

**CONSTITUTION
OF
WAITAKERE CRICKET CLUB INCORPORATED**



**WAITAKERE
CRICKET CLUB**

WAITAKERE CRICKET CLUB INC.

Constitution

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WAITAKERE CRICKET CLUB INC.

Constitution

1. Definitions and interpretation

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

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

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

Association means Auckland Cricket Association.

Board means the Club's governing body, which for the avoidance of doubt is the Club's committee as required by s45(1) of the Act.

Board Member means a member of the Board.

Bylaws means any bylaws, policies, regulations and codes of the Club made under clause 15.

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

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

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

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

Club Manager means the person in the highest-ranking management position in the Club.

General Meeting means an AGM or SGM of the Club.

An officer (**A**) is **Interested** in a Matter if A:

- (a) may obtain a financial benefit from the Matter; or
- (b) is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, sibling, nephew, niece, uncle, aunt, or first cousin of a person who may obtain a financial benefit from the Matter; or
- (c) may have a financial interest in a person to whom the Matter relates; or
- (d) is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom the Matter relates,

however, A is not interested in a matter:

- (e) merely because A receives an indemnity, insurance cover, remuneration, or other benefits authorised under the Act; or
- (f) if A's interest is the same or substantially the same as the benefit or interest of all or most other Members of the Club due to the membership of those Members; or
- (g) if A's interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence A in carrying out A's responsibilities under the Act or this Constitution.

Junior Member has the meaning given to that term in clause 4.3(b).

Life Member has the meaning given to that term in clause 4.4.

Matter means the Club's performance of its activities or exercise of its powers; or an arrangement, an agreement, or a contract (a transaction) made or entered into, or proposed to be entered into, by the Club.

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

Non-Playing Member has the meaning given to that term in clause 4.3(c).

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

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

Senior Member has the meaning given to that term in clause 4.3(a).

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 Auckland.

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

- (a) Words referring to the singular include the plural and vice versa.
- (b) Clause headings are for reference only.
- (c) Expressions referring to writing include references to words visibly represented, copied, or reproduced, including by email.
- (d) Reference to a person includes any other entity or association recognised by law and vice versa and any reference to a particular entity includes a reference to that entity's successors.
- (e) A reference to any legislation includes any secondary legislation, statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendment to, re-enactment of, or replacement of, that legislation.
- (f) All periods of time or notice exclude the days on which they are given.

- 1.3 **Notices:** Subject to any other notice requirements in this Constitution, any notice or other communication given under this Constitution must be in writing and will be given to:
- (a) a Member if delivered by hand to the Member or sent to the address set out in their Contact Details, and may be a postal address or an email address;
 - (b) the Club if sent to the Club's registered office set out on the Register of Incorporated Societies, or otherwise to a club email address which the Board may from time to time nominate in writing to be an email address which can be used for sending notices to the Club.

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

- (a) if delivered by hand, at the time of delivery;
- (b) if given by post, when left at the address of that party or five Working Days after being put in the post; or
- (c) if given by email, then on the second Working Day after the email was sent to the correct email address (provided that the sender does not receive any "out of office" auto-reply or other indication of non-receipt),

provided that any notice or communication received or deemed received after 5pm on a Working Day, or on a day which is not a Working Day, will be deemed not to have been received until the next Working Day.

2. **Club details**

- 2.1 **Name:** The name of the society is Waitakere Cricket Club Incorporated (**Club**).
- 2.2 **Charitable status:** The Club is already registered as a charitable entity under the Charities Act 2005.
- 2.3 **Contact person:** At its first Board meeting following an AGM, the Board 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 Board must advise the Registrar of Incorporated Societies of any change in the contact person or their Contact Details.

3. **Purposes, Objects and Powers**

- 3.1 **Purposes:** The primary purposes of the Club are to:
- (a) promote, develop, foster and administer community cricket, as an amateur sport for the health, well-being, benefit and recreation of the general public in the greater West Auckland area;
 - (b) provide education, training and development in cricket, and the physical, social and mental skills which the sport of cricket promotes, for the benefit of participants and the general public in the wider community which they are a part of.

3.2 **Supporting Objects:** The supporting objects of the Club are to:

- (a) promote opportunities and facilities to enable, assist and enhance the participation, enjoyment and performance of cricket;
- (b) promote community engagement in cricket and in the Club's local community;
- (c) lead, promote and enable Diversity, Equity and Inclusion across the whole Club including governance of the Club and participation in cricket;
- (d) protect the integrity of cricket and the Club by developing and enforcing standards of conduct, ethical behaviour and implementing good governance;
- (e) support the development of Members, including the relevant training, education and development of the Members, including officials, coaches, team managers and volunteers;
- (f) to raise funds by seeking grants or donations, or by levying members, or otherwise as the Board may from time to time determine, to be applied in furtherance of the Club's purposes; and
- (g) be a member of the Association.

3.3 **Tikanga:** In pursuing its purposes and objects the Club is committed to:

- a) respecting the dual heritage of the partners of Te Tiriti o Waitangi;
- b) respecting the cultural diversity of New Zealand and our local community and encouraging people from all cultures and nationalities to become involved in cricket, and to utilize the Club's facilities and services;
- c) promoting Diversity, Equity and Inclusion, particularly in the Club's local community;
- d) especially promoting and developing junior and youth cricket and involvement in sport;
- e) working cooperatively with other societies, clubs and organisations having similar sport and/or youth development related purposes; and
- f) fostering and promoting the 'Spirit of Cricket' as adopted and promoted by New Zealand Cricket and the Association.

3.4 **Capacity and powers:** The Club has, both within and outside New Zealand, full capacity, rights, powers and privileges to carry on or undertake any activity, do any act, or enter into any transaction, subject to this Constitution, the Act, any other legislation, and the general law.

4. **Members**

4.1 **Application:** An application to become a Member (**Application**) must be in the form required by the Board, which may be an online form. All Applications are decided by the Board, or such person or group of persons as the Board may appoint for that purpose, which or who may accept or decline any Application in its absolute discretion. A person becomes a Member when:

- (1) they have made an Application and paid the required membership fees (if any); and
- (2) satisfied any other preconditions which the Board in its absolute discretion may impose;
- (3) received written notification from the Club that their Application has been accepted.

4.2 **Member consent:** A person or entity consents to become a Member by submitting an Application to the Club or paying fees, unless otherwise specified in this Constitution. A parent/guardian who makes an Application on behalf of an individual who is under 18 years of age on the date of application shall state in their Application that they consent to being a Member of the Club (themselves) and consent on behalf of the individual who is under 18 years of age to being a Member of the Club.

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

- (a) Senior Member: An individual who participates or is involved in senior cricket at the Club and who has been accepted as a Senior Member in accordance with clause 4.1;
- (b) Junior Member: An individual who participates or is involved in junior cricket at the Club and who has been accepted as a Junior Member in accordance with clause 4.1;
- (c) Non-Playing Member: An individual who has an interest in supporting cricket at the Club and who has been accepted as a Non-Playing Member in accordance with clause 4.1;
- (d) Life Member;
- (e) Parent / Guardian Member: An individual who is a parent or legal guardian of a Junior Member and who has been accepted as a Non-Playing Member in accordance with clause 4.1; and
- (f) any other category or categories of member as the Board determines from time to time in its absolute discretion.

4.4 **Life Members:** Life Membership may be granted in recognition and appreciation of outstanding service by an individual to the Club. Any Member may nominate an individual to become a Life Member by giving notice to the Board setting out the grounds for the nomination. The Board must then determine whether the nomination should be forwarded to a General Meeting for determination by the Members. A person may only be elected as a Life Member by a Special Resolution at a General Meeting. A person consents to becoming a Life Member on acceptance of their life membership. Life Members have such rights and benefits as determined by the Board. For the avoidance of doubt any person who has been appointed or elected to be a Life Member of the Club pursuant to prior rules of the Club shall be deemed to be a Life Member duly appointed for the purposes of this Constitution.

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

- (a) they are bound by, and will comply with, this Constitution and the Bylaws, and to the extent they apply, the rules, procedures or policies of the Association;

- (b) they are entitled to all rights and entitlements granted by this Constitution or as determined by the Board;
- (c) to receive, or continue to receive or exercise member rights, they must meet all the member requirements set out in this Constitution and the Bylaws or as otherwise set by the Board, including payment of any membership or other fees within the required time period;
- (d) if they fail to comply with sub-clause (c) the Board may terminate their membership, but the Member continues to be bound by this Constitution;
- (e) they do not have any rights of ownership of, or the automatic right to use, the Club's property; and
- (f) they will promote the interests and purposes of the Club and must not do anything to bring the Club into disrepute.

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

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

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

- (a) on death;
- (b) by giving notice to the Board of their resignation;
- (c) if their membership is terminated under clause 4.5(d) or 4.10(b);
- (d) if their membership is terminated following a dispute resolution process or such other process set out or referred to in this Constitution.

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

- (a) remains responsible to pay all their outstanding membership and other fees to the Club;
- (b) must return all the Club's property if required;
- (c) ceases to be entitled to any rights of a Member.

4.10 **Membership fees:**

- (a) The Board will decide any membership and other fees payable by Members and the due date for those fees. The Board may determine different levels of membership fees and other fees for different types of Members.
- (b) Paying membership fees shall constitute a renewal and confirmation of a Member's membership of the Club. If a Member has not paid their membership

fees or any other payments due to the Club by the due date, they will be in default and:

- (i) are not entitled to any of their rights or entitlements as a Member, including any right to speak or vote at Club meetings;
- (ii) continue to be bound by this Constitution and the Bylaws, including all of its obligations;
- (iii) may have their membership terminated, provided that before such termination occurs the Club will give the Member written notice specifying the payment(s) due and demanding payment by a due date, being at least 14 days from the date of the demand.

4.11 **Member register:** The Board 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 Board becomes aware of changes of the information recorded in the Member register. The Board will keep a record of those who have ceased to be a Member within the previous 7 years and the date on which they ceased to be a Member.

4.12 **Existing Members:** Any person who is a Member when this Constitution is adopted, shall continue to be a Member in terms of this Constitution, unless they notify the Club that they resign their membership, or their membership otherwise expires or is terminated in accordance with this Constitution. Furthermore:

- (a) Upon the adoption of this Constitution, any parent(s) / legal guardian(s) of any existing Junior Member shall be entitled to apply to be a Parent / Guardian Member.

5. **General Meetings**

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

5.2 **Notice of AGM:** The Members must be given at least 20 Working Days' notice of the AGM. Notice to Members of an AGM may be given by posting on the Club's website.

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

- (a) confirmation of the minutes of the previous AGM;
- (b) the Board's presentation of the following information during the most recently completed accounting period:
 - (i) the annual report;
 - (ii) the annual financial statements;
 - (iii) notice of any disclosures of conflicts of interest made by Officers (including a brief summary of the Matters, or types of Matters, to which those disclosures relate);
- (c) the election of the Chairperson, Secretary, Treasurer and other Board Members;

- (d) consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM;
 - (e) consideration of any other items of business that have been properly submitted for consideration at the AGM.
- 5.4 **Notice of proposed motions:** Members must give notice of any proposed motions and other items of business to the Club at least 10 Working Days before the date of the AGM.
- 5.5 **Notice of agenda:** Notice of the agenda containing the business to be discussed at the AGM must be sent to all persons entitled to attend the AGM at least 5 Working Days before the date of the AGM. No additional items of business can be voted on other than those set out in the agenda, but the Members present may agree by Special Resolution to discuss any other items.
- 5.6 **Calling of SGM:** The Board must call a SGM if it receives a written request stating the purpose of the SGM from the Board itself or by not less than thirty (30) Members.
- 5.7 **Notice of SGM:** Members must be given at least 10 Working Days notice of the SGM, unless the Board, in its discretion, decides that the nature of the SGM business is of such urgency that a shorter period of notice is to be given to Members. A SGM may only consider and deal with the business specified in the request for the SGM.
- 5.8 **Method of holding meeting:** A General Meeting may be held by a quorum of people being assembled at the time and place appointed for the meeting, participating by audio link, audio-visual link or other electronic communication or by a combination of those methods.
- 5.9 **Quorum:** No business may occur at any General Meeting unless a quorum is present at the meeting's start time. The quorum for a General Meeting is twenty (20) Members who are entitled to vote, including Members present by casting votes by electronic means. The quorum must always be present during the General Meeting.
- 5.10 **No quorum at AGM:** If a quorum is not met within 30 minutes of the AGM's scheduled start time, the AGM is adjourned to a day, time and place set by the chair of the AGM. If no quorum is met at the further AGM, the Members present, in person or through audio, audio visual link or other electronic communication, 15 minutes after the further AGM's scheduled start time are deemed to constitute a valid quorum.
- 5.11 **No quorum at SGM:** If a quorum is not met within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled.
- 5.12 **Control of General Meetings:** The Chairperson chairs General Meetings. If that person is unavailable, another Board Member (appointed by the Board) will preside. In the absence of both of those persons, the Members present will elect a person to chair the General Meeting.
- 5.13 **Omissions and irregularities:** The General Meeting and its business will not be invalidated if one or more Members do not receive notice of the meeting. The General Meeting and its business will not be invalidated by an irregularity, error or omission in notices, agendas and papers of the meeting or notice within the required time frame or the omission to give notice to all Members and any other error in the organisation of the meeting if:
- (a) the chair of the meeting in their discretion determines that it is still appropriate for the meeting to proceed despite the irregularity, error, or omission; and

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

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

5.15 **Voting:** is the following types of Members are entitled to exercise one vote on any motion at a General Meeting:

(1) Senior Members;

(2) Junior Members, provided that a Junior Member's right to vote may only be exercised by a parent or legal guardian of that Junior Member, who is also a Parent / Guardian Member of the Club, and in each case on a one vote per Junior Member basis; and

(3) Life Members.

For the avoidance of Doubt, the following types of Members do not have any right to vote on any motion at a General Meeting:

a) Non-Playing Members;

b) Parent / Guardian Members;

c) Any 'social' member, 'affiliate' member or new class of member, unless this Constitution is varied to allow that new class of member to vote at general Meetings;

d) Any Member who has not paid any membership fees applicable to their membership.

5.16 **Voting by electronic means:** Voting by electronic means which can be cast and counted before or at the General Meeting (but not after) may be permitted by the Board. In such case, the Board may determine the rules and procedures applicable to any electronic voting process.

5.17 **Conduct of voting:** Voting is conducted by voices or a show of hands as determined by the chair of the meeting, unless a secret ballot is called for and approved by the chair or twenty (20) Members attending the General Meeting, or as otherwise required under this Constitution.

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

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

5.20 **Resolution passed in lieu of meeting:** Written resolutions may not be passed in lieu of a General Meeting.

6. **Board**

6.1 **Functions and powers:** The Board is the Club's committee as required by s45(1) of the Act. Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution the Board 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, including without limitation the power to from time to time adopt such processes, protocols and set such bylaws, and vary or replace the same, as the Board considers appropriate.

- 6.2 **Composition:** The Board consists of the Chairperson, the Secretary, the Treasurer and up to six (6) other persons elected at the AGM (or otherwise elected or appointed pursuant to this Constitution).
- 6.3 **Role of Chairperson:** The Chairperson will engage in activities agreed with the Board which may include activities to promote the Club, good relations and communications between Members, the reputation and best interests of the Club, and to preside at Club events.
- 6.4 **Role of Secretary:** The Secretary will:
- (a) attend to all correspondence and keep minutes of General Meetings and Board meetings and ensure that any subcommittee keeps minutes; and
 - (b) keep all records and generally perform all the secretarial work of the Club. With the written approval of the Board these tasks may be varied or delegated but the Secretary remains responsible for their performance.
- 6.5 **Role of Treasurer:** The Treasurer will:
- (a) receive all money paid to or received by the Club and pay all accounts approved by the Board. The Board may delegate levels of payment to the Treasurer from time to time as the Board considers appropriate by written authority;
 - (b) invest all funds of the Club in the manner directed by the Board; and
 - (c) keep the Club's financial accounts, submit appropriate financial statements at the AGM and undertake other tasks required by the Board.
- 6.6 **Election of Board Members:** Board Members are elected as follows:
- (a) the Board must call for nominations for any Board Member positions that are to be vacated at an AGM at least twenty (20) Working Days before the AGM;
 - (b) nominations are made in the form decided by the Board and must be received by the date set by the Board and if no date is set, at least ten (10) Working Days before the AGM;
 - (c) the Board must give notice of the nominations to all Members at least five (5) Working Days before the AGM;
 - (d) at the AGM, if there are more nominees than number of positions available, the election is by secret ballot, unless otherwise decided by the Chair of the General Meeting and approved by a Special Resolution of Members. If a secret ballot is held, two scrutineers must be appointed at the General Meeting to count the votes;
 - (e) those nominees who have the highest number of votes in their favour to fit the number of vacant positions are declared elected;
 - (f) if the number of votes for one or more nominees is equal to another nominee, a further vote will be held between the tied nominees;

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

6.7 **Qualification:** Every Board Member must, in writing:

- (a) consent to be a Board Member; and
- (b) certify that they are not disqualified from being elected or holding office as a Board Member by this Constitution or under section 47 of the Act or under section 36B of the Charities Act 2005.

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

- (a) A person who is an employee of, or independent contractor to, the Club.
- (b) A person who is disqualified from being elected or holding office as a Board Member under section 47 of Act or under section 36B of the Charities Act 2005.
- (c) A person who has been removed as a Board Member following a process under this Constitution or any Bylaw.

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

6.9 **Term of office:** The term of office for all Board Members is one (1) cricket season measured from one AGM to the next, and in any case expiring at the end of the next AGM after they were appointed. A Board Member may be re-elected to the Board for a maximum of ten (10) consecutive terms of office, and thereafter must stand down for at least 2 years before being eligible to hold any position on the Board. The term of any period served to fill a Casual Vacancy is disregarded for the purposes of calculating the total term served.

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

- (a) appoint a person of their choice to fill the Casual Vacancy only until the next AGM, at which a person may (or may not) be elected to fill the vacant position on the Board; or
- (b) leave the Casual Vacancy unfilled until the next AGM, at which a person may (or may not) be elected to fill the vacant position on the Board.

6.11 **Suspension of Board Member:** If any Board Member is or may be the subject of an allegation, notice or charge described under clause 6.8 or any circumstances arise in relation to a Board Member which are or may be of concern to the Board, the remaining Board Members may by Special Resolution suspend the Board Member from the Board and set conditions as it requires pending the final determination of the allegation, notice, charge or circumstances. Before imposing any suspension, the Board Member must be given notice of the suspension.

6.12 **Removal of Board Member:**

- (a) The Board may, by Special Resolution, remove any Board Member from the Board before the expiry of their term of office if the Board considers the Board Member concerned:
 - (i) has seriously breached duties under this Constitution or the Act; or
 - (ii) is no longer a suitable person to be a Board Member.
- (b) The Board 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 Board Member who is the subject of the motion must be given:
 - (i) notice that a Board meeting is to be held to discuss the motion to remove the Board Member; and
 - (ii) adequate time to prepare a response; and
 - (iii) the opportunity prior to the Board meeting to make written submissions; and
 - (iv) the opportunity to be heard at the Board meeting.

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

- (a) their term expires;
- (b) the person resigns by delivering a signed notice of resignation to the Board;
- (c) the person is removed from office under this Constitution;
- (d) the person becomes disqualified from being an officer under section 47(3) of the Act or section 36B of the Charities Act 2005;
- (e) the person dies.

7. **Board meetings**

- 7.1 **Calling meetings: Board** meetings may be called at any time by the Chair or by three (3) Board Members, but generally the Board shall meet at least bi-monthly, and shall endeavour to meet more frequently during the cricket season.
- 7.2 **Meeting procedure:** Except to the extent specified in the Act or this Constitution, the Board may regulate its own procedure.
- 7.3 **Quorum:** The quorum for a Board meeting is four (4) Board Members. Any Board Member may be counted for the purposes of a quorum, participate in any and vote on any proposed resolution at a Board meeting without being physically present (i.e. by phone, audio or audio-visual link or other electronic means) but only if all persons participating in the Board meeting can hear each other effectively and simultaneously.
- 7.4 **Chair:** The Chairperson will ordinarily act as Chair and chair Board meetings. If the Chair is unavailable, another Board Member must be appointed by the Board to undertake the Chair's role during the period of unavailability.

7.5 **Voting:** Each Board Member has one vote. Voting is by voices or on request of any Board Member by a show of hands or by a ballot. Proxy and postal votes are not permitted. Voting by electronic means is permitted. The Chair does not have a casting vote in the event of a tied vote on any Board resolution.

7.6 **Resolution in writing:** A resolution in writing signed or consented to by email or other electronic means by a majority of Board Members is valid as if it had been passed at a Board meeting. Board Members may sign a resolution electronically, by placing a digital version of their signature on the resolution, or by any other electronic or digital means. In addition to conventional forms of recording a board resolution, any board resolution may consist of several documents in the same form each signed by one or more Board Members, or may consist of a series of emails which together show the agreement, approval or consent of the requisite number of Board Members.

8. **Officers' Duties**

An Officer:

- (a) when exercising powers or performing duties as an Officer, must act in good faith and in what the Officer believes to be the best interests of the Club;
- (b) must exercise a power as an Officer for a proper purpose;
- (c) must not act, or agree to the Club acting, in a manner that contravenes the Act or this Constitution;
- (d) when exercising powers or performing duties as an Officer, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances, taking into account, but without limitation the nature of the Club, the nature of the decision and the position of the Officer and the nature of the responsibilities undertaken by them;
- (e) must not agree to the activities of the Club being carried on in a manner likely to create a substantial risk of serious loss to the Club's creditors or cause or allow the activities of the Club to be carried on in a manner likely to create a substantial risk of serious loss to the Club's creditors;
- (f) must not agree to the Club incurring an obligation unless the Officer believes at that time on reasonable grounds that the Club will be able to perform the obligation when it is required to do so; and
- (g) when exercising powers or performing duties as an Officer, may rely on reports, statements, and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:
 - (i) an employee whom the Officer believes on reasonable grounds to be reliable and competent in relation to the matters concerned;
 - (ii) a professional adviser or expert in relation to matters that the officer believes on reasonable grounds to be within the person's professional or expert competence; or
 - (iii) any other Officer or subcommittee of Officers on which the Officer did not serve in relation to matters within the Officer's or subcommittee's designated authority,

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

9. **Interests**

- 9.1 **Register of interests:** The Board must keep a register of interest disclosures made by Officers.
- 9.2 **Duty to disclose interest:** An Officer who is Interested in a Matter relating to the Club must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Board, as soon as practicable after the officer becomes aware that they are interested in the Matter and include it in the register of interests.
- 9.3 **Consequences of being Interested:** A Board Member who is Interested in a Matter:
- (a) must not vote or take part in a decision of the Board relating to the Matter, unless all non-interested Board 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 Board Members consent;
 - (c) must not take part in any Board discussion relating to the Matter or be present at the time of the Board decision, unless all non-interested Board Members consent;
 - (d) may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.
- 9.4 **Calling of SGM:** Despite clause 9.3, if 50% or more Board Members are Interested in a Matter, an SGM must be called to consider and determine the Matter.
- 9.5 **Notice of failure to comply:** The Board must notify Members of a failure to comply with section 63 or 64 of the Act, and of any transactions affected, as soon as practicable after becoming aware of the failure.

10. **Patrons**

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

11. **Club Manager**

- 11.1 **Role of Club Manager:** The Board may engage a Club Manager. The Club Manager is under the direction of the Board and is responsible for the day-to-day management of the Club under this Constitution and the Bylaws and within any delegated authority from the Board.
- 11.2 **Board involvement:** The Club Manager may attend Board meetings when required by the Board but has no voting rights.

12. Finances

- 12.1 **Control and management of finances:** The funds and property of the Club are controlled, invested and disposed of by the Board, subject to this Constitution and devoted solely to the promotion of the purposes of the Club set out in clause 3.
- 12.2 **Balance date:** The Club's balance date is 30 June in any given year or on such other date as the Board may decide.
- 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:
- (a) receiving reimbursement of actual and reasonable expenses incurred, or
 - (b) entering into any transactions with the Club for goods or services supplied to or from them, which are at arms' length, relative to what would occur between unrelated parties,
- provided no Officer or Member is allowed to influence any such decision made by the Club in respect of payments or transactions between it and them, their direct family or any associated entity.

13. Indemnity and insurance

- 13.1 **Indemnity:** The Club may indemnify its current and former Officers and employees as permitted by section 96 of the Act.
- 13.2 **Insurance:** With the prior approval of its Board, the Club may effect insurance for its current and former Officers and employees as permitted by section 97 of the Act.
- 13.3 **Indemnity for Officers:** The Club is authorised to indemnify an Officer under section 96 of the Act or effect insurance for an Officer under section 97 of the Act for the following matters:
- (a) liability (other than criminal liability) for a failure to comply with a duty under sections 54 to 61 of the Act or any other duty imposed on the Officer in their capacity as an Officer; and
 - (b) costs incurred by the Officer for any claim or proceeding relating to that liability.

14. Amendments

- 14.1 **Amendments:** This Constitution may only be amended or replaced by Special Resolution of Members at a General Meeting, or in the case of minor or technical amendments, then in accordance with s31 of the Act.
- 14.2 **No amendment:** No addition to, deletion from or alteration of this Constitution may be made which would allow personal pecuniary profits to any individuals.

15. Bylaws and Integrity

- 15.1 **Bylaws:** The Board may make and amend Bylaws for the conduct and control of the Club's activities and codes of conduct applicable to Members. Any Bylaw must be

consistent with this Constitution, the Club's purposes set out in clause 3, the Act and any other laws. All Bylaws are binding on the Club and the Members. The making, amendment, revocation, or replacement of a Bylaw is not an amendment of this Constitution.

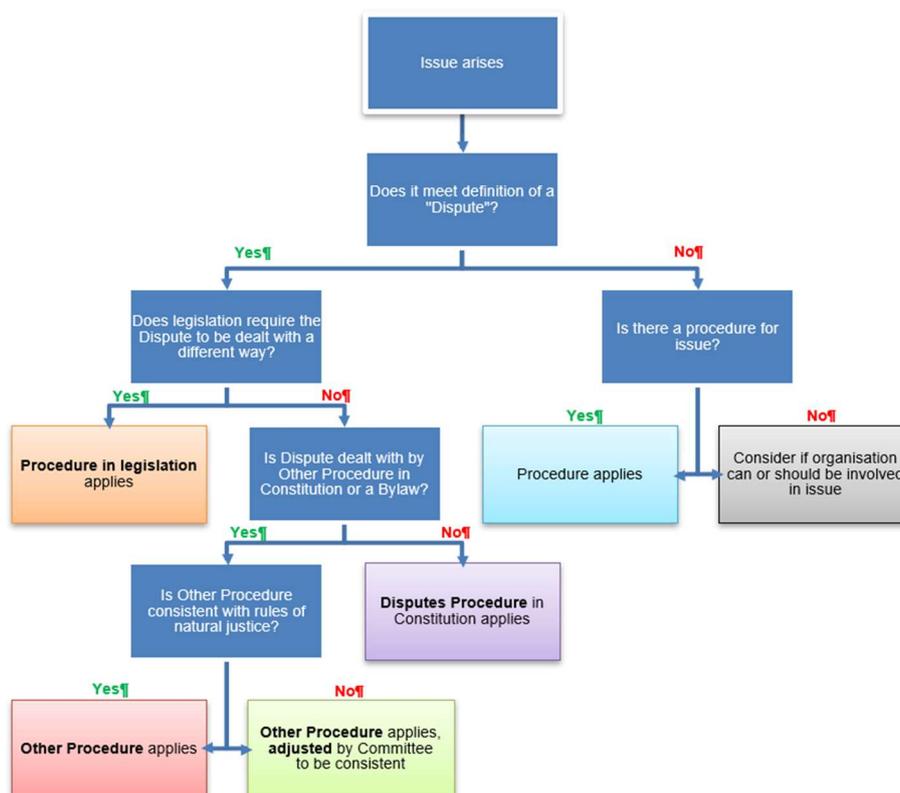
- 15.2 **Definition:** In this clause 15.2 **Integrity Code** means the Code of Integrity for Sport and Recreation issued by the Sport Integrity Commission under section 19 of the Integrity Sport and Recreation Act 2023.
- 15.3 **Integrity Code binding:** If New Zealand Cricket adopts the Integrity Code, the Club agrees to the application of the Integrity Code to it and agrees to be bound by it.
- 15.4 **Application to Members:** If New Zealand Cricket adopts the Integrity Code, all Members of the Club agree to the application of the Integrity Code to them and agree to be bound by it.

16. **Dispute resolution**

- 16.1 **Definitions:** In this clause 16:
- (a) **Dispute** means a disagreement or conflict between and among any one or more Members, any one or more Officers and the Club, that relates to an allegation that:
 - (i) a Member or an Officer has engaged in misconduct; or
 - (ii) a Member or an Officer has breached, or is likely to breach, a duty under this Constitution or the Act; or
 - (iii) the Club has breached, or is likely to breach, a duty under this Constitution or the Act; or
 - (iv) a Member's rights or interests as a member have been damaged or Members' rights or interests generally have been damaged;
 - (b) **Disputes Procedure** means the procedure for resolving a Dispute set out in clauses 16.5 to 16.13;
 - (c) a **Member** is a reference to a Member acting in their capacity as a Member;
 - (d) an **Officer** is a reference to an Officer acting in their capacity as an Officer.
- 16.2 **Application of other legislation to a Dispute:** The Disputes Procedure will not apply to a Dispute to the extent that other legislation requires the Dispute to be dealt with in a different way. The Disputes Procedure will have no effect to the extent that it contravenes, or is inconsistent with, that legislation.
- 16.3 **Application of other procedures under this Constitution or in a Bylaw:**
- (a) If the Dispute is dealt with by a separate procedure under this Constitution or in a Bylaw (**Other Procedure**), that Other Procedure applies to the exclusion of the Disputes Procedure. If any part of the Other Procedure is inconsistent with the rules of natural justice, that part will not apply, but the remainder of the Other Procedure will continue to apply together with adjustments as determined by the Board in its discretion so that the Other Procedure is consistent with the rules of natural justice.

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

16.4 **Application of the Disputes Procedure:** If the Dispute is not required by other legislation to be dealt with in a different way and it is not dealt with by any Other Procedure, the Disputes Procedure applies to the Dispute. The following diagram is included as guidance:



Disputes Procedure

16.5 **Raising a complaint:**

- (a) A Member or an Officer may start the Disputes Procedure (a **Complaint**) by giving written notice to the Board setting out:
- (i) the allegation to which the dispute relates and who the allegation is against; and
 - (ii) any other information reasonably required by the Club for setting out a Complaint.
- (b) The Club may make a Complaint involving an allegation against a Member or an Officer by giving notice to the person concerned setting out the allegation to which the Dispute relates.
- (c) The information given must be enough to ensure a person against whom the Complaint is made is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.

- 16.6 **Investigating and determining Disputes:** Unless otherwise provided, the Club must as soon as is reasonably practicable after receiving or becoming aware of a Complaint, ensure the Dispute is investigated and determined. Disputes must be dealt with in a fair, efficient, and effective manner.
- 16.7 **Decision to not proceed with a matter:** Despite the contents of the Disputes Procedure, the Club may decide not to proceed with a matter if:
- (a) the Complaint is trivial; or
 - (b) the Complaint does not appear to disclose or involve any allegation of the following kind:
 - (i) any material misconduct; or
 - (ii) any material breach or likelihood of material breach of a duty under this Constitution or the Act; or
 - (iii) any material damage to a Member's rights or interests or Members' rights or interests generally; or
 - (c) the Complaint appears to be without foundation or there is no apparent evidence to support it; or
 - (d) the person who makes the Complaint has an insignificant interest in the matter; or
 - (e) the conduct, incident, event, or issue giving rise to the Complaint has already been investigated and dealt with under this Constitution; or
 - (f) there has been an undue delay in making the Complaint.
- 16.8 **Complaint may be referred:** The Club Board may at its discretion choose to investigate and determine any Complaint itself, or refer a Complaint to:
- (a) a hearing body or person authorised, delegated or appointed by the Board to hear and resolve Disputes, and includes an arbitral tribunal (**Hearing Body**); or
 - (b) a subcommittee or an external person to investigate and report; or
 - (c) any type of consensual dispute resolution with the consent of all parties to the Complaint.
- 16.9 **Hearing Body:** The Board may determine the composition, jurisdiction, functions and procedures of, and any sanctions which can be imposed by, any Hearing Body. Each Hearing Body has delegated authority by the Board to resolve, or assist to resolve, Complaints.
- 16.10 **Bias:** An individual may not be part of a Hearing Body in relation to a Complaint if two or more members of the Board or of the Hearing Body consider there are reasonable grounds to believe that the individual may not be:
- (a) impartial; or
 - (b) able to consider the matter without a predetermined view.
- 16.11 **Complainant's right to be heard:**
- (a) The Member or Officer has a right to be heard before the Complaint is resolved or any outcome is determined. If the Club makes a Complaint, the Club has a right

to be heard before the Complaint is resolved or any outcome is determined, and a Board Member may exercise that right on behalf of the Club.

- (b) A Member or Officer or the Club must be taken to have been given the right if:
 - (i) the Member or Officer or the Club has a reasonable opportunity to be heard in writing or at an oral hearing, if one is held; and
 - (ii) an oral hearing is held if the Hearing Body considers that an oral hearing is needed to ensure an adequate hearing; and
 - (iii) an oral hearing, if any, is held before the Hearing Body; and
 - (iv) the Member's or Officer's or the Club's written statement or submission, if any, are considered by the Hearing Body.

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

- (a) the Respondent is fairly advised of all allegations concerning the Respondent, with sufficient details and time given to enable the Respondent to prepare a response; and
- (b) the Respondent has a reasonable opportunity to be heard in writing or at an oral hearing, if one is to be held; and
- (c) an oral hearing is held if the Hearing Body considers that an oral hearing is needed to ensure an adequate hearing; and
- (d) an oral hearing, if any, is held before the Hearing Body; and
- (e) the Respondent's written statement or submissions, if any, are considered by the Hearing Body.

16.13 **Appeals:** There is no right of appeal or right of review of a decision unless specified in this Constitution, the Bylaws or in the constitution or bylaws of the Association.

17. Liquidation and removal

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

- (a) to appoint a liquidator;
- (b) to remove the Club from the Register of Incorporated Societies; or
- (c) for the distribution of the Club's surplus assets.

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

17.2 **Two Special Resolutions:** In order to be effective, any resolution for a motion set out in clauses 17.1(a) to (c) must be passed first by a Special Resolution of Members at a SGM ("**First SGM**"), and then again by a Special Resolution of Members at a subsequent SGM

("Second SGM") to occur not less than ten (10) Working Days after the first SGM. The date for the Second SGM shall be set by Ordinary Resolution of Members at the First SGM.

- 17.3 **Surplus assets:** The surplus assets of the Club, after the payment of all costs, debts and liabilities, must be disposed of to organisation(s) with charitable status which are exclusively charitable and that shares similar purposes to the Club.

18. **Matters not provided for**

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

19. **Transition**

- 19.1 **Transition:** This clause 19 applies to facilitate transition of the Club from the previous rules to this Constitution. If this clause is inconsistent with any other clause in this Constitution, this clause applies to the extent of the inconsistency and the other clause will not.
- 19.2 **Power of Board during transition period:** Subject to the Act, the Board may amend any requirement for and/or the date by which this Constitution requires anything to be done. This clause applies for nine months from the date this Constitution is adopted and is solely to enable flexibility in the transition of the Club from the previous rules to this Constitution and to correct any unintended consequences occurring through different wording being used.
- 19.3 **Transition of Board Members:** All Board Members appointed and holding office under the Club's previous rules shall continue to hold the same office until the Club's next AGM.
- 19.4 **Common Seal:** The Club is no longer required to have or use a common seal for contracting purposes (and may contract as provided in s123 of the Act). Nevertheless, the Board may at its discretion from time to time choose to continue using the Club's common seal for official and/or contracting purposes. For the avoidance of doubt the Club's common seal adopted prior to this Constitution shall continue to be the Club's common seal.