

**WAIUKU COSMOPOLITAN CLUB CONSTITUTION**  
**CONTENTS**

*THESE RULES REPLACE ALL PREVIOUS RULES as at 3<sup>rd</sup> July 2022*

Rule	<u>Page</u>
1. NAME .....	2
2. DEFINITIONS AND INTERPRETATION .....	2
3. REGISTERED OFFICE .....	5
4. OBJECTS .....	5
5. POWERS .....	5
6. MEMBERSHIP .....	6
7. SUBSCRIPTIONS .....	10
8. RESIGNATION.....	10
9. IMMEDIATE SUSPENSION .....	10
10. EXPULSION AND SUSPENSION .....	11
11. PROPERTY .....	12
12. COMMITTEE OF MANAGEMENT.....	13
13. PRESIDENT AND VICE-PRESIDENTS .....	16
14. TREASURY .....	16
15. AUDITOR .....	17
16. SECRETARY .....	18
17. MANAGER .....	18
18. TRUSTEES .....	18
19. RETURNING OFFICER .....	18
20. ANNUAL GENERAL MEETING .....	19
21. EXTRAORDINARY GENERAL MEETING .....	19
22. CONDUCT OF GENERAL MEETING .....	20
23. COMMITTEE MEETINGS OF MANAGEMENT.....	21
24. ACCOUNTS .....	22
25. GENERAL POWERS/DUTIES OF THE COMMITTEE AND MANAGEMENT .....	23
26. BORROWING MONEY .....	23
27. ADJUNCTS .....	23
28. SEAL .....	24
29. GUESTS AND VISITORS.....	24
30. OFFENCES .....	25
31. BOARD OF APPEAL.....	25
32. DISPUTES .....	25
33. INTERPRETATION .....	25
34. REVISION OF RULES .....	26
35. DISSOLUTION AND/OR LIQUIDATION .....	26
36. NO MONETARY GAIN .....	26
37. INDEMNITY AND INSURANCE.....	26
38/39. MERGER / GENERAL.....	27

## APPENDIX 1. BY-LAWS

1. DISALLOWED ACTIVITIES .....	29
2. MEMBER CONDUCT .....	29
3. CLUB MEMBERSHIP CARDS .....	30
4. MISCELLANEOUS .....	30

## RULES OF THE WAIUKU COSMOPOLITAN CLUB INCORPORATED

### 1. NAME

- 1.1 The name of the Club shall be Waiuku Cosmopolitan Club Incorporated.

### 2. DEFINITIONS AND INTERPRETATION

- 2.1 This constitution forms the rules of the club and herein after is referred to as the rules of the club. In these Rules, unless the context requires otherwise:

"Adjunct" means an adjunct or section of the Club formed for sporting and special interest groups within the Club.

"Affiliated" means a club with whom we have reciprocal visiting rights.

"Annual Subscription" is the amount payable annually by members in accordance with Rule 7.

"Association" means Clubs New Zealand Incorporated.

"Auditor" means the Club's auditor pursuant to Rule 15.

"Authorised Customer" means a person who is on the premises at the invitation of, and is accompanied by, a member of the Club.

"Authorised Visitor" means a member of some other club with which the Club has an arrangement for reciprocal visiting rights for members.

"By-laws" means the processes (rules) that are adopted at the time of formation of the Club or at a later date, that do not form part of the Regulations and may be added or changed or rescinded by the Members of the Club or by a majority vote at an Executive Committee without reference to the Registrar of Incorporated Societies/Friendly Societies pursuant to Rule 5.1(i), as amended from time to time.

"Board of Appeal" means the committee of five (5) members elected specifically to hear appeals against Committee decisions pursuant to Rule 30.

"Chairman" means the person who is chairman of a Meeting pursuant to Rule 22.1

"Club" means Waiuku Cosmopolitan Club

"Committee" means the Club's committee of management as set out in Rule 12.

"Committee Meeting" means a meeting of the Committee.

"**Committee Member**" means one of the people comprising the Committee set out in Rule 12.1 and elected pursuant to Rule 12.4.

"**Constitution**" means a set of fundamental principles (rules made up of regulations and by-laws) established to form and govern the Club. These principles together make up, i.e. constitute, what the Club is. When these principles are written down into a single or set of legal documents, these documents may be said to comprise a written constitution.

"**Corporate Affiliate**" mean individuals that are employed by the Corporate Member, or members of the Corporate Member.

"**Corporate Member**" means any association, club or other incorporated body approved for membership by the committee pursuant to Rule 6.6.

"**Family Member**" means a person elected to family membership of the Club pursuant to Rules 6.3 and 6.7.

"**Financial Member**" means an Ordinary Member or Family Member or a Life Member or Corporate Member with no outstanding subscription or other payment to the Club overdue.

"**Financial Statements**" means the Club's balance sheet and statement of accounts made up to the last day of the Year.

"**General Meeting**" means an Annual General Meeting or Extraordinary General Meeting of the Club.

"**Guaranteed Member**" means person who holds a debenture certificate against the Club

"**In Committee**" means that a special record of minutes is kept, and that the minutes are confidential to those attending the meeting concerned and "Into Committee" has a corresponding meaning.

"**Introductory Membership**" person of legal purchasing age as set out in Rule 6.5 who agree in writing to comply with the Clubs Rules.

"**Legal Purchasing Age**" means the age at which a person may be sold or supplied with liquor under the Sale of Liquor Act 1989.

"**Life Member**" means a person elected to life membership of the Club pursuant to Rules 6.4

"**Meeting**" means a General Meeting or a Committee Meeting.

"**Member**" means any Ordinary, Family, Senior, Corporate or Life Member of the Club as set out in Rule 6 who agree in writing to comply with the Clubs Rules and recognised as a member of the Club.

"**Month**" means calendar month.

"**Motion**" means a proposed resolution before it is passed (or carried) by the meeting.

"**Ordinary Member**" means a person elected to ordinary membership of the Club pursuant to Rules 6.2

"Person" includes an individual, partnership, firm, company, body corporate, association, organisation or any other entity or organisation whether incorporated or not.

"President" means the Club's president elected pursuant to Rule 13.

"Postal Vote" means a completed ballot paper which carries no particulars identifying the voter, sent to the Returning Officer in a sealed envelope.

"Quorum" means the number of members or Committee members required to be present for a meeting to proceed

"Remit" means a written advice of an intention to move a matter for discussion at an Annual General Meeting, pursuant to Rule 22.6 (b).

"Rules" means individual regulations and/or by-laws that are set in place for guidance, in their various forms, for the efficient management and operation of the Club. Together all the rules form the Club Constitution.

"Regulations" means processes (rules) that regulate individual and group behaviour, leading to conformity and compliance to the rules of the Club and which the regulations can only be changed by a majority vote at a General Meeting following the required days' Notice of Motion. Changes must be referred to the Registrar of Incorporated Societies/Friendly Societies pursuant to Rule 5.1(i), as amended from time to time.

"Returning Officer" means the Returning Officer appointed by the Trustees to act as a Returning Officer for all Election voting, excluding Adjunct elections pursuant to Rule 19.1

"Secret Ballot" means a method of voting where the count is not open to dispute and the identity of those voting for or against the motion can be kept secret.

"Secretary" means the Club's secretary elected pursuant to Rule 16.

"Treasurer" means a Registered Accountant elected pursuant to Rule 14.

"Vice-Presidents" means the Club's Vice-presidents are elected pursuant to Rule 13.

"Year" means the Club's financial year of April to March

2.2 **Interpretation:** In these Rules, unless the context otherwise requires:

- a) the table of contents and headings are inserted for convenience only and shall be ignored in construing these Rules;
- b) where any word or expression is defined in these Rules, any other grammatical form of that word or expression has a corresponding meaning;
- c) the singular includes the plural and vice versa;
- d) reference to any legislation or to any provision of any legislation (including regulations and orders) includes:
  - (i) that legislation or provision as from time to time amended, re-enacted or substituted; and

(ii) any statutory instruments, regulations, rules and orders issued under that legislation or provision; and

e) where a number is expressed as a percentage, the resulting number shall be rounded down to the nearest whole number below it.

### **3. REGISTERED OFFICE**

3.1 The registered office of the Club shall be at 4 Victoria Avenue, Waiuku or such other place as the Committee shall from time to time decide.

### **4. OBJECTS**

4.1 The objects for which the Club is established are as follows:

- a) To conduct, administer and maintain a Club for its members and for such persons as are authorised from time to time in accordance with the terms of any charter or licence granted to the Club;
- b) To provide amenities and cultural activities;
- c) To promote sports; and
- d) Generally, to provide an atmosphere where the members may meet and enjoy companionship with one another.

### **5. POWERS**

5.1 The Club has the power to do the following in the pursuance of its objects, subject to any limitation imposed by these Rules:

- a) To fund its activities by subscriptions or payments from Members, fees, or other income;
- b) To borrow, raise or secure the payment of money in such manner as the Club shall think fit, with or without security;
- c) To purchase, sell, lease, exchange, maintain, improve, hire, dispose of, manage, invest, lend, mortgage, charge, gift or otherwise deal with any real or personal property;
- d) To invest, lend or deal with any monies of the Club not required for immediate use in such government or local body securities or on bank deposits as the Club may think fit;
- e) To employ and remunerate staff;
- f) To undertake legal action;
- g) To form and disband Adjuncts;
- h) To enter into any contract, make any arrangements, or undertake any activity for the financial or other benefit of the Club;

- i) To make regulations and by-laws for the conduct of the Club and the discipline required of Members, which shall not be inconsistent with the provisions of the Incorporated Societies Act 1908 or the Friendly Societies and Credit Unions Act 1982 or these Rules (whichever applies); (Appendix 1)
- j) To conduct any other functions outlined in these Rules;
- k) To use any rights or privileges that the Club may deem necessary or convenient for carrying out its powers, or furthering its objects under these Rules; and
- l) To do anything incidental or conducive to the attainment of any of the objects of the Club.

## 6. MEMBERSHIP

6.1 **Classes of Membership:** The Members of the Club shall be divided into the following classes:

- a) Ordinary / and Guaranteed;
- b) Family;
- c) Senior;
- d) Corporate;
- e) Life;

6.2 **Ordinary Membership:** Males and females of at least the Legal Purchasing Age may apply to become Ordinary Members of the Club in accordance with the following Rules:

- a) Each candidate for membership shall complete the Club Membership Application form;
- b) The Club Membership Application form shall include the candidate's:
  - (i) full name;
  - (ii) date of birth;
  - (iii) residential address;
  - (iv) email address;
  - (v) occupation; and
  - (vi) undertaking that they will abide by the Rules and By-laws.
  - (vii) acknowledges by signing the form, that he or she has authorised the club to obtain, check, exchange information with, and supply information to, members of the club, Clubs New Zealand and clubs that are members of Clubs New Zealand.
- c) The candidate shall, on completion of the Club membership application form, pay an appropriate fee of such sum as may be directed by the Committee. Such fee shall not exceed the sum of the subscription for the class of membership applied for.

- 6.2b **Guaranteed Member:** a male or female who holds a Historic Debenture against the Club
- 6.3 **Family Membership:** Notwithstanding any other Rules, the following Rules set out provisions applying specifically to Family Members. For the avoidance of doubt, where there is any conflict or ambiguity between these Rules and any other rule in the Constitution, then these Rules relating to Family Members shall prevail. Subject to the provision contained in these Rules, all Rules shall apply to Family Members in the same way as they do to Ordinary Members.
- a) Males and females and children up to the age of seventeen (17) years who are the spouses, partners, children, step-children of Ordinary, Senior or Life Members may apply to become Family Members of the Club in accordance with the procedure for Ordinary Membership set out in Rule 6.2.
  - b) A Family Member may have the right of admission to an Affiliated Club with which the Club has reciprocal rights.
- 6.4 **Life Membership:** Life Membership may be granted to any Member for meritorious service rendered to or on behalf of the Club, in accordance with the following:
- a) The Committee may elect to recommend a Member for Life Membership.
  - b) A Financial Member may propose, and another Financial Member may second a Member for Life Membership in writing, and that nomination shall be forwarded to the Committee.
  - c) No nomination for Life Membership shall be put to the Annual General Meeting unless it has the support of the Committee.
  - d) The Committee shall post notice of its intention to recommend a Life Member on the Club's notice-board for fourteen (14) clear days prior to the Annual General Meeting in any Year.
  - e) The Club may elect a Member recommended by the Committee to Life Membership, by simple majority at the Annual General Meeting.
  - f) Life Members are eligible to vote, hold office and enjoy all the rights and privileges of membership.
  - g) Life Members shall not be charged an annual subscription but shall be deemed to be Financial Members.
- 6.5 **Senior Membership:** Males and females who have reached the age of sixty-five (65) years or greater, may apply to become Senior Members of the Club in accordance with the procedure for Ordinary Membership set out in Rule 6.2.
- 6.6 **Corporate Members:** In accordance with section 29 of the Incorporated Societies Act 1908 an association, club or other incorporated body may apply to become a Corporate Member of the Club under the following rules:
- a) Any association, club or other incorporated body wishing to apply for corporate membership under these rules shall apply in writing.
  - b) The association, club or other incorporated body under these rules shall complete a Club Membership Application form on behalf of the Association, Club or Incorporated Body.
  - c) The association, club or other incorporated body shall, on completion of the Club membership form, pay an appropriate fee of such sum as may be directed by the

Committee. Such fee shall not exceed the sum of the subscription for a Corporate Member together with any applicable joining fee.

d) The Club Membership Application form shall include;

- (i) full name of organisation/club;
- (ii) copy of the certificate of incorporation;
- (iii) current postal and physical address;
- (iv) copy of the current rules of the organisation/club
- (v) a list of the current officers of the organisation/club
- (vi) a list of all Corporate Affiliates to be covered by the membership
- (vii) an undertaking that the organisation and any Corporate Affiliates will abide by the Regulations and By-laws of the Club.

e) The details of the organisation as listed above shall be posted on the Club's notice-board for fourteen (14) clear days prior to election. Any member who objects to membership being granted to the candidate organisation shall notify the Committee of their objection in writing stating the full grounds for their objection.

f) Any objection to a candidate which is lodged by a Member during the period of posting, shall be considered by the Committee.

g) The decision of the Committee shall be final and, in the event, that the application is not approved by the Committee, the organisation shall be informed in writing of the decision and receive a full refund of all money paid by way of subscription.

h) For the purposes of voting, quorum or other count of financial members under these rules a Corporate Member shall be the equivalent of one (1) member of the Club and at all times the annual membership fee payable by the Corporate Member shall be not less than three (3) times the fee payable by an Ordinary Member.

i) On applying to join a Corporate Member shall supply the Club with a list of Corporate Affiliates for the purposes of this membership. It shall at all times keep that list updated and will provide those persons with a method of identifying themselves to the Club that is acceptable to the Club.

j) Those persons who are on the list of Corporate Affiliates supplied by the Corporate Member and who do not otherwise hold membership of the Club shall be deemed to be members of and subject to the rules of the Club with the following limits: -

- (i) The right to enter the Club premises during such times as defined by the committee.
- (ii) They shall at all times carry and provide on request the form of identification agreed under rule 6.6 (j)
- (iii) The voting and speaking rights at meetings of the Club shall be limited to one (1) selected Corporate Member.



- (iv) This membership does not entitle a Corporate Affiliate to hold office in the Club, participate in any reciprocal visiting rights with other clubs, receive any membership badge of the Club, or to represent the Club at any sporting or other fixture.
- (v) All rights of membership shall cease upon the cessation of the Corporate Membership or upon the Corporate Affiliate ceasing to be affiliated with the Corporate Member.
- (vi) A Corporate Affiliate may apply for Ordinary membership of the Club in accordance with Rule 6.2.

**6.7 Introductory Membership:** Males and females of at least the Legal Purchasing Age may apply to become Introductory Members of the Club in accordance with the following rules;

- a) Each applicant for introductory membership shall complete the applicable application form.
- b) Each applicant shall deposit, at the time of application, a subscription of such sum as per section 7 of this constitution.
- c) Introductory membership shall be valid for a period of one month from the day of joining.
- d) Introductory members shall automatically lose their Introductory Membership status;
  - i. At the conclusion of the one-month period from the date of joining; or
  - ii. Upon admission as an ordinary member, whichever is earlier.
- e) Introductory Membership cannot be extended and is not renewable.
- f) Introductory members must carry evidence of membership as issued and produce the same on request to any person authorised by the Committee or Management to make such request.
- g) Introductory Member's rights are restricted to the following:
  - i. No voting rights at any General Meeting
  - ii. No right to hold office or be a member of the Executive Committee
  - iii. Is not entitled to reciprocal visiting rights
  - iv. Are not entitled to participate in member promotions
  - v. May be subject to other restrictions as determined from time to time by the committee.
- h) Subject to the foregoing, Introductory Members may access and enjoy the facilities of the club during times that the club is open.
- i) The Executive Committee reserve the right to revoke Introductory Members at any time if the introductory member is found to have provided false information or is deemed to have breached the club's constitution.

**6.8 Rights and privileges:** Ordinary, Family, Senior, and Life Members shall be entitled to:

- a) enter Club premises during such hours as may be defined by the Committee;

- b) enter any Club with whom reciprocal visiting arrangements are in place, provided it is in accordance with that club's Rules.

6.9 **Employees:** Members who are employees of the Club are entitled to all the rights and privileges of membership excluding those rights concerned with the selection, election and holding of office within the Club.

## 7. SUBSCRIPTIONS

7.1 The Annual Subscription shall be such sum as shall be determined by Members from time to time in Annual General Meeting or Extraordinary General Meeting.

7.2 The Annual Subscription payable by a Corporate Member admitted under Rule 6.5 shall not be less than three (3) times that payable by an Ordinary Member.

7.3 The Annual Subscription shall be payable yearly in advance on or before the last day of May in each Year.

7.4 Any Member whose subscription or other dues are not paid by the date referred to in clause 7.3 shall:

- a) thereupon automatically cease to be a Member and his or her name shall be removed from any register of Members;
- b) not be relieved from payment of the Annual Subscription or of any other payment due or payable to the Club;
- c) not be refunded any subscription or other payment already paid to the Club;
- d) reapply for membership pursuant to Rule 6.2 or 6.3 if he or she wishes to be reinstated as a Member.

7.5 A Member incapacitated through illness, accident or distress may, on notice in writing given to the Secretary, have his subscription suspended or remitted.

## 8. RESIGNATION

8.1 Members may resign their membership by letter addressed to the Secretary of the Club.

8.2 A resignation will not become effective until all subscriptions, levies or other payments owing at the date the resignation is received, are paid.

8.3 No such resignation shall relieve any Member from payment of any subscription, levy or other payment due or payable at the time of resignation,

8.4 No subscriptions, levies or other payments already received by the Club as at the date of resignation shall be refunded on resignation.

## 9. IMMEDIATE SUSPENSION

9.1 **Grounds for immediate suspension:** A Member shall be liable to be immediately suspended (interim suspension) from the Club if he or she:

- a) removes any property of the Club, including but not limited to a book or newspaper, from Club premises without the consent of the Committee;
- b) wilfully or recklessly damages any property of the Club and refuses to replace or make good the damage;
- c) persists in drunkenness, swearing, obscene language or other disorderly conduct on Club premises after being cautioned by any Committee Member or Duty Manager;
- d) persists in creating a disturbance at any Meeting or other Club event, after being cautioned by a Committee Member or Duty Manager;
- e) uses or threatens violence to any person; or
- f) contravenes any exclusion order or agreement that is in force, which restricts the Member from participating in gambling activities.

**9.2 Procedure for immediate suspension:**

- a) Any Committee Member or any manager on duty pursuant to section 115 Sale of Liquor Act 1989 may immediately suspend a Member for the acts set out in Rule 9.1.
- b) A suspended Member shall be totally excluded from the Club's premises and Club activities from the time of committal of the offence until such time as the matter is dealt with by the Committee.
- c) A suspended Member must forfeit his or her membership card during the suspension period and losses reciprocal visiting rights with affiliated clubs.

**10. EXPULSION AND SUSPENSION**

**10.1 Grounds for expulsion or suspension:** A Member shall be liable to be expelled or suspended from the Club if he or she:

- a) breaches these Rules;
- b) is convicted of:
  - (i) bookmaking; or
  - (ii) a Crime (as defined in the Crimes Act 1961) for which a penalty is imposed; or
  - (iii) an offence which, in the opinion of the Committee, is likely to prejudice any charter or licence held by the Club;
- c) in the opinion of the Committee, brings the Club and/or any of its members, into disrepute; or
- d) is found by the Committee to have committed any of the acts set out in Rule 9.1.

## 10.2 Procedure for expulsion or suspension:

- a) Any Member may notify the Committee if he or she believes a Member may be liable to expulsion or suspension pursuant to Rule 10.1. This should be in the form of a written or oral complaint.
- b) Within three (3) days of receipt of such notice, or of a Member being immediately suspended pursuant to Rule 9, the Committee should check the Club Rules and then convene an Investigation by a person who is not part of the Disciplinary Hearing Committee or party to the complaint. The Committee must then decide whether there is a case to answer and if upheld, shall call a Committee Meeting to consider the notice or suspension.
- c) Such a Meeting shall be held within two (2) weeks of receipt of the notice, or of the suspension.
- d) The Committee must give the Member concerned at least seven (7) days' written notice of that Meeting, informing him or her:
  - (i) the nature of the complaint; and
  - (ii) how the complaint will be heard;
  - (iii) his or her right to appear and be heard at that Meeting; and
  - (iv) the process of the Meeting.
- e) After the Member concerned has had the opportunity to be heard and if the complaint is found to be proven, the Committee may elect to:
  - (i) expel him or her; or
  - (ii) suspend him or her for a determined period, or until a particular event.
- f) Any Member expelled or suspended shall have the right to appeal under Rule 31.
- g) Any expulsion or suspension shall be entered in the minutes of the Committee Meeting together with the name of the Member concerned.

10.3 An expelled or suspended Member shall not be relieved from payment of any subscription, levy or other payment due or payable at the time of expulsion or suspension.

10.4 No subscriptions, levies or other payments already received by the Club as at the date of expulsion or suspension shall be refunded on expulsion or suspension.

10.5 A Member expelled on the ground of criminal conviction shall not be eligible for re-election to membership unless a period of at least twelve (12) months has passed since the date of expulsion, and a seventy five percent (75%) majority of Members at a General Meeting vote in favour.

10.6 A Member who has been suspended under this Rule is ineligible to stand for election for any position on the Committee, for a period of two years from the last day of that suspension.

## 11. PROPERTY

- 11.1 Membership of the Club does not give any Member any transmissible or assignable interest by operation of law or otherwise, in any of the property or funds of the Club.
- 11.2 If a person ceases to be a Member for any reason, any interest he or she may nevertheless possess in any of the effects, property or funds of the Club will vest in the Club.
- 11.3 Any information which the Club provides for Members remains the property of the Club. Members must not pass any such information on to any non-Member without the written consent of the Club.

## **12. COMMITTEE OF MANAGEMENT**

12.1 **Committee Members:** The general business, management and control of the Club shall be conducted by a Committee comprising:

- a) a President;
- b) up to two (2) Vice-Presidents;
- c) an Appointed Registered Accountant who will work in conjunction with the Club Manager;
- d) a Club Secretary/Manager;
- e) eight (8) other Committee Members.

12.2 **Eligibility:** Each Committee Member must:

- a) be a resident in New Zealand;
- b) have been a Financial Member for at least two (2) years immediately before nomination;
- c) be an Ordinary or Senior or Life Member;
- d) not be an employee of the Club;
- e) a candidate shall be disqualified from being appointed or holding office as a Committee member if he or she is:

- (i) An undischarged bankrupt;
- (ii) Prohibited from being an officer of an incorporated society under the Incorporated Societies Act 1908 (or its successor);
- (iii) Prohibited from being a director or taking part in the management of an incorporated or unincorporated body under the Companies Act 1993, the Securities Act 1978, the Securities Markets Act 1988, or the Takeovers Act 1993 (or their successors);
- (iv) An individual who is subject to a property order made under the Protection of Personal and Property Rights Act 1988; or
- (v) An individual who does not comply with any qualification for officers contained in this constitution.

12.3 **Term of office:** Committee Members shall:

- a) remain in office until the Annual General Meeting following his or her election; and
- b) be eligible for re-election.

12.4 **Election:** The Committee shall be elected in the following manner:

- a) Nominations for Committee Members must be:
  - (i) in writing in the form set out by the Club, as amended from time to time;
  - (ii) proposed, by a Financial Member, and seconded by another Financial Member, such Members to have been Financial Members for the twelve (12) months prior;
  - (iii) deposited with the Secretary at least twenty-one (21) days before the Annual General Meeting.
- b) If Rule 12.4(a) is not complied with then the nomination shall be void.
- c) The election shall be conducted according to the process below:
  - (i) All contested annual elections shall be by ballot and shall be held in an area set apart for the purpose between the hours of 9am to 7pm upon a date to be appointed by the committee. No ballot papers shall be taken out of the area. A special vote will be made available seven (7) days prior to the election by written application to the Secretary /Manager.
  - (ii) It is the responsibility of the Committee to call for nominations and thereafter appoint a Returning Officer for each and every election, and shall make all necessary arrangements for the conduct of the election; No member of the Committee or Board of Appeal is eligible for nomination as a Returning Officer.
  - (iii) Voting shall cease at seven (7) pm on the evening immediately prior to the Annual General Meeting. At this time the Returning Officer shall take custody of the ballot box into a room set aside for the purpose of counting votes; and
  - (iv) The count shall be taken immediately upon the close of the ballot and the result announced at the Annual General Meeting during the Agenda item "election of committee"; and
  - (v) In the event of a tie in the ballot the Returning Officer shall be entitled to exercise a casting vote; and
  - (vi) The results shall be posted on the notice board at that time (where it shall remain until the first meeting of the incoming Committee) by the Returning Officer who shall declare the candidates duly elected; and
  - (vii) No paid employee of the Club shall be eligible for appointment as a Returning Officer. Any candidate for office may appoint a scrutineer; any such scrutineer shall be a financial member of the Club.
- (d) A voter must be a financial member of the Club to vote;

- (e) Any employee of the Club endeavouring to influence the result of an election shall be liable to summary dismissal;
- (f) Employees of the Club shall not be eligible for nomination to the Committee pursuant to Rule 6.8.
- (g) The newly elected Committee shall manage the business of the Club from the end of the Annual General Meeting until the conclusion of the next Annual General Meeting.
- (h) Every candidate for the office of President, and Vice President must have served two full terms (a term being from one (1) Annual General Meeting to the next Annual General Meeting) as a member of the Committee prior to nomination for office
- (i) If there are no nominations for Vice President(s) prior to the AGM and closing of the nominations, the following procedure would apply. Any nominated person for committee who has served a minimum of 2 years on the Waiuku Cosmopolitan Club committee, would be eligible to be nominated for the current Vice President's position for the upcoming year.
- (j) A member may be a candidate for, but shall not hold more than one office;
- (k) In the case of plural nominations, the order of precedence shall be President, up to two (2) Vice Presidents, and Committee. Where a candidate's nomination is the only one received for a particular office, or where the number of nominations received is less than the number required to be elected, then he or she shall be declared duly elected, and the nomination for any other office or offices shall be declared void;
- (l) Any candidate for office desiring to withdraw his or her nomination must give notice in writing to the Returning Officer, who shall post the same on the notice board where it shall remain until the election takes place;
- (m) If the number of candidates for any office does not exceed the number required to be elected, the candidates nominated shall be declared elected at the time fixed for the declaration of elections.

12.5 **Resignation:** A member of the Committee may resign by notice in writing to the Committee. Committee Members are deemed to have resigned if they are absent from (3) consecutive meetings of the Committee without leave of the Committee.

12.6 **Removal from office:**

- a) A member of the Committee may be removed from office for any reason which the Committee deems expedient in accordance with the following:
  - (i) The Committee shall convene an Extraordinary General Meeting to consider the removal in accordance with Rule 21;
  - (ii) The Committee must give seven (7) days' notice in writing to the Committee Member in question, informing him or her of his or her right to appear and be heard at that Meeting;
  - (iii) After the Committee Member in question has had the opportunity to be heard, the Meeting may elect to remove him or her from office by simple majority vote;
  - (iv) If the Meeting elects to remove the Committee Member, such removal shall be effective immediately;

- b) On receipt of a notice of motion of no confidence in a Committee Member signed by fifty (50) Financial Members, the Committee shall convene an Extraordinary General Meeting and proceed in accordance with Rule 12.1(a).
  - c) A Committee Member, who has been convicted of any offence which in the opinion of a majority of the Committee brings the Club into disrepute, shall automatically and immediately be removed from office.
  - d) The Committee may elect to remove a Committee Member who becomes physically or mentally incapacitated to the extent that he or she cannot carry out his or her duties as a Committee Member.
  - e) No Committee Member who has been removed from office shall be eligible for re-election without seventy-five (75%) percent consent of a General Meeting.
- 12.7 **Vacancy:** Any vacancy in any Committee position which is not filled at an Annual General Meeting or which occurs between Annual General Meetings shall be filled by the Committee appointing another person to the vacant office.
- 12.8 **Powers:** The Committee shall, subject to any limitations imposed by these Rules, have the power to:
- a) exercise all the powers and authorities of the Club;
  - b) do such other acts and things as it deems necessary or expedient for carrying on the business of the Club;
  - c) form standing or ad hoc committees for the purpose of exercising its duties, authorities or powers;
  - d) delegate its duties, powers and authorities to the Manager or to a committee formed under clause 12.9; and
  - e) appoint any person to assist with its functions.
- 12.9 **Duties:** Committee Members shall at all times:
- a) render every assistance to the President, Vice-Presidents and staff of the Club to maintain order and to prevent infringement of the Rules, Regulations or By-Laws or the terms of any charter or licence which may from time to time be granted to the Club;
  - b) in the execution of their duties, exercise fiduciary responsibility and act in the best interests of the Members; and
  - c) ensure that compliant notices and signs are displayed where they can be seen clearly by Members and guests; and that they are current and valid.
- 13. PRESIDENT AND VICE-PRESIDENTS**
- 13.1 The President shall be the Clubs Statutory Officer pursuant to the provision of the Incorporated Societies Act 1908 (for its successor) and its obligation attached thereto.



13.2 The President and Vice-Presidents shall be ex officio members of all sub-committees, and Adjuncts.

13.3 The President and Vice-Presidents shall have the right of entry upon the Club premises at any time.

#### **14. TREASURER**

14.1 The Club may appoint a Registered Accountant whose duties shall be in conjunction with the Secretary Manager;

- a) ensure that all monies received by the Club are paid into the Bank for the credit of the Club; and
- b) prepare a detailed report of the previous month's receipts and payments for each monthly Committee Meeting to be presented at that meeting;
- c) ensure that all taxes, levies, duties, and other payments required by statute are made before the due date; and
- d) all taxation and other financial returns required by statute are accurately completed and lodged by the due date; and
- e) prepare the Club's Financial Statements and present them to the Annual General Meeting each year.

14.2 The Registered Accountant and/or Secretary/Manager shall immediately bring to the attention of the Committee, any financial irregularity or suspicion of financial irregularity, or any concern regarding the financial performance of the Club.

14.3 Nothing in this Rule shall preclude the engaging of outside professional services in the performance of any of the above duties.

#### **15. AUDITOR**

15.1 The Club's accounts shall be audited annually by a chartered accountant appointed by the members in Annual General Meeting, who shall:

- a) be a member of the Institute of Chartered Accountants of New Zealand; and
- b) not be a Committee Member or hold any other office in the Club.

15.2 The auditor shall have the right to attend any meeting of the Club at which the Club's financial affairs are under discussion, but shall not be entitled to exercise a vote on any question.

15.3 The auditor shall be paid such fees as may be determined by the Committee from time to time.

15.4 The auditor shall have the power to call for the production of all books, papers and documents (including electronic documents) relating to the affairs of the Club. The financial statements shall be audited by him or her and, if correct, certified under his or her hand before they are submitted to the Annual General Meeting.

**16. SECRETARY**

16.1 The Club shall appoint a Secretary whose duties shall be to:

- a) attend to the accounting and clerical duties of the Club;
- b) take minutes of Committee and General Meetings; and
- c) generally, conform to such regulations as shall from time to time be made by the Committee.

16.2 Nothing in this Rule shall preclude the engaging of outside professional services in the performance of any of the above duties or from combining the office of Secretary with that of the Manager (Secretary/Manager). The Secretary's remuneration shall be determined by the Committee.

**17. MANAGER**

17.1 The Club may appoint a Manager who shall be responsible for:

- a) the day to day maintenance, cleanliness and service of the Club;
- b) the engagement and dismissal of such employees as may be essential. To provide adequate and efficient maintenance of the assets and control of the Club;
- c) ensuring that the Club's membership register is kept up to date;
- d) Carrying out such other duties as are conducive to his or her office and that the Committee shall decide from time to time.

17.2 The Manager's remuneration shall be determined by the President in conjunction with the Trustees..... seventy-five (75%) per cent majority vote required to ratify remuneration package.

17.3 The Manager shall have the right to attend all Committee Meetings but shall not have a vote.

**18. TRUSTEES**

18.1 There shall be a maximum of three trustees. Each trustee must have been a financial Member for the past ten (10) years. The duties of the Trustees to be as follows:

- a) retire by rotation triennially, commencing 2016; and
- b) be eligible to be re-elected and if a dual nomination, the position will be decided by secret ballot at the Annual General Meeting;
- c) have been a Financial Member for at least ten (10) years.

18.2 The duties of the Trustees shall be as follows:

- a) To hold in trust on behalf of the Members all monies received;
- b) To advise the Committee to accept or reject any major proposal that may be contemplated by the Committee. A proposal is deemed to be major if its value is greater than twenty-five thousand (\$25,000) dollars.

- c) To invest in securities other than property approved by the Committee from time to time, providing that such invested funds are available on 60-day call from an appointed Club Trading Bank account
- d) To administer the disposal of any Club property and monies, when required to do so by the Committee if the value of such assets or property exceed one hundred thousand (\$100,000) dollars in value;
- e) To be able to attend any Committee meeting upon request by either party and have full speaking and voting rights.

18.3 In the event of dispute and/or dissatisfaction with the Committee, or on receipt of a signed petition by fifty (50) Financial Members, the Trustees shall call an Extraordinary General Meeting to discuss business.

18.4 In the event of dissolution of the Club pursuant to Rule 35, the Trustees shall take over from the Committee to administer the dissolution and dispose of the assets in accordance with Rule 35.3.

## **19. RETURNING OFFICER**

19.1 The Trustees shall appoint one (1) nominee for the position of Returning Officer by a simple majority if a plural nomination is received. The Returning Officer must be as follows:

- a) a resident of New Zealand;
- b) a financial member of the Club for a period of five (5) years immediately prior to nomination
- c) is not to be an employee of the Club
- d) the Returning Officer shall serve one full term of twelve (12) months from the 1<sup>st</sup> May each year
- e) the Returning Officer is eligible to be re-elected annually

## **20. ANNUAL GENERAL MEETING**

20.1 The Annual General Meeting of the Club shall be held not later than the 30<sup>th</sup> June each year at such time and place as shall be fixed by the Committee, for the purpose of:

- a) receiving and adopting the annual report of the Committee;
- b) receiving and adopting the Financial Statements of the Club;
- c) considering, and if necessary taking action on, any motion relating to the annual report or Financial Statements;
- d) considering, and if necessary taking action on, any other motion of which due notice pursuant to Rule 22.6 (b) has been given;
- e) election of Committee Members;
- f) election of Board of Appeal;

- g) election of Auditor;
- h) election of Honorary Solicitor
- i) election of Trustees as required under Clause 18 (Trustees)
- j) general business.

20.2 At least twenty-eight (28) days before the Annual General Meeting, the following shall be given by notice on the Club's notice board and either by an advertisement in a public newspaper circulating in the district of the Club or by notice circulated to each Member eight (8) clear days prior to the date of the meeting:

- a) notice of the Annual General Meeting;
- b) the Financial Statements; and
- c) notice of any other business to be transacted at the Meeting.

## **21 EXTRAORDINARY GENERAL MEETING**

21.1 The Committee shall convene an Extraordinary General Meeting if at any time:

- a) the Committee considers such a Meeting necessary or desirable; or
- b) the Secretary receives a written requisition to do so signed by not less than fifty (50) Financial Members, stating the purpose of the Meeting requisitioned, in which case the meeting must be convened for that purpose only.

21.2 Seven (7) days' notice specifying the time and place of an Extraordinary General Meeting, its purpose and an agenda shall be given by notice on the Club's notice board and either by an advertisement in a public newspaper circulating in the district of the Club or by notice circulated to each Member.

## **22 CONDUCT OF GENERAL MEETINGS**

22.1 At all General Meetings, the chairman shall be:

- a) the President; or
- b) in his or her absence, a Vice-President; or
- c) in the absence of both the President and the Vice-President, a Committee Member elected by the Meeting.

22.2 The quorum for a General Meeting shall consist of fifty (50) Financial Members.

22.3 A General Meeting shall be adjourned if:

- a) a quorum is not present within half an hour after the time fixed for the Meeting; or
- b) a quorum is present and the Meeting elects to adjourn.

22.4 If a Meeting is adjourned, the Committee shall:

- a) fix a new date not more than fourteen (14) days later; and
- b) give at least seven (7) days notice of the adjourned Meeting by advertisement in a public newspaper circulating in the district of the Club and notice on the Club's notice board.

22.5 If a quorum is not present at an adjourned Meeting, the Meeting shall lapse. If a quorum is not present for an Extraordinary General meeting, the agenda as displayed on the Notice Board shall automatically revert to the Committee to adjudicate on.

22.6 **Resolutions and Remits:**

- a) A Member may without notice ask any question or move any resolution relative to the Annual Report or Balance Sheet.
- b) Any Member intending to put forward a remit which needs to be seconded by another financial member, must give notice of the proposed remit to the Secretary/Manager at least twenty one (21) days before the Annual General Meeting and such remit shall be posted on the notice boards within the Club prior to the date of the Annual General Meeting.

22.7 **Procedure:** The following rules of debate shall apply:

- a) Each Member may speak only once to each motion or amendment, except the mover, who may reply.
- b) The mover of any resolution or substantial amendment to a resolution shall be allowed five (5) minutes in which to introduce his proposition and ten (10) minutes for reply, or vice versa, and any other speaker will be allowed five (5) minutes.
- c) The Chairman shall decide whether any amendment proposed to a resolution is a substantial amendment or not.
- d) If freer discussion of any subject is desired, any Member may move that the Meeting go Into Committee on that subject and such motion shall be immediately put and decided by a show of hands.
- e) In Committee no Member shall speak for more than five (5) minutes at a time.
- f) When In Committee any Member may move that the ordinary meeting shall be resumed and such motion shall be immediately put and decided by a show of hands.

22.8 Except as otherwise provided by these Rules, all questions shall be decided by simple majority vote.

22.9 All resolutions passed at any Meeting shall be conclusive and binding on all Members whether present or not, provided that the Meeting was held in substantial conformity with the rules.

22.10 **Voting:** At any General Meeting:

- a) each Ordinary, Senior and Life Members shall be entitled to be present and to give one vote on all questions; Corporate Members shall be entitled to exercise a vote allocated to them under Rule 6.6 (h)

- b) voting shall be on show of hands in the first instance;
- c) a declaration by the Chairman as to the result shall be conclusive unless a motion that the vote shall be taken by secret ballot is passed by a majority of Members present; and
- d) in the event of equal votes being cast, the Chairman shall have a casting vote;

## **23 COMMITTEE MEETINGS**

- 23.1** The Committee shall meet regularly and at least once each Month at a time and place to be determined by the Committee. A date for a Committee Meeting must be set within four (4) days of the Secretary receiving a requisition under this clause.
- 23.2** At all Committee Meetings, the Chairman shall be:
- a) the President; or
  - b) in his or her absence, a Vice-President; or
  - c) in the absence of both the President and a Vice-President, a Committee Member elected by the Meeting.
- 23.3** The quorum for a Committee Meeting shall be not less than five (5) of its members.
- 23.4** Any Committee Meeting shall be adjourned if:
- a) a quorum is not present within half an hour after the time fixed for the Meeting; or
  - b) a quorum is present and the Meeting elects to adjourn.
- 23.5** If a Committee Meeting is adjourned, the Committee shall:
- a) fix a new date not more than fourteen (14) days later; and
  - b) give at least three (3) days' notice of the adjourned Meeting to each Committee Member.
- 23.6** If a quorum is not present at an adjourned Meeting, the Meeting shall lapse.
- 23.7** Except as otherwise provided by these Rules, all questions raised at a Committee Meeting shall be decided by a simple majority of votes cast.
- 23.8** In the event of equal votes being cast, the Chairman shall have a casting vote.

## **24 ACCOUNTS**

- 24.1** The Committee shall ensure true accounts are kept of:
- a) all sums of money received and expended by the Club and the matters in respect of which such receipt and expenditure takes place; and
  - b) all assets, credits and liabilities of the Club including any charges and securities of any description affecting any property of the Club; and

- c) all remuneration and entitlements relating to employees of the Club.
- 24.2 The books of accounts shall be kept at the office of the Club or other such place as the Committee may determine and shall be open to the inspection of Financial Members at all reasonable times.
- 24.3 All monies received shall be forthwith paid into a bank approved by the Committee after being entered in the books of the Club as having being received.
- 24.4 All payments shall be reported to the Committee for confirmation at the meeting next following payment.
- 24.5 Payment of all monies on behalf of the Club shall be made by cheque signed by or electronic transaction authorised by, two Committee Members, or other person approved by the Committee as an authorised signatory of the Club.
- 24.6 At every Annual General Meeting the Committee shall present:
  - a) the Club's Financial Statements; and
  - b) an Annual Report as to the state of the Club.
- 24.7 The Club shall make returns required by Section 23 Incorporated Societies Act 1908 and shall comply with all the relevant requirements of those Acts.

## **25 GENERAL POWERS AND DUTIES OF THE COMMITTEE AND MANAGEMENT**

- 25.1 To do all such things as in the opinion of the Club may be incidental to the attainment of any of the provisions as outlined in and accordance with Rule 5.
- 25.2 Elect such sub-committees as deemed fit for various business as required. The Chairman of each sub-committee shall be appointed from the Committee of Management and shall be the convenor of all meetings of that committee.

## **26. BORROWING MONEY**

- 26.1 The committee shall have the power to borrow or raise or give security for money by issue of mortgages, bonds, debentures, debenture stock, bills of exchange, promissory notes or other obligation or securities of the Club by mortgage or charge upon all or any part of the property of the Club or without security and upon terms as to priority or otherwise as the Committee of Management shall think fit.
- 26.2 Any resolution of the Committee involving expenditure or borrowing of an amount exceeding twenty-five thousand dollars (\$25,000) on any purchase or restoration of any assets must be submitted and a requirement of one hundred (100%) percent approval from the Trustees.

## **27. ADJUNCTS**

- 27.1 An adjunct may be formed within the Club for sporting or special interest groups upon approval by the Management Committee.
- 27.2 Membership of Adjuncts shall only be available to Financial Members of the Club.
- 27.3 Any assets of the Adjunct are the assets of the Club. All monies received for Adjuncts shall be paid

into the Adjunct's bank account referred to in clause 27.4(a).

27.4 Adjuncts shall use the Club's accounting services in the following manner:

- (a) Adjuncts must have a separate bank account to the Club, which shall be on the Club's base bank account number
- (b) All payments on behalf of an Adjunct shall be made by cheque or electronic payment on the Adjunct's account.

27.5 The Committee of the Adjunct shall not do, or omit to do, anything that is likely to prejudice or not be in the best interests of the Club.

27.6 Members of an Adjunct involved in any activity of or related to the Adjunct shall indemnify the Club and its representatives from any problem, direct or indirect loss or damage, claim or proceedings (including in negligence) caused or contributed to by that activity.

## 28 SEAL

28.1 The Club shall have a Common Seal which shall be kept in the custody and the control of the Secretary or the Club's solicitor.

28.2 Any document to be executed by the Club shall be available for inspection by every Member of the Club at all reasonable times and shall be executed with the following attestation pursuant to a resolution of the Committee:

The Common Seal of ..... Club (Incorporated) was hereunto affixed by the Secretary in the presence of two (2) members of the Committee.

Names:

Signatures:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

## 29 GUESTS AND VISITORS

29.1 The Club, under its Club Licence or Off Licence, must ensure that alcohol is only sold or supplied to Members, Authorised Customers or Authorised Visitors for consumption on (Club Licence) or off (Off Licence) the Club's premises.

29.2 Any member may invite any persons as Authorised Customers (hereon referred to as guests) to the Club in accordance with the following;

- (b) By entering Club premises, the guests agree to abide by these Rules.



(c) The Member accompanying guests shall at all times be responsible for the conduct of the guest.

(d) No guests shall be sold or supplied alcohol on Club premises unless the guest is present on the invitation of a Member and is in the company of the Member and the alcohol is supplied for consumption on the premises.

29.3 Authorised Visitor (hereon referred to as a visitor) who is a member of an affiliated club visiting the Club:

(a) Is deemed to agree to abide by these Rules;

(b) Has the same rights as Members to be sold or supplied alcohol on or off Club premises, provided he/she has produced sufficient evidence to an officer of the Club or member of its staff that he/she is a member of an affiliated club.

(c) No person, whether a member of an affiliated Club or otherwise, may become a regular or frequent visitor.

(d) All guests and visitors who persist in drunkenness, swearing, obscene language, disorderly conduct, or who threaten violence to staff and/or members and/or guests shall vacate the premises immediately after being requested to do so by any Committee or Duty Manager.

### 30. OFFENCES

30.1 If a Member is convicted of any Crime (as defined in the Crimes Act 1961 as at 1 June 2010) after election to the club:

(a) he or she must inform the President and Secretary Manager of the conviction and any penalty imposed and;

(b) all information submitted to the President and Secretary Manager pertaining to Clause 30.1 (a) shall be kept in accordance with the Privacy Act.

### 31. BOARD OF APPEAL

31.1 A Board of Appeal consisting of five (5) Members shall be elected at each Annual General Meeting. Committee Members shall not be eligible for membership of the Board of Appeal.

31.2 The Board of Appeal shall hear and decide any appeal lodged by a Member or Members against any decision of the Committee entailing suspension or expulsion in accordance with the following:

(a) Any member being suspended or expelled who wishes to appeal must give notice in writing to the Secretary within seven (7) days of the date of such suspension or expulsion, stating the grounds for appealing.

(b) Within forty-eight (48) hours of receiving such notice, the Secretary shall convene a meeting of the Board of Appeal.

(c) The Board of Appeal shall re-hear the case but shall not admit fresh evidence, except where an

application has been made to the Committee for a re-hearing and has been refused.

31.3 The decision of the Board of Appeal shall be final.

### **32. DISPUTES**

32.1 Except as otherwise provide in these Rules, every dispute in relation to these Rules between A Member or persons claiming through a Member and the Club or a Committee Member shall be decided by the Committee and the decision shall be binding and conclusive on all parties without appeal.

### **33. INTERPRETATION**

33.1 In the interpretation of these Rules, the decision of the Committee shall be final and binding.

### **34. REVISION OF RULES**

34.1 These Rules may be revised, added to, or rescinded or by a resolution passed by seventy-five (75%) of the Financial Members present at a General Meeting. This is subject to the provisions of Section 21 (Amendment 2005) of the Incorporated Societies Act 1908 shall comply with all relevant requirements of those acts.

34.2 Notice specifying the intention to propose such a resolution must be given in writing to the Secretary at least twenty-one (21) days before a General Meeting and such notice shall be forwarded to each Member with notice of the Meeting.

### **35. DISSOLUTION AND/OR LIQUIDATION**

35.1 The Club may only be dissolved by the Registrar of Incorporated Societies:

- (a) If at an Extraordinary General Meeting called by the Committee for that purpose passes a resolution that the Registrar make a declaration of dissolution; or
- (b) as provided for in the Incorporated Societies Act 1908 (Amendment 2010) or the Friendly Societies and Credit Unions Act 1982 (whichever applies).

35.2 The Club may be put into liquidation:

- (a) at an Extraordinary General Meeting called by the Committee for that purpose; or
- (b) as provided for in the Incorporated Societies Act 1908 (Amendment 2010) or the Friendly Societies and Credit Unions Act 1982 (whichever applies).

35.3 On the dissolution of the Club by the Registrar all surplus money and assets after the payment of all costs, debts, and liabilities shall be disposed of in a manner provided by the rules of the Club or if such assets cannot be disposed of in accordance with the rules, then as the Registrar directs.

35.4 The Committee shall administer the dissolution of the Club and the division of surplus money and assets on winding up by distribution to a charitable organisation.

### **36. NO MONETARY GAIN**

36.1 No member of the Club or any person associated with the member shall participate in, or materially influence, any decision made by the Club in respect of the payment to or on behalf of that member of any income, benefit or advantage whatsoever.

36.2 Any such income paid shall be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value).

36.3 The provision and effect of this clause shall not be removed from this document and shall be included and implied in any document replacing this document.

### **37. INDEMNITY AND INSURANCE**

37.1 The Club shall indemnify any member of the Executive Committee for any costs incurred by them in any proceedings that relate to any liability or act or omission in their capacity as such member.

37.2 The Club may, with the prior approval of the Executive Committee, effect insurance for a member of the Executive Committee or employee of the Club in respect of liability pursuant to clause 37.1.

### **38. MERGER**

38.1 The Club may merge with any other club subject to seventy-five (75%) per cent approval of Members at the Annual General Meeting or a Special General Meeting called for that purpose, and subject to the satisfaction of all regulatory requirements.

38.2 Notice specifying the intention to propose such a resolution shall be given according to the Rules.

### **39. GENERAL**

39.1 All matters provided for in these Rules shall, at all times, be dealt with in accordance with the following guiding principles:

- (a) The Club is established primarily for the benefit and convenience of its Members.
- (b) The admission of non-members should at all times be subordinated to the comfort, well-being and satisfaction of Members.
- (c) The admission of guests should always be regarded as a privilege of the Members, granted to enable them to dispense periodic hospitality to their casual guests and not as a means of augmenting the revenue of the Club.
- (d) At all the times the provision of the Club's licence as issued by the Liquor Licensing Authority is to be maintained and upheld.

MEMBERS' CERTIFICATE

We hereby certify that these Regulations have been approved at a General Meeting of ..... Club (Incorporated), held on .....

**Signatures:**

**Names:**

\_\_\_\_\_  
President

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **APPENDIX 1. BY – LAWS**

*[The following By-laws may be adopted at the time of formation of the Club but do not form part of the Regulations and may be added to, changed or deleted by the Members of the Club without reference to the Registrar of Incorporated Societies.]*

These By-laws are made in accordance with the Club's powers pursuant to Rule 5.

### **1. DISALLOWED ACTIVITIES**

- 1.1 No raffle shall be allowed on the Club's premises nor goods exhibited for the purpose of a raffle except with the authority of the Committee.
- 1.2 No unlicensed or unlawful gambling or gaming shall be permitted in the Club.
- 1.3 No petition, except for the purpose of convening an Extraordinary General Meeting as provided for in Rule 21.1 (b) shall be allowed to circulate on the premises of the Club.
- 1.4 No business cards or notices shall be displayed on Club premises without the sanction of the Committee.
- 1.5 No member shall without the sanction of the committee:
  - (a) conduct a business on Club premises; or
  - (b) use the Club address for business purposes; or
  - (c) give the address of the Club in an advertisement.
- 1.6 No animals shall be allowed within the Club buildings with the exception of guide or other recognised helping dogs.
- 1.7 Members shall not interfere with, deface or damage the Club's property, or commit any nuisance in or about the premises.
- 1.8 No person, political group or party shall be allowed to use any part of the Club's premises for any political purpose, unless authorised by the Committee.
- 1.9 No member shall give any gratuity to any employee of the Club.

### **2. MEMBER CONDUCT**

- 2.1 Any member removing any article or articles from the Club's premises without authority, or wilfully damaging any of the Club's property, shall render themselves liable to expulsion or suspension of any length imposed by the Committee, plus restitution for damage or theft.
- 2.2 Any member convicted of an indictable offence or committing an offence within or outside of the Club likely to prejudice the Club's liquor or Gaming Licence shall automatically cease to be a member of the Club.
- 2.3 Drunkenness, swearing, obscene language, sexual harassment, and other disorderly conduct deemed unfit shall not be permitted in the Club's premises; and members persisting in offending may, after being cautioned by an officer of the Club or Committee member or Duty Manager or warned in writing by the Committee, render themselves liable to suspension, expulsion or fine.

- 2.4 Suspension by a Committee member or an officer of the Club or a Duty Manager shall mean total exclusion from the Club's premises from the time of committal of the offense until such time as the matter has been dealt with by the Committee or Management, which may either cancel the suspension or confirm it for a determined period of time. The member shall in all cases be given the right to appear before the Committee of Management.
- 2.5 If, in the opinion of the Committee of Management, a fine would be a more appropriate measure of discipline, the Committee may levy such as an alternative. In no case, however, shall the Committee have the authority to levy a fine in excess of fifty (50) dollars for each offence. The payment of such fine does not automatically disqualify the member from any office held within the club.
- (a) Any disciplinary action taken will be entered in the minutes of the Committee meeting together with the name of the member complained of.
- (b) Any member convicted of any criminal offence may become liable for suspension or expulsion as decided by the Committee of the day.
- 2.6 Probationary Period: The Committee of Management have the power to place any member who has gone through the disciplinary process, have a probationary period placed on them at the discretion of the Committee.  
New Members: The Committee of Management have the power to place on a new member a three (3) month probationary period automatically for any offence liable for suspension.

### 3. CLUB MEMBERSHIP CARDS

- 3.1 Membership cards must be carried at all times while on the Club's premises and grounds.
- (a) Membership cards remain the property of the Club and must be surrendered on request. Lost or stolen cards must be reported immediately. Club may elect to pass on the cost of issuing replacement cards to members.
- (b) Membership cards are solely for the use of those members to whom they have been issued. Any person other than the entitled holder, who may be in possession of a card, will be denied access to Club premises and the card confiscated.
- (c) Any member who knowingly allows a non-member to utilise their card may face disciplinary action.

### 4. MISCELLANEOUS

- 4.1 Gaming machines are for the use of Members, Guests accompanied by Members and Members of Affiliate Clubs with Reciprocal Visiting Rights only. Prizes will only be paid to these persons and proof that the person is lawfully in the Club will be required. The Club must pay out all prizes in accordance with the Gambling Act 2003.
- 4.2 A suitable standard of dress is required to be worn while on the Club premises. The wearing of articles of clothing such as hats, jandals and tee shirts is at the discretion of the Committee who set the dress standards, as amended from time to time. Footwear must be worn at all times. *(Note: that headwear may be allowed in the Club premises on Religious and Cultural Grounds, injury or medical conditions or for sporting or other events where the Committee has approved it as part of the dress attire).*
- 4.3 Children, do not have access to the Club premises unless in the company of their parents, grandparents or a legal guardian and must remain with them whilst on the premises. Some areas of the Club are out of bounds and children are required to be off the Club premises by the time set by the Committee, as amended from time to time.

4.4 Club operating hours are set by the Committee, as amended from time to time. Operating hours are restricted by the Club Licence and Off-Licence. All Class 4 Gaming Machines are to be turned on whenever the bar is operating.

**5. ADJUNCTS**

5.1 All Adjuncts of the Waiuku Cosmopolitan Club must provide a copy of meeting minutes held throughout the year

5.2 All Adjuncts of the Waiuku Cosmopolitan Club must provide financial statements every 6 months