to the Committee (or a complaints subcommittee) a notice in writing that—
  - i. states that the Member or Officer is starting a procedure for resolving a dispute in accordance with the **GRC's** Constitution; and
  - ii. sets out the allegation(s) to which the dispute relates and whom the allegation or allegations is or are against; and
  - iii. sets out any other information or allegations reasonably required by the **GRC**.
- d. The **GRC** may make a complaint involving an allegation against a member or an Officer by giving to the Member or Officer a notice in writing that—
  - i. states that the **GRC** is starting a procedure for resolving a dispute in accordance with the **GRC's** Constitution; and
  - ii. sets out the allegation to which the dispute relates.
- e. The information setting out the allegations must be sufficiently detailed to ensure that a person against whom an allegation or allegations is made is fairly advised of the allegation or allegations concerning them, with sufficient details given to enable that person to prepare a response.

- f. A complaint may be made in any other reasonable manner permitted by the **GRC's** Constitution.
- g. All Members (including the Committee) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the **GRC's** activities.
- h. The complainant raising a dispute, and the Committee, must consider and discuss whether a dispute may best be resolved through informal discussions, mediation, arbitration, or a tikanga-based practice. Where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement.

#### **16.2 How complaint is made**

- a) A Member or an Officer may make a complaint by giving to the Committee (or a complaints subcommittee member) a notice in writing that—
- b) states that the Member or Officer is starting a procedure for resolving a dispute in accordance with the **GRC's** Constitution; and
  - i. sets out the allegation or allegations to which the dispute relates and whom the allegation is against; and
  - ii. sets out any other information reasonably required by the **GRC**.
- c) The **GRC** may make a complaint involving an allegation or allegations against a Member or an Officer by giving the Member or Officer a notice in writing that—
  - i. states that the **GRC** is starting a procedure for resolving a dispute in accordance with the **GRC's** Constitution; and
  - ii. sets out the allegation to which the dispute relates.
- d) The information given under Rule(16.1.) It must be sufficient to ensure that a person against whom an allegation is made is fairly advised of the allegation or allegations concerning them, with sufficient details given to enable that person to prepare a response.
- e) A complaint may be made in any other reasonable manner permitted by the **GRC's** Constitution.

#### **16.3 Person who makes the complaint has the right to be heard**

- a) A Member or an Officer who makes a complaint has a right to be heard before the complaint is resolved or any outcome is determined.
- b) If the **GRC** makes a complaint—
  - i. the **GRC** has a right to be heard before the complaint is resolved or any outcome is determined; and an Officer may exercise that right on behalf of the **GRC**.
- c) Without limiting the manner in which the Member, Officer, or **GRC** may be given the right to be heard, they must be taken to have been given the right if—
  - i. they have a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and

- ii. an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure adequate hearing; and
- iii. an oral hearing (if any) is held before the decision maker; and
- iv. the Member's, Officer's, or **GRC's** written or verbal statement or submissions (if any) are considered by the decision maker.

#### **16.4 Person who is subject of complaint has right to heard**

Person who is subject of complaint has right to be heard

- a. This clause applies if a complaint involves an allegation that a Member, an Officer, or the GRC (the 'respondent')—
  - i. has engaged in misconduct; or
  - ii. has breached, or is likely to breach, a duty under the GRC's Constitution or bylaws or this Act; or
  - iii. has damaged the rights or interests of a Member or the rights or interests of Members generally.
- b. The respondent has a right to be heard before the complaint is resolved or any outcome is determined.
- c. If the respondent is the GRC, an Officer may exercise the right on behalf of the GRC.
- d. Without limiting the manner in which a respondent may be given a right to be heard, a respondent must be taken to have been given the right if—
  - i. the respondent is fairly advised of all allegations concerning the respondent, with sufficient details and time given to enable the respondent to prepare a response; and
  - ii. the respondent has a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
  - iii. an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure adequate hearing; and
  - iv. an oral hearing (if any) is held before the decision maker; and
  - v. the respondent's written statement or submissions (if any) are considered by the decision maker.

#### **16.5 Investigating and determining dispute**

- a. The **GRC** must, as soon as is reasonably practicable after receiving or becoming aware of a complaint made in accordance with its Constitution, ensure that the dispute is investigated and determined.

- b. Disputes must be dealt with under the Constitution in a fair, efficient, and effective manner and in accordance with the provisions of the Act.

#### **16.6 GRC may decide not to proceed further with complaint**

Despite the 'Investigating and determining dispute' rule above, the **GRC** may decide not to proceed further with a complaint if—

- a. the complaint is considered to be trivial; or
- b. The complaint does not appear to disclose or involve any allegation of the following kind:
  - i. that a member or an Officer has engaged in material misconduct;
  - ii. that a Member, an Officer, or the **GRC** has materially breached, or is likely to materially breach, a duty under the **GRC's** Constitution or bylaws or the Act;
  - iii. that a Member's rights or interests or Members' rights or interests generally have been materially damaged;
- c. the complaint appears to be without foundation or there is no apparent evidence to support it; or
- d. the person who makes the complaint has an insignificant interest in the matter; or
- e. the conduct, incident, event, or issue giving rise to the complaint has already been investigated and dealt with under the Constitution; or
- f. There has been an undue delay in making the complaint.

#### **16.7 Decision makers**

A person may not act as a decision maker in relation to a complaint if 2 or more members of the Committee or a complaints subcommittee consider that there are reasonable grounds to believe that the person may not be—

- i. impartial; or
- ii. able to consider the matter without a predetermined view.

### **17. Suspension, Sanctions and Termination of Membership**

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#### **17.1 Grounds for Suspension or Termination:** A Member may be suspended or terminated from

Membership of the Club or have sanctions imposed, if the Member:

- a. defaults in payment under Rule 17.2.
- b. is suspended or terminated by the Club in accordance with this Constitution or the Club's Regulations.
- c. is suspended or terminated by the Committee or has sanctions imposed on them, under this Rule.
- d. is suspended or terminated under the constitution of an Applicable RNZ Member Organisation.

**17.2 Default:** If a member has not paid the Membership Fee (if any) or any other fees or payments due to the Club by the due date:

- a. the Club will give the Member notice of the payment(s) due with a further date for payment, being not less than thirty (30) days from the date of the notice; and
- b. if payment is not made by the due date stated in the notice or other agreed date, the Member will be in default from that date and automatically terminated from Membership, unless the Committee agrees to an alternative agreed payment plan. If the Member then defaults on the agreed payment plan, the Member will be in default and automatically terminated from Membership.

**17.3 Suspension, Sanctions or Termination by Board:**

- a. The Committee may suspend the Membership of a Member for up to twelve (12) months, impose other sanctions or terminate their Membership, if:
  - i. a Hearing Body or any other body having jurisdiction over a member recommends such action or imposes a sanction;
  - ii. the Committee, or any individual(s) appointed by it, considers after reasonable enquiry that the Member did not comply with this Constitution, a Rule, a Regulation, any Rules of Racing or any resolution or decision decided by the Committee or at a General Meeting; or
  - iii. they are no longer Eligible to be a Member under Rule 3.2.
- b. Before any suspension, sanction or termination is imposed by the Committee on a Member:
  - i. they will be given twenty-one (21) days' notice of the proposal to suspend, impose a sanction or terminate the Member, unless the proposal arises from a Member's failure to comply with any one or more of the applicable Membership criteria under this Constitution, in which case three (3) months' notice will be given; and
  - ii. has the right to be present, make submissions and be heard on the proposal to suspend, impose any sanction or to terminate the Member.

**17.4 Appeal:** There is no right of appeal of a decision made under Rule 17.3.

**17.5 Reinstatement:**

- a. Subject to Rule 17.5b and Rule 17.5c, Membership which has been terminated under this Constitution may be reinstated at the discretion of the Committee, within such period as it considers appropriate, provided that any payments owing to the Club or any RNZ Member Organisation have been fully repaid. In deciding whether to reinstate a Member, the Committee may take into account whether the matter giving rise to the termination has been rectified or remedied, or whether any sanction imposed has been served.
- b. Membership of an Applicable RNZ Member Organisation that was terminated under or on the recommendation of a disputes or disciplinary process, will not be reinstated without the approval

of the RNZ Board.

- c. Membership that has been terminated by decision of an Applicable RNZ Member Organisation may be reinstated in accordance with its constitution and regulations.
- d. Reinstatement to Membership under this Rule will mean the individual is reinstated to Membership of the Club and the Applicable RNZ Member Organisations, without the need for separate applications to each entity.

**17.6 Consequences of Suspension or Termination of Membership:** If a Member's Membership is suspended or terminated under this Constitution or the constitution of any Applicable RNZ Member Organisation, the following consequences apply to the Member for the period of the suspension, or indefinitely if terminated:

- a. the suspension or termination applies to the Member's Membership of the Club and all the Applicable RNZ Member Organisations;
- b. if the Member is suspended, they continue to be bound by this Constitution including their obligations under Rule 3.6 during the period of suspension;
- c. the Member forfeits all rights and entitlements it has as a Member under this Constitution, the Club's Regulations and the constitutions and regulations of the Applicable RNZ Member Organisations;
- d. the Member may not make any claim upon the Club or any Applicable RNZ Member Organisation and their property, nor use the property of any Club or Applicable RNZ Member Organisations including their respective intellectual property; and
- e. the Member is not entitled to Participate in Rowing with the Club or any RNZ Member Organisation.

## **18. Suspension and Removal of Committee Members**

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### **18.1 Suspension of Committee Member:**

If a Committee Member is alleged to have, given notice of, or charged with any of the circumstances described under Rule 4.3 or any circumstances arise in relation to a Committee Member which are or may be of concern to the Committee, the remaining Committee Members may by a Special Majority suspend them from the Committee, pending the determination of the allegation, notice, or charge. A suspension may only be imposed following reasonable enquiries by the Committee and giving the Committee Member concerned a right to be heard by the Committee.

### **18.2 Removal of Committee Member:**

- a. A Committee Member may be removed from the Committee before the expiration of their term of office if the Committee considers, by Special Majority, that the Committee Member:
  - i. has materially breached any of their duties under this Constitution or the Act; or
  - ii. did not, or is unable to, materially comply with this Constitution, the Club Regulations or any rule, code, standard, resolution, decision, policy, or procedure decided by the General Meeting or the Committee;
  - iii. has engaged in Misconduct or acted in a manner unbecoming of a Member or prejudicial to the Purposes and interests of the Club;
  - iv. has brought the Club into disrepute; or
  - v. has been suspended or terminated as a Member, or had a sanction imposed, by a RNZ Member Organisation, or RNZ.
- b. The Committee Member who is the subject of the motion to be removed is counted for the purpose of reaching a quorum but shall not participate in the vote on the motion.
- c. Before any decision for removal is made by the Committee, the Committee Member concerned shall:
  - i. be given no less than fourteen (14) Days' written notice by the Committee of the proposal to remove them;
  - ii. has the right to make written submissions in advance of the decision; and
  - iii. has the right to be present, make submissions and be heard by the Committee.

## **19. Colours**

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19.1 The colours of the Club are White with Black cross unless otherwise amended by RNZ in accordance with the RNZ Constitution and the RNZ Regulations.

## **20. Matters Not Provided For**

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20.1 If any matter arises that, in the opinion of the Committee, is not provided for in the Club Constitution, any Club Regulations or the constitutions or regulations of any Applicable RNZ Member Organisation, or the Rules of Racing, or if any question or dispute arises out of the interpretation or application of this Constitution, the Regulations, or the Rules of Racing, the matter, question or dispute will be decided by the Board as it sees fit.

20.2 Any matter or dispute which has been, or is being, dealt with by the Committee under Rule 20.1 must be reported to the Members at the next AGM.



## 21. Transition

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**21.1 Existing Life Members:** Individuals who were granted Life Membership of the Club prior to the Commencement Date will remain as Life Members, subject to this Constitution.

**21.2 Existing Members:** Members of the Club, at the Commencement Date, will remain as Members of the Club but before 5 April 2026 must reapply for Membership of it and the Applicable RNZ Member Organisations in the relevant Category of Membership in accordance with this Constitution.

**21.3 Application of Rules in Transition:** Members will not be required to comply with the Rules in this Constitution that are specified in Schedule 2 of the RNZ Constitution until the date specified in that Schedule, unless a later date is decided by the RNZ Board.

**21.4 Transition of Committee Members:**

- a. the committee members under the previous constitution continue
- b. The number of terms served under the previous constitution count towards any maximum number of terms in this constitution.

## 22. Definitions and Interpretation

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**22.1 Definitions:** The capitalised words and phrases used in this Constitution shall mean as follows:

**Applicable RNZ Member Organisations** means all the RNZ Member Organisations of which the Individual Member is a member, namely:

- the Club/ GRC ;
- the Applicable Member Association.
- any other RNZ Member Organisation of which they are a member; and
- RNZ. Rowing New Zealand
- ECCRA East coast Rowing Association

**Applicable Member Association** and **Association** has the meaning given to it in Rule 1.2a.

**Appointed Member** has the meaning given to it in Rule 3.3b.

**Auditor** means an individual, independent of the Club, who is a qualified auditor under the Financial Reporting Act 2013.

**Casual Vacancy** means a vacancy which arises:

- a. due to the office holder resigning prior to the expiry of their term of office;
- b. due to the death of the office holder;
- c. where the office holder has been removed from office in accordance with this Constitution;
- d. where the office holder is no longer Eligible to remain in office as specified in this Constitution;
- e. where there are insufficient applications for the available positions of Committee Members and the position is not filled following an election; or
- f. for Committee Members only, due to the Committee Member being absent from more than three (3) consecutive meetings without having their absence approved by the Committee Chair/President, or without reasonable excuse.

**Club Manager** means the person appointed as the manager of the Club by the Committee in accordance with Rule 9 of this Constitution.

**Committee** means the Committee of the Club as described in Rule 5.2, and for the period specified, the Committee in transition under Rule 21.3, unless specified otherwise.

**Constitution** means this constitution, including any amendments unless stated otherwise.

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

**Day** means any day of the week (including a Saturday, Sunday, and a public holiday).

**Eligible** means an individual is eligible to apply to become, and to remain as, a Member in accordance with Rule 3.2 or to apply to become and to remain as a Committee Member under Rule 4.3, as the context requires, and **Eligibility** has the same meaning.

**Financially Current** means the Member has fully paid its Membership Fees and other fees to the Club by the due dates or in accordance with any agreed payment plan.

**General Meeting** means an Annual General Meeting (AGM) or Special General Meeting (SGM) of the Club.

**Hearing Body** means a panel, tribunal or body which has been appointed by the Committee or any board of any RNZ Member Organisation to hear, decide and impose sanctions for breaches of their respective constitutions or regulations or the Rules of Racing or any other matters within the Club's or an RNZ Member Organisation's respective jurisdictions.

**Life Member** means a person who has been granted life membership of the Club.

**Major Transaction** has the same meaning as this term is given in sections 129(2) to (3) of the Companies Act 1993, where the reference to a company means the Club.

**Majority** means a majority (50% +1) of the votes properly cast by those entitled to be, and who are present (in accordance with this Constitution) and entitled to vote.

**Member** means an individual who is a member of the Club and the Applicable RNZ Member Organisations and **Membership** has a corresponding meaning.

**Membership Year** means a period of twelve (12) months which may be a calendar year or such other

twelve (12) month period, as decided by the RNZ Board.

**Misconduct** includes, but is not limited to, conduct (whether in person, online or otherwise) by an individual who:

- a. uses any profane, indecent or improper language at any event, function or activity of the Club, any RNZ Member Organisation or RNZ whilst on the property of the Club, any RNZ Member Organisation or RNZ;
- b. engages in offensive or insulting behaviour towards the Club, any RNZ Member Organisation, RNZ, or any individual acting for or on behalf of the Club, at any time or place.
- c. has breached any rule or provision of:
  - i. this Constitution, or the constitutions of any RNZ Member Organisation or RNZ;
  - ii. any Club Regulation or any regulation, bylaw or other rule (however described) of any RNZ Member Organisation or RNZ;
  - iii. any policies or procedures of the Club, a RNZ Member Organisation or RNZ;
  - iv. any reasonable directions of the Club, a RNZ Member Organisation or RNZ, (or individual authorised on their behalf); or
- v. any decision of a General Meeting, the Committee, a Hearing Body, or any decision of any equivalent bodies of the Club.
- d. has acted in a manner which brought, or could bring the Club, any RNZ Member Organisation or RNZ, into disrepute.
- e. has acted in a manner unbecoming of a member, or which is prejudicial to the Purposes of the Club and/or the purposes of a RNZ Member Organisation or RNZ; or
- f. has damaged the right or interests of the Club or the rights of interests of Members generally.

**Officers** means the President, Committee Members, Head Coach, and any other individual defined as an Officer under the Act and **Officer** means any one of the Officers.

**Participate in Rowing** means to compete, participate or otherwise be involved in any capacity in any activities, events, regattas, functions or meetings of the Club, any RNZ Member Organisation, or RNZ including as a rower, coach, manager, volunteer, official, board or committee member, parent/guardian, administrator, or student.

**Regulations** and **Club's Regulations** means any rules, regulations, by-laws, directives, codes, standing orders, policies or procedures adopted by the Committee pursuant to this Constitution.

**Resolution Outside of a Meeting** means a decision of the Voting Members made in the manner described in Rule 10.23 and **Resolutions Outside of Meetings** has the same meaning.

**Reviewer** means a person independent of the Club who is a qualified auditor under the Financial Reporting Act 2013.

**RNZ** means Rowing New Zealand Incorporated (#217284), formerly known as the New Zealand Rowing Association Incorporated or **NZRA**, and prior to that, known as the New Zealand Amateur Rowing Association or **NZARA**; and where relevant, includes its officers, board members, employees, contractors and agents.

**RNZ Board** means the governing body of RNZ as defined in the RNZ Constitution.

**RNZ Member Organisation** means the organisations which are members of RNZ as defined in the RNZ Constitution i.e. Member Associations, Member Clubs, Member Schools, Member University Organisations and Affiliate Members.

**Rowing** means the sport of rowing in all forms (including but not limited to flatwater rowing, para rowing, coastal rowing, and indoor rowing).

**Rules** means the rules in this Constitution, or other rules, codes, standards, resolutions, decisions, policies and procedures made by the Committee or the boards of the Applicable RNZ Member Organisations, as applicable.

**Rules of Rowing** means the rules regulating Rowing in New Zealand for regattas and events in which rowing is undertaken and which are decided in accordance with the RNZ Constitution; and includes any local clauses permitted for certain regattas in the Rules of Racing.

**Special Majority** means a motion or resolution passed by two-thirds (2/3rd) (rounded up to the nearest whole number) of the votes properly cast by Voting Members present and entitled to vote at a General Meeting, or Committee Members at a Committee meeting, (as applicable).

**23.1 Interpretation:** In this Constitution:

- a. words using the singular includes the plural and vice-versa;
- b. any reference to legislation includes any secondary legislation, statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendment to, re-enactment of, or replacement of that legislation;
- c. any agreement includes that agreement as modified, supplemented, novated or substituted from time to time;
- d. any obligation not to do something includes an obligation not to suffer, permit, or cause that thing to be done;
- e. a reference to an individual means a natural person and includes the legal and personal representatives, successors and permitted assignees of that person;
- f. a reference to a person includes bodies corporate, unless stated otherwise;
- g. references to periods of time or notices, exclude the days on which they are given;
- h. headings and the contents page are for reference only and are to be ignored in interpreting this Constitution; and

- i. a reference to “in writing” includes words visibly represented, copied or reproduced including by email or online.

#### **23.2 Notices:**

- a. Subject to any other notice provision in this Constitution, any notice or other communication required to be given under this Constitution shall be in writing and will be given as follows:
    - i. if to a Member, to the address (which may include physical, email or other address) specified in their Contact Details; or
    - ii. if to the Club, to [insert email] or by post to the Club’s registered office set out on the Register of Incorporated Societies.
  - b. A notice is deemed to have been received:
    - i. if given by post, when left at the address of an individual or five (5) working Days (as defined in the Legislation Act 2019) after being put in the post;
    - ii. if given by email upon production of a physical copy of the email detailing the time and the date the email was sent (provided that the sender does not receive any "out of office" auto-reply or other indication of non-receipt); or
    - iii. if posted on the Club’s website; at the date and time it is posted;
- provided that any notice or communication received, deemed received or posted after 5pm on a working Day, or on a day which is not a working Day, will be deemed not to have been received until the next working Day.