# CONSTITUTION

# OF

# WHITFORD PONY CLUB INC.

# WHITFORD PONY CLUB CONSTITUTION

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# Whitford Constitution

## 1. Definitions and interpretation

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

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

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

**Bylaws** means any bylaws, policies, regulations and codes of the Club made under clause 13.

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

**Committee** means the Club's governing body.

**Committee Member** means a member of the Committee.

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

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

**Diversity, Equity and Inclusion** means ensuring fair and equitable opportunities are available to everyone to participate in sport and recreation irrespective of age, ability, ethnicity, gender, national origin, race, religion, sexual orientation, beliefs, or socio-economic status.

**General Meeting** means an AGM or SGM of the Club.

**Interested** has the meaning given in section 62 of the Act.

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

**Member** means each person who for the time being is a member of the Club and includes all classes of members described in clause 4.3.

**NZPCA** means the New Zealand Pony Club Association Incorporated.

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

**Ordinary Resolution** means a resolution passed by a majority of votes cast.

**Region** means a group of clubs with an interest in Pony Club events and activities that meets the requirement for membership set out in clause 4.5

**Season** means the general Pony Club annual operational dates as defined in the NZPCA Bylaws.

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

**Special Resolution** means a resolution passed by a 75% majority of votes cast.

**Working Day** has the meaning given to that term under the Legislation Act 2019.

**Interpretation:** Unless the context otherwise requires:

(a) Words referring to the singular include the plural and vice versa.

(b) Clause headings are for reference only.

(c) Expressions referring to writing include references to words visibly represented, copied, or reproduced, including by email.

(d) Reference to a person includes any other entity or association recognised by law and vice versa and any reference to a particular entity includes a reference to that entity's successors.

(e) A reference to any 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.

(f) All periods of time or notice exclude the days on which they are given.

1.2 **Notices**: Subject to any other notice requirements in this Constitution, any notice or other communication given under this Constitution must be in writing and will be given to:

(a) a Member if delivered by hand to the Member or sent to the address set out in their Contact Details;

(b) the Club if sent to Whitfordponyclub@gmail.com or by post to the Club's registered office set out on the Register of Incorporated Societies.

1.3 **Receipt of notices:** A notice is deemed to have been received:

(a) if delivered by hand, at the time of delivery;

(b) if given by post, when left at the address of that party or five Working Days after being put in the post; or

(c) 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),

provided that any notice or communication received or deemed received 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.

## 2. Club details

2.1 **Name:** The name of the society is Whitford Pony Club Incorporated (**Club**).

2.2 **Registered office:** The registered office of the Club is at the place the Committee decides.

2.3 **Contact person:** At its first Committee meeting following an AGM, the Committee must appoint or reappoint at least one, and a maximum of three, persons to be the contact person, subject to those persons meeting the eligibility criteria set out in the Act. The Committee must advise the Registrar of Incorporated Societies of any change in the contact person or their Contact Details.

## 3. Purpose and powers

3.1 **Purpose:** The purposes of the Club are to:

(a) be a member of New Zealand Pony Club Association (NZPCA)

(b) be a member of the NZPCA Region as defined and determined by NZPCA;

(c) promote, develop, foster and administer equestrian, mainly as an amateur sport for the well-being, benefit and recreation of the general public in New Zealand/Aotearoa;

(d) have purposes that are consistent with the NZPCA Constitution;

(e) promote the proper welfare, education, and care of all horses participating in Pony Club events and activities;

(f) promote the health and safety of all participants in Pony Club events and activities;

(g) facilitate activities and educational opportunities to enable and enhance the participation, enjoyment and performance of members in Pony Club events and activities;

(h) support the development of Members, including the relevant training, education and development of the Members, including officials, coaches, team managers and volunteers.

3.2 **Capacity and powers:** The Club has, both within and outside New Zealand, full capacity, rights, powers and privileges to carry on or undertake any activity, do any act, or enter into any transaction, subject to this Constitution, NZPCA Bylaws, the Act, any other legislation, and the general law. The Club does not have the power to alter this constitution without the approval of NZPCA.

## 4. Members

4.1 **Application:** An application to become a Member (**Application**) must be in the form required by the Committee. All Applications are decided by the Committee or its delegate. Applications for membership can only be declined if approved by NZPCA. A person becomes a Member when their Application has been accepted and they have paid the required membership fees and satisfied any other preconditions.

4.2 **Member consent:** A person or entity consents to become a Member by submitting an Application to the Club, unless otherwise specified in this Constitution.

4.3 **Members:** The Members of the Club are:

(a) Youth Member;

(b) Parent / Guardian Member;

(c) Adult Member;

(d) Casual Member;

(e) Horsemasters Member; and

(f) any other categories of member as NZPCA determines.

4.4 **Life Members:** Life Membership may be granted in recognition and appreciation of outstanding service by an individual to the Club. Any Member may nominate an individual to become a Life Member by giving notice to the Committee setting out the grounds for the nomination. The Committee must then determine whether the nomination should be forwarded to a General Meeting for determination by the Members. A person may only be elected as a Life Member by a Special Resolution at a General Meeting. A person consents to becoming a Life Member on acceptance of their life membership. Life Members have such rights and benefits as determined by the Committee.

4.5 **Member rights and obligations:** Members acknowledge and agree that:

(a) they are bound by, and will comply with, this Constitution and the Bylaws, and to the extent they apply, the rules, procedures or policies of NZPCA and the Club's Region;

(b) they are entitled to all rights and entitlements granted by this Constitution or as determined by the Committee;

(c) to receive, or continue to receive or exercise member rights, they must meet all the member requirements set out in this Constitution and the Bylaws or as otherwise set by the Committee, including payment of any membership or other fees within the required time period;

(d) if they fail to comply with sub-clause (c) the Committee may terminate their membership, but the Member continues to be bound by this Constitution;

(e) they do not have any rights of ownership of, or the automatic right to use, the Club's property; and

(f) they will promote the interests and purposes of the Club and must not do anything to bring the Club into disrepute.

4.6 **Suspension of Member:** If a Member is, or may be, in breach under clause 4.5, and the Committee believes it is in the best interests of the Club to do so, the Committee may suspend the Member until final determination of the matter under the dispute resolution process applicable to the matter. Before imposing any suspension, the Member must be given notice of the suspension.

4.7 **Suspension of Member rights:** Unless otherwise determined by the Committee, while a Member is suspended the Member is not entitled to attend, speak or vote at a General Meeting or to any other rights or entitlements as a Member and is not entitled to continue to hold office in any position within the Club, until such time as the alleged breach is resolved or determined.

4.8 **Ceasing to be Member:** A Member ceases to be a Member:

(a) on death;

(b) by giving notice to the Committee of their resignation;

(c) if their membership is terminated under clause 4.5(d);

(d) if their membership is terminated following a dispute resolution process or such other process set out or referred to in this Constitution or under the NZPCA Bylaws.

4.9 **Consequences of ceasing to be a Member:** A Member who ceases to be a Member:

(a) remains responsible to pay all their outstanding membership and other fees to the Club;

(b) must return all the Club's property if required;

(c) ceases to be entitled to any rights of a Member.

4.10 **Membership fees:** The Committee will decide any membership and other fees payable by Members and the due date for those fees. The Committee may determine different levels of membership fees and other fees for different types of Members.

4.11 **Member register:** The Committee will keep an up-to-date Member register, which includes each Member's name, Contact Details and the date they became a Member. A Member must provide notice to the Club of any change to their Contact Details. The Member register will be updated as soon as practicable after the Committee becomes aware of changes of the information recorded in the Member register. The Committee will keep a record of those who have ceased to be a Club member within the previous 7 years and the date on which they ceased to be a member. This register must comply with the register as determined by NZPCA.

4.12 **Minimum number of members:** A club must maintain a minimum of ten (10) active members.

## 5. General Meetings

5.1 **AGM:** An AGM must be held once a year at the time, date and place as the Committee decides, but not more than 6 months after the balance date of the Club and not more than 15 months after the previous AGM

5.2 **Notice of AGM:** The Members must be given at least 14 days notice of the AGM. Notice to Members of an AGM may be given by posting on the Club's website or appropriate social media page.

5.3 **Business of AGM:** The following business will be discussed at the AGM:

(a) confirmation of the minutes of the previous AGM;

(b) the Committee's presentation of the following information during the most recently completed accounting period:

(i) the annual report;

(ii) the annual financial statements;

(iii) the review report of the financial statements if required by the NZPCA Bylaws;

(iv) notice of any disclosures of conflicts of interest made by Officers (including a brief summary of the Matters, or types of Matters, to which those disclosures relate);

(c) the election of the President, Secretary, Treasurer and other Committee Members;

(d) consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM;

(e) consideration of any other items of business that have been properly submitted for consideration at the AGM.

5.4 **Notice of proposed motions:** Members must give notice of any proposed motions and other items of business to the Club at least 7 days before the date of the AGM.

5.5 **Notice of agenda:** Notice of the agenda containing the business to be discussed at the AGM must be sent to all persons entitled to attend the AGM at least 5 days before the date of the AGM. No additional items of business can be voted on other than those set out in the agenda, but the Members present may agree by Special Resolution to discuss any other items.

5.6 **Calling of SGM:** The Committee must call a SGM if it receives a written request stating the purpose of the SGM from the Committee itself or by 75% of Members.

5.7 **Notice of SGM:** Members must be given at least 16 days notice of the SGM, unless the Committee, in its discretion, decides that the nature of the SGM business is of such urgency that a shorter period of notice is to be given to Members. A SGM may only consider and deal with the business specified in the request for the SGM.

5.8 **Method of holding meeting:** A General Meeting may be held by a quorum of people being assembled at the time and place appointed for the meeting, participating by audio link, audio-visual link or other electronic communication or by a combination of those methods.

5.9 **Quorum:** No business may occur at any General Meeting unless a quorum is present at the meeting's start time. The quorum for a General Meeting is 50% of the Members who are entitled to vote, including Members present by casting votes by electronic means. The quorum must always be present during the General Meeting.

5.10 **No quorum at AGM:** If a quorum is not met within 30 minutes of the AGM's scheduled start time, the AGM is adjourned to a day, time and place set by the chair

of the AGM. If no quorum is met at the further AGM, the Members present, in person or through audio, audio visual link or other electronic communication, 15 minutes after the further AGM's scheduled start time are deemed to constitute a valid quorum.

5.11 **No quorum at SGM:** If a quorum is not met within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled.

5.12 **Control of General Meetings:** The President chairs General Meetings. If that person is unavailable, another Committee Member (appointed by the Committee) will preside. In the absence of both of those persons, the Members present will elect a person to chair the General Meeting.

5.13 **Omissions and irregularities:** The General Meeting and its business will not be invalidated if one or more Members do not receive notice of the meeting. The General Meeting and its business will not be invalidated by an irregularity, error or omission in notices, agendas and papers of the meeting or notice within the required time frame or the omission to give notice to all Members and any other error in the organisation of the meeting if:

(a) the chair of the meeting in their discretion determines that it is still appropriate for the meeting to proceed despite the irregularity, error, or omission; and

(b) a motion to proceed is put to the meeting and a majority, of two-thirds of votes cast, is obtained in favour of the motion to proceed.

5.14 **Attendance:** Members and any other persons invited by the Committee are eligible to attend and speak at General Meetings.

5.15 **Voting:** The only Members entitled to vote at a General Meeting are Youth Members over 18 years of age, Parent / Guardian Members of Youth Members under 18 years of age, and Life Members. Each of these Members is entitled to exercise one vote on any motion at a General Meeting.

5.16 **Voting by electronic means:** Voting by electronic means is permitted.

5.17 **Conduct of voting:** Voting is conducted by voices or a show of hands as determined by the chair of the meeting, unless a secret ballot is called for and approved by the chair or ordinary resolution of the Members or as otherwise required under this Constitution.

5.18 **Minutes:** Minutes must be kept of all General Meetings.

5.19 **Resolution:** An Ordinary Resolution of Members at a General Meeting is sufficient to pass a resolution, except as specified in the Act or this Constitution.

5.20 **Resolution passed in lieu of meeting:** A resolution in writing signed or consented to by email or other electronic means by a 75% majority of 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.

## 6. Committee

6.1 **Functions and powers:** Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution the Committee must manage, direct or supervise the operation and affairs of the Club and has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of the Club.

6.2 **Composition:** The Committee consists of the President, the Secretary, the Treasurer and a minimum of two (2) other persons elected at the AGM.

6.3 **Role of President:** The President will engage in activities agreed with the Committee which may include activities to promote the Club, good relations and communications between Members and the reputation and best interests of the Club, and to preside at Club events. The President cannot hold another role on the Committee.

6.4 **Role of Secretary:** The Secretary will:

(a) attend to all correspondence and keep minutes of General Meetings and Committee meetings and ensure that any subcommittee keeps minutes; 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; and

(c) the Secretary cannot hold another role on the Committee.

6.5 **Role of Treasurer:** The Treasurer will:

(a) receive all money paid to or received by the Club and pay all accounts approved by the Committee. The Committee may delegate levels of payment to the Treasurer by written authority;

(b) invest all funds of the Club in the manner directed by the Committee; and

(c) keep the Club's financial accounts, submit appropriate financial statements at the AGM and undertake other tasks required by the Committee; and

(d) the Treasurer cannot hold another role on the Committee.

6.6 **Election of Committee Members:** Committee Members are elected as follows:

(a) the Committee must call for nominations for any Committee Member positions that are to be vacated at an AGM at least thirty (30) days before the AGM;

(b) nominations for any Committee Member positions must be moved and seconded by members with authority to vote under clause 5.15;

(c) nominations are made in the form decided by the Committee and must be received by the date set by the Committee and if no date is set, at least twenty one (21) days before the AGM;

(d) the Committee must give notice of the nominations to all Members at least fourteen (14) days before the AGM;

(e) 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 Resolution of Members. If a secret ballot is held, two scrutineers must be appointed at the General Meeting to count the votes;

(f) those nominees who have the highest number of votes in their favour to fit the number of vacant positions are declared elected;

(g) if the number of votes for one or more nominees is equal to another nominee, a further vote will be held between the tied nominees;

(h) if there is only one nominee for a vacant position, that person is declared to be elected without the need for a vote.

6.7 **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 or under section 47 of the Act.

6.8 **Disqualification:** The following persons are disqualified from being elected or holding office as a Committee Member:

(a) A person who is an employee of, or independent contractor to, the Club.

(b) A person who is disqualified from being elected or holding office as a Committee Member under section 47 of Act.

(c) A person who has been removed as a Committee Member following a process under this Constitution or any Bylaw.

If an existing Committee Member becomes or holds any position in (a) above then upon their appointment to such a position, they are deemed to have vacated their office as a Committee Member. If any of the circumstances listed in (b) above occur to an existing Committee Member, they are deemed to have vacated their office upon the relevant authority making an order or finding against them of any of those circumstances.

6.9 **Term of office:** The term of office for all Committee Members is one (1) year, expiring at the end of the relevant AGM. A Committee Member may be re-elected to the Committee for a maximum of nine (9) 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.

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

(a) appoint a person of their choice to fill the Casual Vacancy until the expiry of the term of the person they replace; or

(b) appoint a person of their choice to fill the Casual Vacancy only until the next AGM, at which a person is elected to fill the remainder of the term of the Casual Vacancy; or

(c) may leave the Casual Vacancy unfilled until the next AGM, at which a person is elected to fill the remainder of the term of the Casual Vacancy.

6.11 **Suspension of Committee Member:** If any Committee Member is or may be the subject of an allegation, notice or charge described under clause 6.8 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 Special Resolution suspend the Committee Member from the Committee and set conditions as it requires pending the final determination of the allegation, notice, charge or circumstances. Before imposing any suspension, the Committee Member must be given notice of the suspension.

6.12 **Removal of Committee Member:**

(a) The Committee may, by Special Resolution, remove any Committee Member from the Committee before the expiry of their term of office if the Committee considers the Committee Member concerned:

(i) has seriously breached duties under this Constitution or the Act; or

(ii) is no longer a suitable person to be a Committee Member.

(b) The Committee Member who is the subject of the motion is counted for the purpose of reaching a quorum but will not participate in the vote on the motion.

(c) Before considering a motion for removal, the Committee Member who is the subject of the motion must be given:

(i) notice that a Committee meeting is to be held to discuss the motion to remove the Committee Member; and

(ii) adequate time to prepare a response; and

(iii) the opportunity prior to the Committee meeting to make written submissions; and

(iv) the opportunity to be heard at the Committee meeting.

6.13 **Committee Member ceasing to hold office:** A person ceases to be a Committee Member if:

(a) their term expires;

(b) the person resigns by delivering a signed notice of resignation to the Committee;

(c) the person is removed from office under this Constitution;

(d) the person becomes disqualified from being an officer under section 47(3) of the Act;

(e) the person dies.

## 7. Committee meetings

7.1 **Calling meetings:** Committee meetings may be called at any time by the Chair or by 50% of the Committee Members, but generally the Committee meets quarterly.

7.2 **Meeting procedure:** Except to the extent specified in the Act or this Constitution, the Committee may regulate its own procedure.

7.3 **Quorum:** The quorum for a Committee meeting is 50% of the Committee Members. Any Committee Member may be counted for the purposes of a quorum, participate in any 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 communication provided that all persons participating in the Committee meeting can hear each other effectively and simultaneously.

7.4 **Chair:** The President will chair Committee meetings. If the President is unavailable, another Committee Member must be appointed by the Committee to undertake the Chair's role during the period of unavailability.

7.5 **Voting:** Each Committee Member has one vote. Voting is by voices or on request of any Committee Member by a show of hands or by a ballot. Proxy and postal votes are not permitted. Voting by electronic means is permitted. If there is an equality of votes, the Chair does not have a casting vote.

7.6 **Resolution in writing:** A resolution in writing signed or consented to by email or other electronic means by a majority of Committee Members is valid as if it had been passed at a Committee meeting. Any resolution may consist of several documents in the same form each signed by one or more Committee Members.

## 8. Officers' Duties

An Officer:

(a) when exercising powers or performing duties as an Officer, must act in good faith and in what the Officer believes to be the best interests of the Club;

(b) must exercise a power as an Officer for a proper purpose;

(c) must not act, or agree to the Club acting, in a manner that contravenes the Act or this Constitution;

(d) when exercising powers or performing duties as an Officer, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances, taking into account, but without limitation the nature of the Club, the nature of the decision and the position of the Officer and the nature of the responsibilities undertaken by them;

(e) must not agree to the activities of the Club being carried on in a manner likely to create a substantial risk of serious loss to the Club's creditors or cause or allow the activities of the Club to be carried on in a manner likely to create a substantial risk of serious loss to the Club's creditors;

(f) must not agree to the Club incurring an obligation unless the Officer believes at that time on reasonable grounds that the Club will be able to perform the obligation when it is required to do so; and

(g) when exercising powers or performing duties as an Officer, may rely on reports, statements, and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:

(i) an employee whom the Officer believes on reasonable grounds to be reliable and competent in relation to the matters concerned;

(ii) a professional adviser or expert in relation to matters that the officer believes on reasonable grounds to be within the person's professional or expert competence; or

(iii) any other Officer or subcommittee of Officers on which the Officer did not serve in relation to matters within the Officer's or subcommittee's designated authority,

if the Officer, acts in good faith, makes proper inquiry where the need for inquiry is indicated by the circumstances, and has no knowledge that the reliance is unwarranted.

## 9. Interests

9.1 **Register of interests:** The Committee must keep a register of interest disclosures made by Officers.

9.2 **Duty to disclose interest:** An Officer who is Interested in a Matter 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.

9.3 **Consequences of being Interested:** A Committee Member who is 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;

(d) may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.

9.4 **Calling of SGM:** Despite clause 9.3, if 50% or more Committee Members are Interested in a Matter, an SGM must be called to consider and determine the Matter.

9.5 **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.

## 10. Patrons

A person may be invited by the Committee to be a Patron to show their support for the Club and to help establish or maintain public credibility of the Club. A Patron is entitled to attend and speak at General Meetings but has no right to vote.

## 11. Finances

11.1 **Control and management of finances:** The funds and property of the Club are controlled, 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 clause 3.

11.2 **Balance date:** The Club's balance date is 31st March or on the date as the Committee decides.

11.3 **No personal benefit:** The Officers and Members may not receive any distributions of profit or income from the Club. This does not prevent Officers or Members:

(a) receiving reimbursement of actual and reasonable expenses incurred, or

(b) entering into any transactions with the Club for goods or services supplied to or from them, which are at arms' length, relative to what would occur between unrelated parties,

provided no Officer or Member is allowed to influence any such decision made by the Club in respect of payments or transactions between it and them, their direct family or any associated entity.

## 12. Amendments

12.1 **Amendments:** This Constitution may only be amended or replaced by Special Resolution of Members at a General Meeting.

12.2 **No amendment:** No addition to, deletion from or alteration of this Constitution may be made which would allow personal pecuniary profits to any individuals.

## 13. Bylaws and Integrity

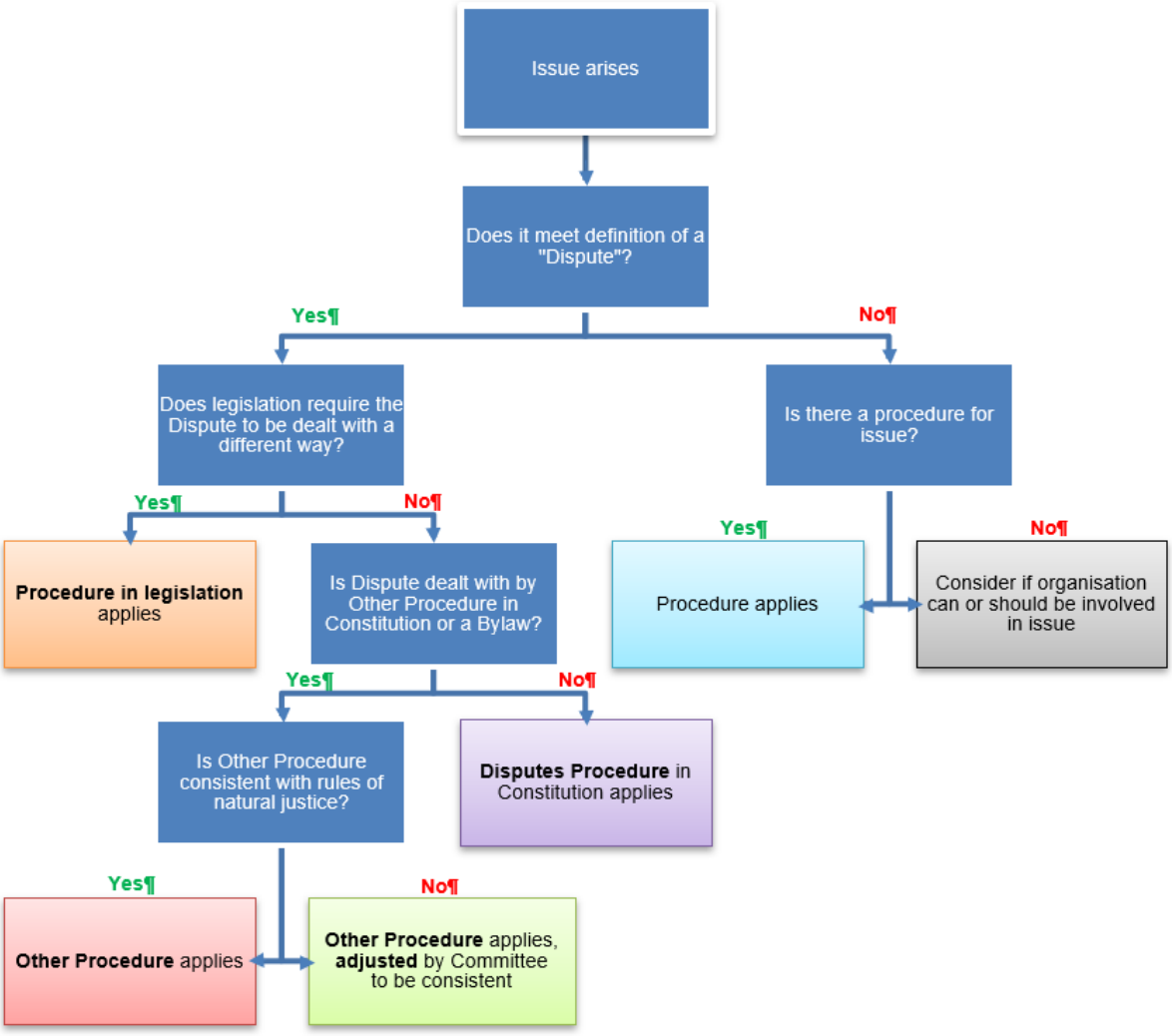
13.1 **Bylaws:** The Committee may make and amend Bylaws for the conduct and control of the Club's activities and codes of conduct applicable to Members. Any Bylaw must be consistent with this Constitution, the Club's purposes set out in clause 3, the Bylaws issued by NZPCA, the Act and any other laws. All Bylaws are binding on the Club and the Members. The making, amendment, revocation, or replacement of a Bylaw is not an amendment of this Constitution.

13.2 **Definition:** In this clause 13.2 **Integrity Code** means an integrity code issued by the Integrity Sport and Recreation Commission under section 19 of the Integrity Sport and Recreation Act 2023.

13.3 **Integrity Code binding:** If NZPCA adopts an Integrity Code, the Club agrees to the application of the Integrity Code to it and agrees to be bound by it.

13.4 **Application to Members:** If NZPCA adopts an Integrity Code, all Members of the Club agree to the application of the Integrity Code to them and agree to be bound by it.

## 14. Dispute resolution




14.1 **Definitions:** In this clause 14:

(a) **Dispute** means a disagreement or conflict between and among any one or more Members, any one or more Officers and the Club, that relates to an allegation that:

(i) a Member or an Officer has engaged in misconduct; or

(ii) a Member or an Officer has breached, or is likely to breach, a duty under this Constitution or the Act; or

(iii) the Club has breached, or is likely to breach, a duty under this Constitution or the Act; or

(iv) a Member's rights or interests as a member have been damaged or Members' rights or interests generally have been damaged;

(b) **Disputes Procedure** means the procedure for resolving a Dispute set out in clauses 14.5 to 14.13;

(c) a **Member** is a reference to a Member acting in their capacity as a Member;

(d) an **Officer** is a reference to an Officer acting in their capacity as an Officer.

14.2 **Application of other legislation to a Dispute:** The Disputes Procedure will not apply to a Dispute to the extent that other legislation requires the Dispute to be dealt with in a different way. The Disputes Procedure will have no effect to the extent that it contravenes, or is inconsistent with, that legislation.

14.3 **Application of other procedures under this Constitution or in a Bylaw:**

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

(b) If the conduct, incident, event or issue does not meet the definition of a Dispute and is managed by any Other Procedure, that Other Procedure applies to the exclusion of the Disputes Procedure.

14.4 **Application of the Disputes Procedure:** If the Dispute is not required by other legislation to be dealt with in a different way and it is not dealt with by any Other Procedure, the Disputes Procedure applies to the Dispute.

***Disputes Procedure***

14.5 **Raising a complaint:**

(a) A Member or an Officer may start the Disputes Procedure (a **Complaint**) by giving written notice to the Committee setting out:

(i) the allegation to which the dispute relates and who the allegation is against; and

(ii) any other information reasonably required by the Club.

(b) The Club may make a Complaint involving an allegation against a Member or an Officer by giving notice to the person concerned setting out the allegation to which the Dispute relates.

(c) The information given must be enough to ensure a person against whom the Complaint is made is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.

14.6 **Investigating and determining Disputes:** Unless otherwise provided, the Club must as soon as is reasonably practicable after receiving or becoming aware of a Complaint, ensure the Dispute is investigated and determined. Disputes must be dealt with in a fair, efficient, and effective manner.

14.7 **Decision to not proceed with a matter:** Despite the contents of the Disputes Procedure, the Club may decide not to proceed with a matter if:

(a) the Complaint is trivial; or

(b) the Complaint does not appear to disclose or involve any allegation of the following kind:

(i) any material misconduct; or

(ii) any material breach or likelihood of material breach of a duty under this Constitution or the Act; or

(iii) any material damage to a Member's rights or interests or Members' rights or interests generally; or

(c) the Complaint appears to be without foundation or there is no apparent evidence to support it; or

(d) the person who makes the Complaint has an insignificant interest in the matter; or

(e) the conduct, incident, event, or issue giving rise to the Complaint has already been investigated and dealt with under this Constitution; or

(f) there has been an undue delay in making the Complaint.

14.8 **Complaint may be referred:** The Club may refer a Complaint to:

(a) a hearing body or person authorised, delegated or appointed by the Committee to hear and resolve Disputes, and includes an arbitral tribunal (**Hearing Body**); or

(b) a subcommittee or an external person to investigate and report; or

(c) any type of consensual dispute resolution with the consent of all parties to the Complaint.

14.9 **Hearing Body:** The Committee may determine the composition, jurisdiction, functions and procedures of, and any sanctions which can be imposed by, any Hearing Body. Each Hearing Body has delegated authority by the Committee to resolve, or assist to resolve, Complaints.

14.10 **Bias:** An individual may not be part of a Hearing Body in relation to a Complaint if two or more members of the Committee or of the Hearing Body consider there are reasonable grounds to believe that the individual may not be:

(a) impartial; or

(b) able to consider the matter without a predetermined view.

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

(a) The Member or Officer has a right to be heard before the Complaint is resolved or any outcome is determined. If the Club makes a Complaint, the Club has a right to be heard before the Complaint is resolved or any outcome is determined, and a Committee Member may exercise that right on behalf of the Club.

(b) A Member or Officer or the Club must be taken to have been given the right if:

(i) the Member or Officer or the Club has 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 Hearing Body considers that an oral hearing is needed to ensure an adequate hearing; and

(iii) an oral hearing, if any, is held before the Hearing Body; and

(iv) the Member's or Officer's or the Club's written statement or submission, if any, are considered by the Hearing Body.

14.12 **Respondent's right to be heard:** The Member or Officer who, or the Club which, is the subject of the Complaint (**Respondent**) has a right to be heard before the Complaint is resolved or any outcome is determined. If the Respondent is the Club, a Committee Member may exercise the right on behalf of the Club. A Respondent must be taken to have been given the right if:

(a) 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

(b) the Respondent has a reasonable opportunity to be heard in writing or at an oral hearing, if one is to be held; and

(c) an oral hearing is held if the Hearing Body considers that an oral hearing is needed to ensure an adequate hearing; and

(d) an oral hearing, if any, is held before the Hearing Body; and

(e) the Respondent's written statement or submissions, if any, are considered by the Hearing Body.

14.13 **Appeals:** Appeals may be made to the Club's Region per the Region's dispute process. Appeals must be made in writing within 14 days of the decision and in line with NZPCA bylaws.

## 15. Liquidation and removal

15.1 **Notice:** The Committee must give notice to all Members at least 20 Working Days of a proposed motion:

(a) to appoint a liquidator;

(b) to remove the Club from the Register of Incorporated Societies; or

(c) for the distribution of the Club's surplus assets.

The notice must comply with section 228 of the Act and include details of the General Meeting at which the proposed motion is to be considered.

15.2 **Special Resolution:** Any resolution for a motion set out in clauses 15.1(a) to (c) must be passed by a Special Resolution of Members.

15.3 **Surplus assets:** The surplus assets of the Club, after the payment of all costs, debts and liabilities, must be disposed of to other NZPCA member organisations that share similar purposes to the Club.

## 16. Matters not provided for

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

## 17. Transition

17.1 **Transition:** This clause 17 applies to facilitate transition of the Club from the previous rules to this Constitution. If this clause is inconsistent with any other clause in this Constitution, this clause applies to the extent of the inconsistency and the other clause will not.

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

17.3 **Transition of Committee Members:**

(a) Committee Members appointed under the previous rules continue in their roles under this Constitution.

(b) The number of terms served under the previous rules do not count towards any maximum number of terms in this constitution.