



**CONSTITUTION
OF
LAKE CITY ATHLETIC CLUB INCORPORATED**

Under the Incorporated Societies Act 2022

Lake City Athletic Club Incorporated Constitution

1. Definitions and interpretation

1.0 **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.

Executive Committee means the Club's governing body.

Executive Committee Member means a member of the Executive Committee.

Club means Lake City Athletic Club Incorporated.

Constitution means this Constitution, which will take effect from the date the Club re-registers under the Act.

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

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.

Natural Justice means without bias, to act fairly, to ensure the accused receives a fair hearing.

Officer means a person on the Executive Committee 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.

Policies means policies or codes of conduct made for the Club pursuant to clause 13.

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 and excludes the day observed as the anniversary in Bay of Plenty.

1.1 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.

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:

- (g) a Member if delivered by hand to the Member or sent to the address set out in their Contact Details;
- (h) the Club if emailed to admin@lakecity.co.nz or by post to the Club's registered office set out on the Register of Incorporated Societies.

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

- (i) if delivered by hand, at the time of delivery;
- (j) if given by post, when left at the address of that party or five Working Days after being put in the post;
- (k) 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

2.0 **Name:** The name of the society is Lake City Athletic Club Incorporated.

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

2.2 **Contact Person:** At its first Executive Committee meeting following an AGM, the Executive 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 Executive Committee must advise the Registrar of Incorporated Societies of any change in the contact person or their contact details within 20 Working Days of such change.

3. Purpose

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

- (a) Promote and encourage, sponsor and develop, athletics in Rotorua and surrounding districts, including competitions, events and social activities.
- (b) Co-operate with any other club or association that has a similar purpose to the Club.
- (c) Protect the integrity of athletics and the Club by developing and enforcing standards of conduct and ethical behaviour and implementing good governance.
- (d) Use the funds of the Club in such a manner as may be considered necessary to carry out the Purpose of the Club and support the interests of its Members.

4. **Members**

4.0 **Applying to become a Member:** Members must complete the online membership registration portal, include their personal details, pay the required membership fee (if any) and confirm their consent to becoming a Member in the category of membership they have selected.

4.1 **Membership acceptance:** The Executive Committee may accept or decline an applicant's application to become a Member, in its sole discretion, provided the applicant is advised of the Executive Committee's decision.

4.2 **Members:** The Club will have a minimum of 10 Members, as required under the Act. The classes of Membership of the Club include:

- (a) **Ordinary members** who have attained the age of 15 years who wish to become members for the purpose of competing as registered athletes.
- (b) **Associate members** who do not wish to be registered athletes but become associated with the Club activities including participation in athletic events organised by the Club, other than inter-Club or centre events. Associate Members shall be entitled to the privileges of Ordinary Members as from time to time ruled by the Executive Committee.
- (c) **Young person members** are Members under 15 years old. Young Person Members shall be entitled to all the privileges of Ordinary Members with the exception that no Young Person Member may vote at any General Meeting, nor be entitled to hold any office, nor be a member of the Executive Committee or any subcommittee.
- (d) **Life members** may be elected at any Annual General Meeting in honour of their service and sacrifice to the Club. Each Life Member nominee shall be proposed and seconded by two Members and such nomination shall be in the hands of the Secretary at least 14 days before the Annual General Meeting and the Secretary providing Members with no less than 7 days' notice of such nominees. The election for Life Members shall be by ballot at which the proposed Life Member must receive at least 75% majority of the votes cast. Life Members shall be entitled to all the privileges of Ordinary Members and shall be qualified to hold any office of the Club but shall not be required to pay any membership subscription fee.
- (e) **Any other** categories of member as the Executive Committee determines.

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

- (a) Members must provide the Club with their full name and Contact Details upon registering as a Member and immediately notify the Executive Committee if they change their name or Contact Details.
- (b) Members are bound by, and will comply with, this Constitution, any Policies of the Club, the Act and another other relevant legislation;
- (c) No Member is liable for any obligation of the Club by reason only of being a Member.
- (d) Members do not have any rights of ownership of, or the automatic right to use, the Club's property; and

- (e) Members will promote the Purposes of the Club and must not do anything to bring the Club into disrepute.
- 4.4 **Suspension of Member:** If a Member is, or may be, in breach under clause 4.3, and the Executive Committee believes it is in the best interests of the Club to do so, the Executive Committee may suspend the Member until final determination of the matter under the dispute resolution process provided in this Constitution. Before imposing any suspension, the Member must be given notice of the suspension.
- 4.5 **Suspension of Member rights:** Unless otherwise determined by the Executive 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.
- 4.6 **Ceasing to be Member:** A Member ceases to be a Member
 - (a) on death;
 - (b) by giving notice to the Executive Committee of their resignation;
 - (c) if their membership is terminated following a dispute resolution process.
- 4.7 **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.
- 4.8 **Membership fees:** The Executive Committee will vote on the membership and other fees payable by Members including the due date for those fees. The membership fees shall then be fixed by Ordinary Resolution at the Annual General Meeting and the Executive Committee will notify all Members of the membership fees agreed to at the Annual General Meeting for the new financial year.
- 4.9 **Member register:** The Executive 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 Executive Committee becomes aware of changes of the information recorded in the Member register. The Executive 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.

5. General Meetings

- 5.0 **AGM:** An AGM must be held once a year at the time, date and place as the Executive 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.
- 5.1 **Notice of AGM:** Members must be given at least two weeks' notice of the AGM. Notice to Members of an AGM will be given electronically through a combination of the Club's Facebook page, the weekly "Guff Sheet", email.
- 5.2 **Business of AGM:** The following business will be discussed at the AGM:

- (a) confirmation of the minutes of the previous AGM
 - (b) reports from the most recently completed accounting period including annual report, annual financial statements, auditors report, notice of disclosures of conflicts of interest
 - (c) the election of a Patron, a President, Vice-President, Secretary, Treasurer, Club Captain, Children's Co-Ordinator and up to 6 other Executive Committee Members
 - (d) membership fees for the following financial year
 - (e) consideration of any motions proposing to amend this Constitution
 - (f) consideration of any other items of business that have been properly submitted for consideration at the AGM.
- 5.3 **Notice of proposed motions:** Members must give notice of any proposed motions and other items of business to the Club at least two weeks before the date of the AGM.
- 5.4 **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 two weeks 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.
- 5.5 **Calling of SGM:** The Executive Committee must call an SGM if it receives a written request stating the purpose of the SGM from the Executive Committee or by seven Members.
- 5.6 **Notice of SGM:** Members must be given at least two weeks' notice of an SGM, unless the Executive 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. An SGM may only consider and deal with the business specified in the request for the SGM.
- 5.7 **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. General Meetings may only be held by audio link, audio-visual link or other electronic communication means at the discretion of the Chair.
- 5.8 **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 12 Members or 15% of Members eligible to vote (whichever is the lower). The quorum must always be present during the General Meeting.
- 5.9 **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 15 minutes after the further AGM's scheduled start time are deemed to constitute a valid quorum.
- 5.10 **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.
- 5.11 **Control of General Meetings:** The President chairs General Meetings. If the President is unavailable, another Executive Committee Member (appointed by the Executive Committee) will preside. In the absence of both of those persons, the Members present will elect a person to chair the General Meeting.
- 5.12 **Omissions and irregularities:** A General Meeting and its business will not be invalidated if one or more Members do not receive notice of the meeting nor if there is any irregularity, error or omission in notices, agendas and papers. The chair in their sole discretion may determine that

it is still appropriate for the General Meeting to proceed, despite the irregularity, error or omission.

- 5.13 **Attendance:** Members and any other persons invited by the Executive Committee are eligible to attend and speak at General Meetings.
- 5.14 **Voting:** A Member is entitled to exercise one vote on any motion at a General Meeting. The Chair will have a deliberative vote and in the event of a tied vote, a casting vote.
- 5.15 **Voting by proxy:** Proxy voting is not permitted.
- 5.16 **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 as otherwise required under this Constitution.
- 5.17 **Minutes:** Minutes must be kept of all General Meetings.
- 5.18 **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.
- 5.19 **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. **Executive Committee**

- 6.0 **Composition:** The Executive Committee consists of the President, Vice President, Secretary, Treasurer, Club Captain, Children's Co-Ordinator and up to 6 other persons elected at the AGM.
- 6.1 **Role of President:** The President will engage in activities agreed with the Executive 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.
- 6.2 **Role of Vice President:** The Vice President will assist the President in their duties and assumes the President's responsibilities if the President is unable to fill them.
- 6.3 **Role of Secretary:** The Secretary will attend to all correspondence, keep minutes of General Meetings and Executive Committee meetings, ensure that any subcommittee keeps minutes, keep all records and generally perform all the secretarial work of the Club. With the written approval of the Executive Committee, these tasks may be varied or delegated but the Secretary remains responsible for their performance.
- 6.4 **Role of Treasurer:** The Treasurer will receive all monies paid to the Club and pay all accounts approved by the Executive Committee (the Executive Committee may delegate levels of payment to the Treasurer by written authority), invest all funds of the Club in the manner directed by the Executive Committee and keep the Club's financial accounts submitting appropriate financial statements at the AGM.

- 6.5 **Role of Club Captain:** The Club Captain will have responsibility for leading and representing club members, organising activities, and ensuring the club runs smoothly.
- 6.6 **Role of Children's Co-ordinator:** The Children's Co-ordinator will ensure the smooth running of activities for those members under the age of 15, including, recruiting and recommending the appointment of volunteers to roles that suit them for the running of children's activities, providing training and support for volunteers, ensuring suitable conditions and a safe environment are available for the running of children's activities.
- 6.7 **Election of Executive Committee Members:** Every candidate for election on the Executive Committee must be at the time of nomination:
- (a) a current financial member of the Club
 - (b) nominated in writing by a current financial member of the Club and seconded by another current financial member of the Club
 - (c) each nomination must be in the hands of the Secretary before the declaration by the Chairperson that the election of Officers is to commence.
 - (d) If more candidates are nominated than required, scrutineers shall be appointed at the meeting. Scrutineers shall be entitled to vote. Every Member present and entitled to vote may vote for any number of candidates required to be elected. The candidates who receive most votes shall be declared elected and in the event of two or more candidates receiving an equal number of votes for one position, there shall be a re-election with respect to these candidates only. In the event of two or more candidates receiving an equal number of votes in such re-election the Chairperson shall have a second or casting vote and the decision of the Chairperson as to any election shall be final.
- 6.8 **Qualification:** Every Executive Committee Member must, in writing, consent to be an Executive Committee Member and certify that they are not disqualified from being elected or holding office under section 47 of the Act by signing a Declaration and Consent Form.
- 6.9 **Disqualification:** The following persons are disqualified from being elected or holding office as an Executive 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 an Executive Committee Member under section 47 of the Act.
 - (c) A person who has been removed as an Executive Committee Member following a process under this Constitution, the Act or any bylaw.
- If an existing Executive 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 an Executive Committee Member. If any of the circumstances listed in (b) above occur to an existing Executive 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.
- 6.10 **Term of office:** The term of office for all Executive Committee Members is one year, expiring at the end of the relevant AGM. There is no limit to the number of terms that an Executive Committee Member may be re-elected to.
- 6.11 **Casual Vacancy:** If a Casual Vacancy arises, the remaining Executive Committee Members may, in their discretion, appoint a person of their choice to fill the Casual Vacancy until the expiry of the term of the person they replace.

6.12 **Suspension of Executive Committee Member:** If any Executive Committee Member is subject of an allegation, notice or charge or any circumstances which concern the Executive Committee, the Executive Committee may by Special Resolution suspend the Executive Committee Member and set conditions, in its discretion, pending final determination of the allegation, notice, charge or circumstances. Before imposing any suspension, notice must be given of the suspension to the Executive Committee Member.

6.13 **Removal of Executive Committee Member:**

- (a) The Executive Committee may, by resolution, remove any Executive Committee Member from the Executive Committee before the expiry of their term if the Executive Committee considers the Executive Committee Member concerned has seriously breached their duties under this Constitution or the Act or is no longer a suitable person to be an Executive Committee Member. A breach of their duties may include bringing the Club into disrepute, failing to disclose a conflict of interest or where the Executive Committee passes a vote of no confidence in the Executive Committee member.
- (b) The Executive 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 Executive Committee Member who is the subject of the motion must be given:
 - (i) notice that an Executive Committee meeting is to be held to discuss the motion to remove the Executive Committee Member; and
 - (ii) adequate time to prepare a response; and
 - (iii) the opportunity prior to the Executive Committee meeting to make written submissions; and
 - (iv) the opportunity to be heard at the Executive Committee meeting.

6.14 **Executive Committee Member ceasing to hold office:** A person ceases to be an Executive Committee Member if their term expires, the person resigns by giving written notice to the Executive Committee, the person is removed from office under this Constitution, the person becomes disqualified from being an Officer under section 47(3) of the Act, or the person dies.

7. **Powers of the Executive Committee**

7.0 **General:** Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution, the Executive 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

7.1 **Property:** The Executive Committee may purchase, lease or otherwise acquire, hold, manage, demise, let, sell, exchange, improve and deal with any land or property that may be required for the Purpose of the Club.

7.2 **Contracting:** The Executive Committee may enter into negotiations, contracts or agreements including rescinding, varying or executing such negotiations, contracts or agreements and carry out all acts, deals, matters and things in the name of and on behalf of the Club as they consider necessary or that relate to any matter in this Constitution for the Purpose of the Club and which are not, by this Constitution or statute, expressly directed or required to be exercised or determined at a General Meeting.

7.3 **Policies:** The Executive Committee may make and amend Policies for the conduct and control of the Club's activities including codes of conduct applicable to Members. Any Policy must be consistent with this Constitution, the Club's Purposes, the Act and any other relevant legislation. All Policies are binding on the Club and the Members. The making, amendment, revocation, or replacement of a Policy is not an amendment of this Constitution.

7.4 **Uniform:** The Club uniform and colours shall be determined by the Executive Committee.

8. **Executive Committee meetings**

8.0 **Calling meetings:** Executive Committee meetings may be called at any time by the Chair or by 6 Executive Committee Members, but generally the Executive Committee will meet monthly.

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

8.2 **Quorum:** The quorum for an Executive Committee meeting is 6 Executive Committee Members. An Executive Committee Member may be counted for the purposes of a quorum and participate in and vote on any proposed resolution without being physically present if they attend by audio, audio-visual link or other electronic communication, provided that all persons in the meeting can hear each other effectively and simultaneously.

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

8.4 **Voting:** Each Executive Committee Member has one vote. The Chair will have a deliberative vote and in the event of a tied vote, a casting vote. Voting is by voices or upon request of any Executive Committee Member, by a show of hands or by ballot. Proxy and postal votes are not permitted. Voting by electronic means is permitted.

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

9. **Officers' Duties**

9.0 An Officer, when exercising their powers or performing their duties as an Officer:

- (a) must act in good faith, in what the Officer believes to be the best interests of the Club;
- (b) must exercise such power 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) must exercise with the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances, taking into account (but not limited to) 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, 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) may rely on reports, statements, financial data and other information prepared or supplied including professional or expert advice 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;
 - (iii) any other Officer or subcommittee (on which the Officer did not serve) in relation to matters within the Officer's or subcommittee's designated authority

and 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.

10. **Interests**

- 10.0 **Register of interests:** The Executive Committee must keep a register of interests of disclosures made by Officers.
- 10.1 **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 Executive 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.
- 10.2 **Consequences of being Interested:** An Executive Committee Member who is Interested in a Matter:
 - (a) must not vote or take part in a decision of the Executive Committee relating to the Matter, unless all non-interested Executive 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 Executive Committee Members consent;
 - (c) must not take part in any Executive Committee discussion relating to the Matter or be present at the time of the Executive Committee decision, unless all non-interested Executive 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.
- 10.3 **Calling of SGM:** if 50% or more of the Executive Committee are Interested in a Matter then an SGM must be called to consider and determine the Matter.
- 10.4 **Notice of failure to comply:** The Executive Committee must notify Members of their failure to comply with sections 63 or 64 of the Act (duty to disclose an interest) and of any transactions affected, as soon as practicable after becoming aware of the failure.

11. **Patrons**

- 11.0 A person may be invited by the Executive Committee to be a Patron of the Club to show their support for the Club and to help establish or maintain public credibility of the Club. A Patron

may be elected on to the Executive Committee and is also entitled to attend, speak and vote at General Meetings.

12. **Finances**

- 12.0 **Control and management of finances:** The funds and property of the Club are controlled, invested and disposed of by the Executive Committee in a manner that is devoted solely to the promotion of the purposes of the Club, subject to the Act and this Constitution.
- 12.1 **Balance date:** The Club's balance date is 31 March or the date the Executive Committee decides.
- 12.2 **Audit of financial statements:** The Club's financial statements must be audited each year and the audited financial statements must be submitted to the AGM. The auditor will be appointed by the Executive Committee.
- 12.3 **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 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 and relative to what would occur between unrelated parties. These benefits are provided that no Officer or Member is allowed to influence any such decision made by the Club in respect of payments or transactions between the Club and them, their direct family or any associated entity.
- 12.4 **Control and use of funds:**
- (a) All moneys received by or on behalf of the Club shall be paid to the credit of the Club in a bank account or accounts as shall from time to time be fixed by the Executive Committee.
 - (b) All expenditure transactions on the account or accounts shall be signed or authorised by any two of the President, the Vice-President, the Secretary and the Treasurer, or in the event the Secretary and Treasurer is held by one Officer, by that Secretary/Treasurer and one of the other Officers nominated.
 - (c) All expenditure incurred by or on behalf of the Club shall be made with the prior consent of the Executive Committee save for discretionary amounts or types of expenditure which the Executive Committee may from time to time grant to any Member or sub-committee for the purpose of running the affairs of the club.
 - (d) The Members of the Club and each Officer shall be indemnified by the Club from and against all losses and expenses incurred by them in or about the discharge of their respective duties, except for those that occur from their own respective wilful deceit or default.
 - (e) No Member or Officer shall be liable for the acts or omissions of any other Member or Officer through their joining in any act including conformity, receipt or loss happening to the Club unless the same shall be due to his or her own wilful deceit or default.
- 12.5 **Investment of Funds:** The Club may from time to time invest and re-invest in such securities and upon such terms as the Executive Committee shall determine the whole or any part of its funds which shall not be required for the immediate business of the Club.

13. **Amendments**

13.0 **Amendments:** This Constitution may only be amended or replaced by Special Resolution of the Members at a General Meeting and all amendments so approved shall be notified to the Registrar of Incorporated Societies in the form and manner specified in section 30 of the Act and shall take effect from the date of registration.

13.1 **No amendment:** No amendment to this Constitution may be made which would allow personal pecuniary profits to any individuals.

13.2 **Minor or technical amendments:** Minor or technical amendments may be made to this Constitution without Special Resolution at a General Meeting, provided the minor or technical amendments are notified to Members as outlined in section 31 of the Act.

14. **Disputes and complaints**

14.0 **Definitions:** In this clause 14:

(a) **Dispute** also means **Complaint:** a disagreement or conflict between Members or 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) 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 as set out below.

(c) **Member** means a Member acting in their capacity as a Member of the Club;

(d) **Officer** means an Officer acting in their capacity as an Officer of the Club.

14.1 **Application of other agency or legislation to a Dispute:** The Disputes Procedure set out below will apply, regardless if the Dispute is also being investigated by another agency. Any decision reached through the Disputes Procedure seeks to close out the Dispute for the Club.

15. **Disputes and complaints procedure**

15.0 **Natural justice:** all Complaints will be investigated and closed out in a manner that complies with the principles of natural justice, as required under section 39 of the Act. Further guidance for investigating and resolving disputes may be found in Schedule 2 of the Act.

15.1 **Raising a complaint:** anyone may raise a Complaint by giving written notice to the Executive Committee. In every case, the written notice must include who the allegation is against, the details of the allegation including sufficient information to enable the respondent to prepare a response, any other information reasonably required by the Executive Committee.

15.2 **Investigating Disputes:** Unless otherwise determined, the Executive Committee must as soon as reasonably practicable after receiving or becoming aware of a Dispute, ensure the Dispute is investigated and determined. Disputes must be dealt with in a fair, efficient and effective manner that includes the principles of natural justice.

15.3 **Decision to not proceed with a matter:** the Executive Committee may decide not to investigate a Complaint if:

- (a) the Complaint is trivial; or
- (b) the Complaint does not disclose or include an 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 has no foundation or there is no apparent evidence to support it; or
- (d) the person making 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.

15.4 **Complaint may be referred:** The Executive Committee may refer a Complaint to a subcommittee or to an external person such as a lawyer to complete the investigation. In this case, the Executive Committee will give delegated authority to such subcommittee or external person, determine the composition, jurisdiction, functions, procedure and any sanctions which the subcommittee or external person may impose. In addition, the Executive Committee may also refer a Complaint to an alternative dispute resolution process such as mediation or arbitration, provided there is consent of all parties to the Complaint.

15.5 **Impartiality:** An individual may not be part of an investigation if two or more members of the Executive Committee, or subcommittee as the case may be, consider that there are reasonable grounds to believe that the individual concerned may not be impartial or able to consider the Complaint without a predetermined view.

15.6 **Complainant's right to be heard:** the complainant has the right to be heard before the Complaint is resolved or any outcome determined, this may include the complainant attending an oral hearing if the investigator considers that an oral hearing is needed to ensure the allegations are properly understood and that they have sufficient information to provide to the respondent. The complainant's right to be heard also includes the complainant's written statement or submission (if any) being properly considered by the investigator.

15.7 **Respondent's right to be heard:** the respondent who receives the complaint has a right to be heard before the Complaint is resolved or any outcome is determined. The respondent will be taken to have been given the right to be heard if:

- (a) the respondent is fairly advised of all allegations concerning the respondent, including sufficient detail to enable the respondent to respond; and
- (b) the respondent is given a reasonable opportunity to prepare a response and be heard in writing or at an oral hearing if the investigator considers that an oral hearing is needed to ensure an adequate hearing; and
- (c) an oral hearing, if any, is held before the investigator investigating the Complaint; and
- (d) the respondent's written statement or submissions, if any, are properly considered by the investigator.

15.8 **Decision:** upon completion of the investigation, the investigator will properly consider all of the evidence from both the complainant and the respondent, remaining impartial at all times, avoiding bias or predetermination to both the Complaint and the evidence, applying the balance of probabilities principle to reach a decision and ensuring both the complainant and the respondent are advised of the decision, including reasons for the decision.

15.9 **Outcome:** the investigator must establish what clause in this Constitution or the Act or the Club's policies have been breached (if any) to ensure that any recommendations and action taken against the respondent is appropriate and proportionate in the circumstances.

15.10 **Appeals:** There is no right of appeal or right of review of a decision made to a Complaint.

16. Liquidation and removal

16.1 **Notice:** The Executive Committee must give notice to all Members at least 20 Working Days of a proposed motion, to appoint a liquidator, or to remove the Club from the Register of Incorporated Societies, or 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.

16.2 **Special Resolution:** Any resolution for a motion described in clause 16.1 above must be passed by a Special Resolution of Members.

16.3 **Surplus assets:** distribution of the Club's assets, after payment of all costs, debts and liabilities, must be disposed of to an organisation or body within New Zealand that has a similar purpose to the Club's purpose. Such organisation or body may include Athletics New Zealand, or its successor, or a local organisation which has a purpose that includes assisting athletics activities in the Rotorua region. The recipient organisation or body will be determined by the Members present at the General Meeting at which the proposed motion to distribute the Club's assets is considered.

17. Access to information

17.0 A Member may at any time make a written request to the Executive Committee for information held by the Club. The request for information must specify sufficient detail relating to the information sought to enable the information to be identified.

17.1 The Committee must, within a reasonable timeframe after receiving a request:

- (a) provide the information; or
- (b) agree to provide the information within a specified period; or
- (c) agree to provide the information within a specified period if the Member pays a reasonable fee which must be specified and explained, to meet the cost of providing the information; or
- (d) refuse to provide the information, specifying the reasons for the refusal, ensuring those reasons comply with section 81 of the Act, specifically:
 - i. withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons; or
 - ii. the disclosure of the information would, or would likely, prejudice the commercial position of the Club or of any of its Members; or
 - iii. the disclosure of the information would, or would likely, prejudice the financial or commercial position of any other person, regardless of whether that person supplied the information to the Club; or
 - iv. the information is not relevant to the operation or affairs of the Club; or
 - v. withholding the information is necessary to maintain legal professional privilege, or

- vi. the disclosure of the information would, or would likely, breach an enactment; or
- vii. the burden to the Club in responding to the request is substantially disproportionate to any benefit that may be received from having the information; or
- viii. the request for the information is frivolous or vexatious; or
- ix. the request seeks information about a Dispute which is the subject of an investigation or that has been closed out under this Constitution and the Act.

17.2 If the Member is required to pay a fee for the information, the Member may withdraw their request and the request must be treated as having been withdrawn unless within 10 Working Days after receiving notification of the fee the Member informs the Executive Committee that the Member will pay the fee or the Member advises the Committee that they consider the fee to be unreasonable.

17.3 Nothing in this clause 17 limits Information Privacy Principle 6 of the Privacy Act 2020 (relating to access and correction of Members personal information).

18. General

18.0 **Matters not provided for:** If any matter arises that is not provided for in this Constitution, or if any dispute arises out of the interpretation of this Constitution, the matter or dispute will be determined by the Executive Committee who will in the first instance refer to the Act.

18.1 **Inconsistency:** any clause in this Constitution that contravenes or is inconsistent with the Act shall have no effect.

The changes to the Club's Constitution were minuted and agreed to by resolution at the Lake City Athletic Club Incorporated Annual General Meeting held on the day _____ of August 2025.

Signed by Kelly Albrecht, President _____ Date _____

Signed by Paul Wollaston, Secretary _____ Date _____

Signed by John Marten, Treasurer _____ Date _____