



# **Constitution of the Cambridge Badminton Club (Incorporated)**

**The Incorporated Societies Act 2022**

**Adopted on 1 December 2025 – Version 4.1**

**5 MacLean Street, Cambridge**

**[info@cambridgebadminton.co.nz](mailto:info@cambridgebadminton.co.nz)**

**[www.cambridgebadminton.co.nz](http://www.cambridgebadminton.co.nz)**

## INTRODUCTORY RULES

### 1. Name

- 1.1. The name of the society is the Cambridge Badminton Club (Incorporated) (in this Constitution referred to as the '**Club**').

### 2. Charitable Status

- 2.1. The **Club** is registered as a charitable entity under the Charities Act 2005.

### 3. Definitions

- 3.1. In this Constitution, unless the context requires otherwise, the following words and phrases have the following meanings:

**'Act'** means the Incorporated Societies Act 2022 or any Act which replaces it (including amendments to it from time to time), and any regulations made under the Act or under any Act which replaces it.

**'Annual General Meeting'** means a meeting of the **Members** of the **Club** held once per year which, among other things, will receive and consider reports on the **Club's** activities and finances.

**'Chairperson'** means the **Officer** responsible for chairing **General Meetings** and committee meetings, and who provides leadership for the **Club**, and in this context, refers to the President of the **Club**.

**'Club Captain'** means the **Officer** elected or appointed to be responsible for the coordination and management of the **Club's** playing sessions and other activities as determined by the **Committee**.

**'Club Service Award'** is a formal recognition granted by the **Club** to any **Member** of the **Club** in acknowledgement of their exceptional and sustained service to the **Club**. A **Member** may be nominated and elected for the **Club Service Award** by the **Club Committee**, provided all of the following criteria are met, unless the **Committee** decides otherwise in exceptional circumstances;

- a. The **Member** must have been a **Member** of the **Club** for at least 10 years; and
- b. The **Member** must have held a position of responsibility within the **Club**; and
- c. The **Member** must have demonstrated good character and have a positive reputation within the wider Waikato badminton community; and
- d. The nomination must receive at least 75% approval in a formal vote at a meeting of the **Club Committee**.

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

**'Constitution'** means the rules in this document.

**‘Deputy Chairperson’** means the **Officer** elected or appointed to deputise in the absence of the **Chairperson**, and in this context, refers to the Deputy President of the **Club**.

**‘Executive Office Holder’** means an **Officer** elected or appointed by the **Committee** to act on behalf of the **Club** with the Inland Revenue Department (IRD).

**‘Financial Member’** means any **Member** who has paid all required membership fees and other financial obligations to the club by the due date, and who is not in arrears for any outstanding payments. Life Members are deemed as having no annual membership fees to pay, but who may have other financial obligations.

**‘Financial Year’** means the period starting on 1 October in each year and ending on 30 September in the following year.

**‘General Meeting’** means either an **Annual General Meeting** or a **Special General Meeting** of the **Members** of the **Club**.

**‘Interested Member’** means a **Member** who is interested in a matter for any of the reasons set out in section 62 of the **Act**.

**‘Interests Register’** means the register of interests of **Officers**, kept under this **Constitution** and as required by section 73 of the **Act**.

**‘Life Member’** means any **Member** who has been granted honorary membership by the **Club** in recognition of exceptional service, contribution, or loyalty to the **Club**. **Life Members** shall be exempt from the payment of annual membership fees but shall retain all rights and privileges of a **Financial Member**, subject to the rules of the club. Life Membership may be conferred upon a **Member** through nomination and election by the **Club Committee** upon receiving a two-thirds majority vote. The **Member** must have first been awarded a **Club Service Award** prior to nomination. A **Life Member** may resign from their membership at any time or be removed by a majority vote of the **Club Committee** for actions deemed detrimental to the best interests or reputation of the **Club**.

**‘Matter’** means—

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

**‘Member’** means a person who has consented to become a **Member** of the **Club**, has been properly admitted to the **Club** and who has not ceased to be a **Member** of the **Club**.

**‘Non-Financial Member’** means any **Member** who has not paid the required membership fees or has outstanding debts to the **Club**, and whose membership privileges have been suspended until such obligations are met.

**‘Notice’** to **Members** includes any notice given by email, post, or advertisement.

**‘Officer’** means a natural person who is:

- a. a member of the **Committee**, or
- b. occupying a position in the **Club** that allows them to exercise significant influence over the management or administration of the **Club**, including any Chief Executive or Treasurer.

**‘Patron’** shall mean an individual who, through significant past contributions to the **Club**, has earned the respect and admiration of the membership. A **Patron’s** involvement is honorary, and they do not have voting rights or eligibility to hold office within the club, unless they do so by being a **Member** or **Life Member**. However, their expertise and guidance are valued, and they may be consulted on matters of importance, as determined by the **Club Committee**. The **Patron’s** role is one of mentorship and advisory support, and their continued connection with the club is at the discretion of the **Committee**.

**‘Playing Season’** means the season for playing badminton by senior **Members** and means the period starting on 1 March each year and ending on the last day of February in the following year. Dates are set and can be amended at a **General Meeting**.

**‘Purposes’** means the purposes of the Society as set out in clause 4.

**‘Register of Members’** means the register of **Members** kept under this **Constitution** as required by section 79 of the **Act**.

**‘Secretary’** means the **Officer** responsible for the matters specifically noted in this **Constitution**.

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

**‘Subscription’** means the annual subscription payable by the **Members** set in accordance with clause 18.

**‘Working Days’** mean as defined in the Legislation Act 2019. Examples of days that are not **Working Days** include, but are not limited to, the following – a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign’s birthday, Te Rā Aroki a Matariki/Matariki Observance Day, and Labour Day.

#### **4. Purposes and Objectives**

- 4.1. The **Club** is established and maintained exclusively for charitable purposes (including any purposes ancillary to those charitable purposes), namely:
  - a. advancing education by promoting knowledge, skills and healthy practices through sport and the playing of badminton.
  - b. benefiting the community by providing accessible opportunities for individuals of all ages and abilities to engage in physical activity, promoting health and well-being through the sport of badminton and through social connection.

- c. Any income, benefit, or advantage must be used to advance the charitable purposes of the **Club**.

4.2. The objectives of the **Club** are:

- a. To provide facilities for the playing of badminton and such other sports or pastimes as the **Club** or the **Committee** may from time to time decide.
- b. To affiliate with or become a member of any association controlling or promoting badminton when in the best interest of the **Club**.
- c. To foster and encourage the sport of badminton and promote the interest of the **Club** and its **Members** in such activities.

5. **Act and Regulations**

- 5.1. Nothing in this **Constitution** authorises the **Club** to do anything which contravenes or is inconsistent with the **Act**, any regulations made under the **Act**, or any other legislation.

6. **Registered Office**

- 6.1. The registered office of the **Club** shall be at such a place in New Zealand as the **Committee** from time to time determines.
- 6.2. Changes to the registered office shall be notified to the Registrar of Incorporated Societies—
- a. at least 5 working days before the change of address for the registered office is due to take effect, and
  - b. in a form and as required by the **Act**.

7. **Contact Person**

- 7.1. The **Club** shall have at least 1 but no more than 3 contact person(s) whom the Registrar can contact when needed
- 7.2. The **Club's** contact person must be:
- a. At least 18 years of age, and an
  - b. Ordinarily resident in New Zealand.
- 7.3. A contact person can be appointed by the **Committee** or elected by the **Members** at a **General Meeting**.
- 7.4. Each contact person's name must be provided to the Registrar of Incorporated Societies, along with their contact details, including:
- a. a physical address or an electronic address, and
  - b. a telephone number.

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

## **MEMBERS**

### **8. Minimum number of Members**

- 8.1. The **Club** shall maintain the minimum number of **Members** required by the **Act**.
- 8.2. The **Club**, in **General Meetings**, from time to time, may fix the maximum number of members of the **Club** or remove any such restrictions previously imposed.

### **9. Types of Members**

- 9.1. The classes of membership and the method by which **Members** are admitted to different classes of membership are as follows:
- a. **Member**  
A **Member** is an individual admitted to membership under this **Constitution** and who has not ceased to be a **Member**.
  - b. **Life Member**  
A **Life Member** is a person honoured for highly valued services to the **Club** elected as a **Life Member** as defined. A **Life Member** shall have all the rights and privileges of a **Member** and shall be subject to all the same duties as a **Member** except those of paying subscriptions and levies.

### **10. Membership Classes**

- 10.1. A Senior **Member** is a person who has attained the age of 16 years as of the 1<sup>st</sup> January of the new playing season/financial year.
- 10.2. A Junior **Member** is a person who is under the age of 16 years as of the 1<sup>st</sup> January of the new playing season/financial year.
- 10.3. Junior Members shall not have the right to vote at any meeting of the **Club**, or be elected to, or hold any office in the **Club**.
- a. At the discretion of the Committee, Junior Members may be granted permission to play in Senior Sessions, subject to their playing ability and maturity.

### **11. Becoming a Member: consent**

- 11.1. Every applicant for membership must consent in writing to become a **Member** during each **Financial Year** and for each **Playing Season**. This consent may be in the form of a physical or electronic registration and submitting such a form of registration will be accepted as an application for membership. Parents/caregivers/guardians must complete registrations on behalf of Junior **Members**.

## 12. **Becoming a Member: process**

- 12.1. An applicant for membership must complete and sign any application form, supply any information, or attend an interview as may be reasonably required by the **Committee** regarding an application for membership and will become a **Member** on acceptance of that application by the **Committee** and once payment has been made for any subscriptions (current and any outstanding).
- 12.2. The **Committee** may accept or decline an application for membership at its sole discretion. The **Committee** must advise the applicant of its decision.
- 12.3. The signed written consent (in the form of physical or electronic Registration) of every **Member** to become a **Club Member** shall be retained in the **Club's** membership records.

## 13. **Members' Obligations and Rights**

- 13.1. Every **Member** shall provide the **Club** in writing with that **Member's** name and contact details (namely, physical or email address and a telephone number) and promptly advise the **Club** in writing of any changes to those details.
- 13.2. All **Members** shall promote the interests and purposes of the **Club** and shall do nothing to bring the **Club** into disrepute.
- 13.3. A **Member** is only entitled to exercise the rights of membership (including attending and voting at **General Meetings**, accessing or using the **Club's** premises, facilities, equipment and other property, and participating in **Club** activities) if all subscriptions and any other fees have been paid to the **Club** by their respective due dates, but no **Member** or **Life Member** is liable for an obligation of the **Club** by reason only of being a **Member**.
- 13.4. The **Committee** may decide what access or use **Members** may have of or to any premises, facilities, equipment or other property owned, occupied or otherwise used by the **Club**, and to participate in **Club** activities, including any conditions of and fees for such access, use or involvement.

## 14. **Rescinding Membership**

- 14.1. If an existing **Member** believes that a newly admitted **Member** is not a person who is suitable to be a **Member**, the existing **Member** must give notice to the **Committee** within thirty days of the new **Member** joining the **Club**.
- 14.2. Upon receiving notice under clause 14.1., the **Committee** may consider the following factors when deciding whether to rescind a new **Member's** membership:
  - a. The likely contribution the new **Member** will make to the **Club**;
  - b. The reputation of the new **Member**; and
  - c. Any evidence presented by an existing **Member(s)** regarding the suitability of the new **Member** as a **Member** of the **Club**.

- 14.3. If a new **Member**'s membership is rescinded, the **Committee** will promptly give notice to the new **Member** of that decision. The **Committee** shall not be required to give reasons for the rescinding of a new membership.

## 15. Ceasing to be a Member

### 15.1. A **Member** ceases to be a **Member** –

- a. by resignation from that **Member**'s class of membership by written notice signed by that **Member**, or by email, to the **Committee**, or
- b. by not reapplying to become a member at the beginning of the **Playing Season**, or
- c. on termination of a **Member**'s membership following a dispute resolution process under this **Constitution**, or
- d. on death, or
- e. by resolution of the **Committee** where—
  - i. The **Member** has failed to pay a subscription, levy or other amount due to the **Club** by the due date for payment.
  - ii. In the opinion of the **Committee** the **Member** has brought the **Club** into disrepute.

with effect from (as applicable)—

- iii. the date of receipt of the **Member**'s notice of resignation by the **Committee** (or any subsequent date stated in the notice of resignation), or
- iv. the date of termination of the **Member**'s membership under this **Constitution**, or
- v. the date of death of the **Member** (or if a body corporate from the date of its liquidation or deregistration, or if a partnership from the date of its dissolution), or
- vi. the date specified in a resolution of the **Committee** and when a **Member**'s membership has been terminated the **Committee** shall promptly notify the former **Member** in writing.

## 16. Obligations once Membership has ceased

### 16.1. A **Member** who has ceased to be a **Member** under this **Constitution**—

- a. remains liable to pay all subscriptions and other fees to the **Club**'s next balance date,
- b. shall cease to hold himself or herself out as a **Member** of the **Club**, and
- c. shall return to the **Club** all material provided to **Members** by the **Club** (including any membership certificate, badges, handbooks and manuals etc, when requested).
- d. shall cease to be entitled to any of the rights of a **Club Member**.

## 17. Becoming a Member again

- 17.1. Any former **Member** may apply for re-admission in the manner prescribed for new applicants and may be re-admitted only by resolution of the **Committee**.



17.2. However, if a former **Member**'s membership was terminated following a disciplinary or dispute resolution process, the applicant may be re-admitted only by a resolution passed at a **General Meeting** on the recommendation of the **Committee**.

## 18. Subscriptions and Fees

18.1. The annual subscription/s and any other fees for membership during the **Financial Year** and for the next **Playing Season** shall be set by resolution of a **General Meeting** (which can also decide that payment be made by periodic instalments and when these instalment payments are made).

18.2. Subject to being set by resolution of a **General Meeting**, annual subscriptions are due and payable before the first day of March.

18.3. Any **Member** failing to pay the annual subscription (including any periodic payment), any levy, or any capitation fees, by the date due for payment shall be considered a **Non-Financial Member** and shall (without being released from the obligation of payment) have no membership rights and shall not be entitled to participate in any **Club** activity or to access or use the **Club**'s premises, facilities, equipment and other property until all the arrears are paid. If such arrears are not paid by the due date for payment of the subscription, any other fees, or levy the **Committee** may terminate the **Member**'s membership (without being required to give prior notice to that **Member**).

18.4. The **Committee** may in its discretion, in any special circumstances which it considers justify the same, make such reduction or concession in subscriptions due from any **Member** as it decides.

## GENERAL MEETINGS

### 19. Procedures for all General Meetings

19.1. The **Committee** shall give all **Members** at least 10 **Working Days**' written **Notice** of any **General Meeting** and of the business to be conducted at that **General Meeting**.

19.2. Written **Notice** may include any, but not necessarily all, of the following; physical communication, electronic communication including email and/or social media, written circular, and/or advertisement in a newspaper circulating within the Cambridge area.

19.3. Physical or electronic **Notice** will be addressed to the **Member** at the contact/email address notified to the **Club** and recorded in the **Club**'s register of members. The **General Meeting** and its business will not be invalidated simply because one or more **Members** do not receive the **Notice** of the **General Meeting**.

19.4. Only **Financial Members** may attend, speak and vote at **General Meetings**—

- a. in person, or
- b. by a signed original written proxy (an email or copy not being acceptable) in favour of some individual entitled to be present at the meeting and received by, or handed to, the **Committee** before the commencement of the **General Meeting**, or

c. no other proxy voting shall be permitted.

- 19.5. **Non-Financial Members**, visitors and guests may attend **General Meetings** as observers only, and cannot vote. The **Chairperson** has the discretion to allow or limit guest participation (such as, but not limited to, speaking).
- 19.6. No **General Meeting** may be held unless at least 15 **Financial Members** attend throughout the meeting, and this will constitute a quorum. In the event of the **Club** having 40 or less voting **Financial Members**, 30% of the membership amount will constitute a quorum.
- 19.7. If, within half an hour after the time appointed for a meeting a quorum is not present, the meeting – if convened upon request of **Members** – shall be dissolved. In any other case it shall stand adjourned to a day, time and place determined by the **Chairperson** of the **Club**, and if at such adjourned meeting a quorum is not present those **Members** present in person or by proxy shall be deemed to constitute a sufficient quorum.
- 19.8. A **Member** is entitled to exercise one vote on any motion at a **General Meeting** in person or by proxy, and voting at a **General Meeting** shall be by voices or by show of hands or, on demand of the **Chairperson** or of 2 or more **Members** present, by secret ballot.
- 19.9. Unless otherwise required by this **Constitution**, all questions shall be decided by a simple majority of those in attendance in person or by proxy and voting at a **General Meeting** or voting by remote ballot.
- 19.10. Any decisions made when a quorum is not present are not valid.
- 19.11. Written resolutions may not be passed in lieu of a **General Meeting**.
- 19.12. **General Meetings** may be held at one or more venues by **Members** present in person and/or using any real-time audio, audio and visual, or electronic communication that gives each **Member** a reasonable opportunity to participate. Using real-time audio, audio and visual, or electronic communication shall only be arranged by the **Committee** when a **Member** has requested to do so and when there has been a minimum of 10 **Working Days'** written **Notice** given to the **Committee**. Any costs associated with the setup, maintenance, or operation of the **Member's** equipment for participation in the AGM via audio, video or other shall be borne solely by the **Member**, and the **Club** shall have no liability or obligation to cover such costs.
- 19.13. All **General Meetings** shall be chaired by the **Chairperson**. If the **Chairperson** is absent, the meeting shall elect another member of the **Committee** to chair that meeting.
- 19.14. Any person chairing a **General Meeting** has a deliberative and, in the event of a tied vote, a casting vote.
- 19.15. Any person chairing a **General Meeting** may –
- a. With the consent of a simple majority of **Members** present at any **General Meeting** adjourn the **General Meeting** from time to time and from place to place but no

business shall be transacted at any adjourned **General Meeting** other than the business left unfinished at the meeting from which the adjournment took place.

- b. Direct that any person not entitled to be present at the **General Meeting**, or obstructing the business of the **General Meeting**, or behaving in a disorderly manner, or being abusive, or failing to abide by the directions of the chairperson be removed from the **General Meeting**, and
- c. In the absence of a quorum or in the case of emergency, adjourn the **General Meeting** or declare it closed.

19.16. The **Committee** may propose motions for the **Club** to vote on ('Committee Motions'), which shall be notified to **Members** with the notice of the **General Meeting**.

19.17. A motion may be voted on ('Member's Motion') at a **General Meeting**, by giving notice to the **Secretary** or **Committee** at least 5 Working Days before that meeting and when requested by a minimum of five **Members**. The **Members** may also provide information in support of the motion ('Member's Information'). If notice of the motion is given to the **Secretary** or **Committee** before written Notice of the **General Meeting** is given to **Members**, notice of the motion shall be provided to **Members** with the written Notice of the **General Meeting**.

## 20. Minutes

20.1. The **Club** must keep minutes of all **General Meetings**.

## 21. Annual General Meetings: when they will be held

21.1. An **Annual General Meeting** shall be held once a year on a date and at a location and/or using any electronic communication determined by the **Committee** and consistent with any requirements in the **Act**, and the **Constitution** relating to the procedure to be followed at **General Meetings** shall apply.

21.2. The **Annual General Meeting** must be held no later than the earlier of the following—

- a. 6 months after the balance date of the **Club**
- b. 15 months after the previous annual meeting.

## 22. Annual General Meetings: business

22.1. The business of an **Annual General Meeting** shall be to—

- a. confirm the minutes of the last **Annual General Meeting** and any **Special General Meeting(s)** held since the last **Annual General Meeting**,
- b. adopt the annual report on the operations and affairs of the **Club**,
- c. adopt the **Committee's** report on the finances of the **Club**, and the annual financial statements,
- d. set any subscriptions for the current financial year,

- e. consider any motions of which prior notice has been given to **Members** with notice of the **Meeting**, and
- f. consider any general business.

22.2. The **Committee** must, at each **Annual General Meeting**, present the following information—

- a. an annual report on the operation and affairs of the **Club** during the most recently completed accounting period,
- b. the annual financial statements for that period, and
- c. notice of any disclosures of conflicts of interest made by **Officers** during that period (including a summary of the matters, or types of matters, to which those disclosures relate).

## 23. **Special General Meetings**

23.1. **Special General Meetings** may be called at any time by the **Committee** by resolution.

23.2. The **Committee** must call a **Special General Meeting** if it receives a written request signed by at least 10 **Members**.

23.3. Any resolution or written request must state the business that the **Special General Meeting** is to deal with.

23.4. The rules in this **Constitution** relating to the procedure to be followed at **General Meetings** shall apply to a **Special General Meeting**, and a **Special General Meeting** shall only consider and deal with the business specified in the **Committee's** resolution or the written request by **Members** for the **Meeting**.

## COMMITTEE

### 24. **Committee Composition**

24.1. The Committee will consist of the following Officers, being

- a. President (acting as Chairperson)
- b. Secretary
- c. Treasurer
- d. Club Captains
- e. Maximum of five additional **Committee** members

24.2. A majority of the **Officers** on the **Committee** must be **Members** of the **Club**.

24.3. The management of the **Club** shall be deputed to a **Committee** consisting of the President, Secretary, Treasurer, Club Captains and five **Committee** members.

- 24.4. A **Club Patron** shall be appointed by the **Committee** and shall act on behalf of the **Club** as defined.
- 24.5. The **Committee** shall have power to appoint any three of its members to act on behalf of the **Committee** as an **Emergency Committee** in any matters requiring decision by the **Committee** where there shall be insufficient time for the **Committee** to meet and consider the same or where the **Emergency Committee** shall in its discretion deem it necessary to act without reference to the **Committee** provided that all decisions of the **Emergency Committee** shall be brought up at the next succeeding **Committee** meeting for confirmation by the **Committee**.

## **25. Functions and Powers of the Committee**

- 25.1. From the end of each **Annual General Meeting** until the end of the next, the **Club** shall be managed by, or under the direction or supervision of, the **Committee**, in accordance with the Incorporated Societies Act 2022, any Regulations made under that **Act**, and this **Constitution**.
- 25.2. The **Committee** has all the powers necessary for managing and for directing and supervising the management of the operation and affairs of the **Club**, subject to such modifications, exceptions, or limitations as are contained in the **Act** or in this **Constitution**.

## **26. Sub-committees**

- 26.1. The **Committee** may appoint sub-committees consisting of such persons (whether or not **Members** of the **Club**) and for such purposes as it thinks fit. Unless otherwise resolved by the **Committee**—
- a. the quorum of every sub-committee is half the members of the sub-committee but not less than 2,
  - b. no sub-committee shall have power to co-opt additional members without approval of the **Committee**,
  - c. a sub-committee must not commit the **Club** to any financial expenditure without express authority from the **Committee**, and
  - d. a sub-committee must not further delegate any of its powers.

## **27. General Matters: Committees**

- 27.1. The **Committee** and any sub-committee may act by resolution approved during a conference call using audio and/or audio-visual technology or through a written ballot conducted by email, electronic voting system, or post, and any such resolution shall be recorded in the minutes of the next **Committee** or sub-committee meeting.
- 27.2. Other than as prescribed by the **Act** or this **Constitution**, the **Committee** or any sub-committee may regulate its proceedings as it thinks fit.
- 27.3. Any matter not expressly provided for in this **Constitution** shall be decided by a simple majority of the members of the **Committee**.

## **28. Execution of Documents**

- 28.1. On behalf of the **Club**, the **Committee** may execute documents by signing them in the name of the **Club**, and any document so signed shall be valid and binding upon the **Club**.

## **COMMITTEE MEETINGS**

### **29. Procedure**

- 29.1. The quorum for **Committee** meetings is at least 5 members of the **Committee**.
- 29.2. A meeting of the **Committee** may be held either—
- a. by a number of the members of the **Committee** who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or
  - b. by means of audio, or audio and visual, communication by which all members of the **Committee** participating and constituting a quorum can simultaneously hear each other throughout the meeting.
- 29.3. A resolution of the **Committee** is passed at any meeting of the **Committee** if a majority of the votes cast on it are in favour of the resolution. Every **Officer** and **Committee** member on the **Committee** shall have one vote.
- 29.4. The members of the **Committee** shall elect one of their number as chairperson of the **Committee**. If at a meeting of the **Committee**, the chairperson is not present, the members of the **Committee** present may choose one of their number to be chairperson of the meeting. The chairperson does have a casting vote in the event of a tied vote on any resolution of the **Committee**.
- 29.5. Except as otherwise provided in this **Constitution**, the **Committee** may regulate its own procedure.

### **30. Frequency**

- 30.1. The **Committee** shall meet at least quarterly at such times and places and in such manner (including by audio, audio and visual, or electronic communication) as it may determine and otherwise where, when and how often as convened by the **Chairperson** or **Secretary**.
- 30.2. The **Secretary**, or other **Committee** member nominated by the **Committee**, shall give to all **Committee** members not less than 5 **Working Days**' notice of **Committee** meetings, but in cases of urgency a shorter period of notice shall suffice.

## **OFFICERS**

### **31. Officers**

- 31.1. Every **Officer** must be a natural person who —
- a. has consented in writing, physical or electronic, to be an officer of the **Club**, and

- b. certifies that they are not disqualified from being elected or appointed or otherwise holding office as an **Officer** of the **Club**.

31.2. **Officers** must not be disqualified under section 47(3) of the **Act** or section 36B of the Charities Act 2005 from being appointed or holding office as an **Officer** of the **Club**, namely

- a. a person who is under 16 years of age
- b. a person who is an undischarged bankrupt
- c. a person who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Financial Markets Conduct Act 2013, or the Takeovers Act 1993, or any other similar legislation
- d. A person who is disqualified from being a member of the governing body of a charitable entity under the Charities Act 2005
- e. a person who has been convicted of any of the following, and has been sentenced for the offence, within the last 7 years —
  - i. an offence under subpart 6 of Part 4 of the **Act**
  - ii. a crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961)
  - iii. an offence under section 143B of the Tax Administration Act 1994
  - iv. an offence, in a country other than New Zealand, that is substantially similar to an offence specified in subparagraphs (i) to (iii)
  - v. a money laundering offence or an offence relating to the financing of terrorism, whether in New Zealand or elsewhere
- f. a person subject to:
  - i. a banning order under subpart 7 of Part 4 of the **Act**, or
  - ii. an order under section 108 of the Credit Contracts and Consumer Finance Act 2003, or
  - iii. a forfeiture order under the Criminal Proceeds (Recovery) Act 2009, or
  - iv. a property order made under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of that Act.

- g. a person who is subject to an order that is substantially similar to an order referred to in paragraph (f) under a law of a country, State, or territory outside New Zealand that is a country, State, or territory prescribed by the regulations (if any) of the **Act**.

31.3. Prior to election or appointment as an **Officer** a person must —

- a. consent in writing, physical or electronic, to be an **Officer**, and
- b. certify in writing that they are not disqualified from being elected or appointed as an **Officer** either by this **Constitution** or the **Act**.

31.4. Note that only a natural person may be an **Officer** and each certificate shall be retained in the **Club's** records.

## 32. **Officers' Duties**

32.1. At all times each **Officer**:

- a. shall act in good faith and in what they believe to be the best interests of the **Club**,
- b. must exercise all powers 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:
  - i. the nature of the **Club**,
  - ii. the nature of the decision, and
  - iii. 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** or 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** or to the **Club's** creditors, and
- f. must not agree to the **Club** incurring an obligation unless they believe at that time on reasonable grounds that the **Club** will be able to fulfil the obligation when it is required to do so.



### 33. Election or Appointment of Officers

33.1. The election of **Officers** shall be conducted as follows.

- a. **Officers** shall be elected during **Annual General Meetings**. However, if a vacancy in the position of any **Officer** occurs between **Annual General Meetings**, that vacancy shall be filled by resolution of the **Committee** and any such appointee must, before appointment, supply a signed consent to appointment and a certificate that the nominee is not disqualified from being appointed or holding office as an **Officer**, as described in the (Qualification of Officers' rule above). Any such appointment must be ratified at the next **Annual General Meeting**.
- b. A candidate's written nomination, accompanied by the written consent of the nominee with a certificate that the nominee is not disqualified from being appointed or holding office as an **Officer** (as described in the 'Qualification of Officers' rule above) shall be received by the **Club** at least 5 **Working Days** before the date of the **Annual General Meeting**. If there are insufficient valid nominations received, further nominations may be received from the floor at the **Annual General Meeting**.
- c. Votes shall be cast in such a manner as the person chairing the meeting determines. In the event of any vote being tied, the tie shall be resolved by the outgoing **Chairperson**, Secretary and Treasurer (excluding those in respect of whom the votes are tied) casting additional votes.
- d. Two **Members** (who are not nominees and who have no conflicts of interest) or non-**Members** appointed by the **Chairperson** shall act as scrutineers for the counting of the votes and destruction of any voting papers.
- e. The failure for any reason of any financial **Member** to receive such **Notice** of the general meeting shall not invalidate the election.
- f. In addition to **Officers** elected under the foregoing provisions of this rule, the **Committee** may appoint other **Officers** for a specific purpose, or for a limited period, or generally until the next **Annual General Meeting**. Unless otherwise specified by the **Committee** any person so appointed shall have full speaking and voting rights as an **Officer** of the **Club**. Any such appointee must, before appointment, supply a signed consent to appointment and a certificate that the nominee is not disqualified from being appointed or holding office as an **Officer** (as described in the 'Qualification of Officers' rule above).

### 34. Term

- 34.1. The term of office for all **Officers** elected to the **Committee** shall be approximately 1 year (typically from one Annual General Meeting to the next Annual General Meeting), expiring at the end of the **Annual General Meeting** in the year corresponding with the last year of each **Officer's** term of office.

### 35. Removal of Officers

- 35.1. An **Officer** shall be removed as an **Officer** by resolution of the **Committee** or the **Club** where in the opinion of the **Committee** or the **Club** –
- a. The **Officer** elected to the **Committee** has been absent from 3 committee meetings without notice or leave of absence from the **Committee**.
  - b. The **Officer** has brought the **Club** into disrepute.
  - c. The **Officer** has failed to disclose a conflict of interest.
  - d. The **Committee** passes a vote of no confidence in the **Officer**.  
with effect from (as applicable) the date specified in a resolution of the **Committee** or **Club**.

### 36. Ceasing to hold Office

- 36.1. An **Officer** ceases to hold office when they resign (by notice in writing to the **Committee**), are removed, die, or otherwise vacate office in accordance with section 50(1) of the **Act**.
- 36.2. Each **Officer** shall within 10 **Working Days** of submitting a resignation or ceasing to hold office, deliver to the **Committee** all books, papers and other property of the **Club** held by such former **Officer**.

### 37. Conflicts of Interest

- 37.1. An **Officer** or member of a sub-committee who is an **Interested Member** in respect of any **Matter** being considered by 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)–
- a. to the **Committee** and or sub-committee, and
  - b. in an **Interests Register** kept by the **Committee**.
- 37.2. Disclosure must be made as soon as practicable after the **Officer** or member of a sub-committee becomes aware that they are interested in the **Matter**.
- 37.3. An **Officer** or member of a sub-committee who is an **Interested Member** regarding a **Matter**–
- a. must not vote or take part in the decision of the **Committee** and/or sub-committee relating to the **Matter** unless all members of the **Committee** who are not interested in the **Matter** consent; and
  - b. must not sign any document relating to the entry into a transaction or the initiation of the **Matter** unless all members of the **Committee** who are not interested in the **Matter** consent; but
  - c. may take part in any discussion of the **Committee** and/or sub-committee relating to the **Matter** and be present at the time of the decision of the **Committee** and/or sub-committee (unless the **Committee** and/or sub-committee decides otherwise).

- 37.4. However, an **Officer** or member of a sub-committee who is prevented from voting on a **Matter** may still be counted for the purpose of determining whether there is a quorum at any meeting at which the **Matter** is considered.
- 37.5. Where 50 per cent or more of **Officers** are prevented from voting on a **Matter** because they are interested in that **Matter**, a **Special General Meeting** must be called to consider and determine the **Matter**, unless all non-interested **Officers** agree otherwise.
- 37.6. Where 50 per cent or more of the members of a sub-committee are prevented from voting on a **Matter** because they are interested in that **Matter**, the **Committee** shall consider and determine the **Matter**.

## RECORDS

### 38. Register of Members

- 38.1. The **Club** shall keep an up-to-date Register of Members in physical or electronic form.
- 38.2. For each current **Member**, the information contained in the Register of Members shall include —
- a. Their name, and
  - b. The date on which they became a **Member** (if there is no record of the date they joined, this date will be recorded as 'Unknown'), and
  - c. Their contact details, including —
    - i. A physical address or an electronic address, and
    - ii. A telephone number.
- 38.3. The register will also include each **Member's** —
- a. postal address
  - b. email address (if any)
  - c. whether the Member is financial or unfinancial.
- 38.4. Every current **Member** shall promptly advise the **Club** of any change of the **Member's** contact details.
- 38.5. The **Club** shall also keep a record of the former **Members** of the **Club**, in physical or electronic form. For each **Member** who ceased to be a **Member** within the previous 7 years, the **Club** will record:
- a. The former **Member's** name, and
  - b. The date the former **Member** ceased to be a **Member**. This date can be taken from the beginning of the **Playing Season**, if/when they did not reapply to become a **Member**.

### 39. Interests Register

39.1. The **Committee** shall at all times maintain an up-to-date register of the interests disclosed by **Officers** and by members of any sub-committee.

### 40. Access to Information for Members

40.1. A **Member** may at any time make a written request to the **Club** for information held by the **Club**.

40.2. The request must specify the information sought in sufficient detail to enable the information to be identified.

40.3. The **Club** must, within a reasonable time after receiving a request –

- a. provide the information, or
- b. agree to provide the information within a specified period, or
- c. agree to provide the information within a specified period if the **Member** pays a reasonable charge to the **Club** (which must be specified and explained) to meet the cost of providing the information, or
- d. refuse to provide the information, specifying the reasons for the refusal.

40.4. Without limiting the reasons for which the **Club** may refuse to provide the information, the **Club** may refuse to provide the information if –

- a. withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons, or
- b. the disclosure of the information would, or would be likely to, prejudice the commercial position of the **Club** or of any of its **Members**, or
- c. the disclosure of the information would, or would be likely to, prejudice the financial or commercial position of any other person, whether or not that person supplied the information to the **Club**, or
- d. the information is not relevant to the operation or affairs of the society, or
- e. withholding the information is necessary to maintain legal professional privilege, or
- f. the disclosure of the information would, or would be likely to, breach an enactment, or
- g. the burden to the **Club** in responding to the request is substantially disproportionate to any benefit that the **Member** (or any other person) will or may receive from the disclosure of the information, or
- h. the request for the information is frivolous or vexatious, or

- i. the request seeks information about a dispute or complaint which is or has been the subject of the procedures for resolving such matters under this **Constitution** and the **Act**.
- 40.5. If the **Club** requires the **Member** to pay a charge for the information, the **Member** may withdraw the request, and must be treated as having done so unless, within 10 **Working Days** after receiving notification of the charge, the **Member** informs the **Club** –
- a. that the **Member** will pay the charge; or
  - b. that the **Member** considers the charge to be unreasonable.
- 40.6. Nothing in this rule limits Information Privacy Principle 6 of the Privacy Act 2020 relating to access to personal information.

## **FINANCES**

### **41. Control and Management**

- 41.1. The funds and property of the **Club** shall be—
- a. controlled, invested and disposed of by the **Committee**, subject to this **Constitution**, and
  - b. devoted solely to the promotion of the purposes of the **Club**.
- 41.2. The **Committee** shall maintain bank accounts in the name of the **Club**.
- 41.3. All money received on account of the **Club** shall be banked within 10 **Working Days** of receipt. Exceptions apply to the collection of light meter funds and other items as decided upon by the **Committee**, which shall be deposited approximately once a month.
- 41.4. Money shall be physically received by at least two **Members**, including one **Committee** member. The two **Members** will witness and verify the receipt of funds, and the **Committee** member will issue a receipt for the amount received.
- 41.5. All accounts paid or for payment shall be submitted to the **Committee** for approval of payment.
- 41.6. The **Committee** must ensure that there are kept at all times accounting records that—
- a. correctly record the transactions of the **Club**, and
  - b. allow the **Club** to produce financial statements that comply with the requirements of the **Act**, and
  - c. would enable the financial statements to be readily and properly audited (if required under any legislation or the **Club 's Constitution**).
- 41.7. The **Committee** must establish and maintain a satisfactory system of control of the **Club 's** accounting records.

41.8. The accounting records must be kept in written form or in a form or manner that is easily accessible and convertible into written form. And the accounting records must be kept for the current accounting period and for the last 7 completed accounting periods of the **Club**.

#### **42. Balance Date**

42.1. The **Club** 's financial year shall commence on the 1st of October of each year and end on the 30<sup>th</sup> of September of the following year (the latter date being the **Club**'s balance date).

#### **43. Payments - general**

43.1. No debts shall be incurred by the **Club** other than those authorised by the **Committee**.

43.2. All accounts shall first be passed for payment by the **Committee** and payment shall be confirmed by not less than two members of the **Committee** authorised for that purpose.

43.3. The **Committee** may from time to time invest and reinvest in such securities and upon such terms as it shall think fit the whole or any part of the funds of the **Club** which shall not be required for the immediate business of the **Club**.

43.4. No **Member** or person associated with a **Member** of the **Club** shall derive any income, benefit or advantage from the **Club** where they can materially influence the payment of the income, benefit or advantage except where that income, benefit or advantage is derived from Professional services to the **Club** rendered in the course of business charged at no greater rate than the current market rates.

#### **44. Audit**

44.1. At every Annual General Meeting there shall be appointed an auditor, provided however no audit of the annual financial statements shall be required unless an audit is requested by 25% of the **Members** of the **Club** present at any properly convened meeting of the **Club**, or a decision is made to audit if five years have elapsed since the last audit. A request to audit can only be made at an Annual General Meeting.

### **NOT FOR PROFIT ORGANISATION**

#### **45. Personal Benefit**

45.1. As a not-for-profit organisation, the **Officers** and **Members** may not receive any distributions of profit or income from it. This does not prevent **Officers** or **Members**:

- a. receiving reimbursement of actual and reasonable expenses incurred, or
- b. entering into any transactions with the organisation for goods or services supplied to or from them, which are at arm's length, relative to what would occur between unrelated parties.

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

## 46. Alteration of Rules

- 46.1. No addition to, deletion from or alteration of the organisation's rules shall be made which would allow personal pecuniary profits to any individuals.

## DISPUTE RESOLUTION

### 47. Meanings of Dispute and Complaint

- 47.1. A dispute is a disagreement or conflict involving the **Club** and/or its **Members** in relation to specific allegations set out below.
- 47.2. The disagreement or conflict may be between any of the following persons—
- a. 2 or more **Members**
  - b. 1 or more **Members** and the **Club**
  - c. 1 or more **Members** and 1 or more **Officers**
  - d. 2 or more **Officers**
  - e. 1 or more **Officers** and the **Club**
  - f. 1 or more **Members** or **Officers** and the **Club**.
- 47.3. The disagreement or conflict relates to any of the following allegations—
- a. a **Member** or an **Officer** has engaged in misconduct
  - b. a **Member** or an **Officer** has breached, or is likely to breach, a duty under the **Club's Constitution** or bylaws or the **Act**
  - c. the **Club** has breached, or is likely to breach, a duty under the **Club's Constitution** or bylaws or the **Act**
  - d. a **Member's** rights or interests as a **Member** have been damaged or **Member's** rights or interests generally have been damaged.
- 47.4. A **Member** or an **Officer** may make a complaint by giving to the **Committee** (or a complaints subcommittee) a notice in writing that—
- a. states that the **Member** or **Officer** is starting a procedure for resolving a dispute in accordance with the **Club's Constitution**; and
  - b. sets out the allegation(s) to which the dispute relates and whom the allegation or allegations is or are against; and
  - c. sets out any other information or allegations reasonably required by the **Club**.
- 47.5. The **Club** may make a complaint involving an allegation against a **Member** or an **Officer** by giving to the **Member** or **Officer** a notice in writing that—

- a. states that the **Club** is starting a procedure for resolving a dispute in accordance with the **Club 's Constitution**; and
  - b. sets out the allegation to which the dispute relates.
- 47.6. The information setting out the allegations must be sufficiently detailed to ensure that a person against whom an allegation or allegations is made is fairly advised of the allegation or allegations concerning them, with sufficient details given to enable that person to prepare a response.
- 47.7. A complaint may be made in any other reasonable manner permitted by the **Club 's Constitution**.
- 47.8. All **Members** (including the **Committee**) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the **Club 's** activities.
- 47.9. The complainant raising a dispute, and the **Committee**, must consider and discuss whether a dispute may best be resolved through informal discussions, mediation, arbitration, or a tikanga-based practice. Where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement.
- 48. How a Complaint is made**
- 48.1. A **Member** or an **Officer** may make a complaint by giving to the **Committee** (or a complaints sub-committee) a notice in writing that—
- a. states that the **Member** or **Officer** is starting a procedure for resolving a dispute in accordance with the **Club's Constitution**; and
  - b. sets out the allegation or allegations to which the dispute relates and whom the allegation is against; and
  - c. sets out any other information reasonably required by the **Club**.
- 48.2. The **Club** may make a complaint involving an allegation or allegations against a **Member** or an **Officer** by giving to the **Member** or **Officer** a notice in writing that—
- a. states that the **Club** is starting a procedure for resolving a dispute in accordance with the **Club's Constitution**; and
  - b. sets out the allegation to which the dispute relates.
- 48.3. The information given under subclause (1b.) or (2b.) must be sufficient to ensure that a person against whom an allegation is made is fairly advised of the allegation or allegations concerning them, with sufficient details given to enable that person to prepare a response.
- 48.4. A complaint may be made in any other reasonable manner permitted by the **Club's Constitution**.



#### **49. Person who makes a Complaint has right to be heard**

- 49.1. A **Member** or an **Officer** who makes a complaint has a right to be heard before the complaint is resolved or any outcome is determined.
- 49.2. If the **Club** makes a complaint—
- a. the **Club** has a right to be heard before the complaint is resolved or any outcome is determined; and
  - b. an **Officer** may exercise that right on behalf of the **Club**.
- 49.3. Without limiting the manner in which the **Member**, **Officer**, or **Club** may be given the right to be heard, they must be taken to have been given the right if—
- a. they have a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
  - b. an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
  - c. an oral hearing (if any) is held before the decision maker; and
  - d. the **Member's**, **Officer's**, or **Club's** written or verbal statement or submissions (if any) are considered by the decision maker.

#### **50. Person who is subject of a Complaint has right to be heard**

- 50.1. This clause applies if a complaint involves an allegation that a **Member**, an **Officer**, or the **Club** (the 'respondent')—
- a. has engaged in misconduct; or
  - b. has breached, or is likely to breach, a duty under the **Club's Constitution** or bylaws or this **Act**; or
  - c. has damaged the rights or interests of a **Member** or the rights or interests of **Members** generally.
- 50.2. The respondent has a right to be heard before the complaint is resolved or any outcome is determined.
- 50.3. If the respondent is the **Club**, an **Officer** may exercise the right on behalf of the **Club**.
- 50.4. Without limiting the manner in which a respondent may be given a right to be heard, a respondent must be taken to have been given the right if—

- 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 held); and
- c. an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
- d. an oral hearing (if any) is held before the decision maker; and
- e. the respondent's written statement or submissions (if any) are considered by the decision maker.

## **51. Investigating and Determining a Dispute**

- 51.1. The **Club** must, as soon as is reasonably practicable after receiving or becoming aware of a complaint made in accordance with its **Constitution**, ensure that the dispute is investigated and determined.
- 51.2. Disputes must be dealt with under the **Constitution** in a fair, efficient, and effective manner and in accordance with the provisions of the **Act**.

## **52. Club may decide not to proceed further with a Complaint**

- 52.1. Despite the 'Investigating and determining dispute' rule above, the **Club** may decide not to proceed further with a complaint if—
  - a. the complaint is considered to be trivial; or
  - b. the complaint does not appear to disclose or involve any allegation of the following kind:
    - i. that a **Member** or an **Officer** has engaged in material misconduct:
    - ii. that a **Member**, an **Officer**, or the **Club** has materially breached, or is likely to materially breach, a duty under the **Club's Constitution** or bylaws or the **Act**:
    - iii. that a **Member's** rights or interests or **Members'** rights or interests generally have been materially damaged:
  - c. the complaint appears to be without foundation or there is no apparent evidence to support it; or
  - d. the person who makes the complaint has an insignificant interest in the matter; or
  - e. the conduct, incident, event, or issue giving rise to the complaint has already been investigated and dealt with under the **Constitution**; or

- f. there has been an undue delay in making the complaint.

### 53. Referring a Complaint

53.1. The **Club** may refer a complaint to—

- a. a subcommittee or an external person/party to investigate and report; or
- b. a subcommittee, an arbitral tribunal, external person/party, or a Regional or National Badminton Body to investigate and report, and/or mediate, and/or make a decision.

53.2. If decided by the **Club**, or if requested by the **Member** making the complaint to do so, the **Club** may, with the consent of all parties to a complaint, refer the complaint to any type of consensual dispute resolution (for example, mediation, facilitation, or a tikanga-based practice).

### 54. Decision Makers

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

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

54.2. In the event that there are insufficient **Committee** or subcommittee members capable of rendering an impartial decision free from any predetermined view, the complaint may be referred in accordance with Clauses 53.1 and 53.2.

## LIQUIDATION

### 55. Liquidation and Removal from the Register

55.1. The **Club** may be liquidated in accordance with the provisions of Part 5 of the **Act**.

55.2. The **Committee** shall give 20 **Working Days** written **Notice** to all **Members** of the proposed resolution to put the **Club** into liquidation.

55.3. The **Committee** shall also give written **Notice** to all **Members** of the **General Meeting** at which any such proposed resolution is to be considered. The **Notice** shall include all information as required by section 228(4) of the **Act**.

55.4. Any resolution to put the **Club** into liquidation must be passed by a simple majority of all **Members** present and voting.

55.5. The **Club** may be removed from the Register of Incorporated Societies in accordance with the provisions of Part 5 of the **Act**.

- 55.6. The **Committee** shall give 20 **Working Days** written **Notice** to all **Members** of the proposed resolution to remove the **Club** from the Register of Incorporated Societies.
- 55.7. The **Committee** shall also give written **Notice** to all **Members** of the **General Meeting** at which any such proposed resolution is to be considered. The **Notice** shall include all information as required by section 228(4) of the **Act**.
- 55.8. Any resolution to remove the **Club** from the Register of Incorporated Societies must be passed by a simple majority of all **Members** present and voting.

## **56. Surplus Assets**

- 56.1. If the **Club** is liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any **Member**.
- 56.2. On the liquidation or removal from the Register of Incorporated Societies of the **Club** if any property remains after the settlement of the **Club's** debts and liabilities, that property must be given or transferred to another organisation for a similar charitable purpose or purposes as defined in section 5(1) of the Charities Act 2005.
- 56.3. Any surplus funds or assets shall be applied to a purpose in line with the **Club's** Objectives and Purposes and shall be given or transferred to another not-for-profit sporting organisation or registered charity. Primarily, this organisation or charity should be involved in the sport of Badminton.

## **LIMITATION OF LIABILITY**

### **57. Limitation of Liability for Committee Members**

- 57.1. The **Committee** members, **Officers**, and volunteers of the **Club** shall not be personally liable for any debts, claims, demands, actions, or proceedings arising out of their role in the operation of the **Club**, except where such liability arises from their own negligent acts, omissions, or misconduct.

### **58. Indemnification**

- 58.1. The **Club** agrees to indemnify and hold harmless the **Committee** members, **Officers**, and volunteers from and against any and all claims, demands, damages, costs, or expenses arising from their actions or omissions performed in good faith and in accordance with their duties as members of the committee, provided they have not acted in bad faith or with gross negligence.

### **59. Insurance**

- 59.1. The **Club** shall maintain adequate insurance coverage for the protection of the committee members, **Officers**, volunteers, and the **Club** itself against risks and liabilities that may arise during the course of the **Club's** activities, including public liability insurance, and will ensure that the **Committee** is kept informed about the nature and extent of the coverage.

## MISCELLANEOUS

### 60. Alterations to the Constitution

- 60.1. All amendments must be made in accordance with this **Constitution**. Any minor or technical amendments shall be notified to **Members** as outlined in section 31 of the **Act**.
- 60.2. The **Club** may amend or replace this **Constitution** at a **General Meeting** by a resolution passed by a simple majority of those **Members** present and voting.
- 60.3. That amendment could be approved by a resolution passed in lieu of a meeting but only if allowed by this **Constitution**.
- 60.4. Any proposed resolution to amend or replace this **Constitution** shall be signed by at least 10 **Financial Members** and given in writing to the **Committee** at least 20 **Working Days** before the **General Meeting** at which the resolution is to be considered and accompanied by a written explanation of the reasons for the proposal.
- 60.5. At least 5 **Working Days** before the **General Meeting** at which any amendment is to be considered the **Committee** shall give to all **Members** notice of the proposed resolution, the reasons for the proposal, and any recommendations the **Committee** has.
- 60.6. When an amendment is approved by a **General Meeting** it shall be notified to the Registrar of Incorporated Societies in the form and manner specified in the **Act** for registration, and shall take effect from the date of registration.
- 60.7. If the society is registered as a charity under the Charities Act 2005 the amendment shall also be notified to Charities Services as required by section 40 of that Act.

### 61. Power to Bind

- 61.1. The **Club** may sign any agreement or deed by the passing of a resolution of the **Committee** nominating two **Committee** members as authorised signatories, or such other means as the **Committee** may resolve from time to time.

### 62. Executive Office Holder

- 62.1. An Executive Office Holder shall be elected by the **Committee** by a simple majority vote. All nominees for the position shall be **Members** and hold an official governance or leadership role within the **Club**, typically the Chairperson/President, Secretary or Treasurer.
- 62.2. Executive Office Holders shall serve until they are succeeded by another individual of the **Club** in their position of governance or leadership, at which point a new Executive Office Holder shall be appointed.
- 62.3. Should an Executive Office Holder resign, be incapacitated, or be otherwise unable to fulfil their duties, the **Committee** will appoint a replacement. In exceptional cases, an Executive Office Holder may be removed from office by a simple majority vote of the **Committee** or **Members**, if it is determined they are unable or unwilling to perform their duties.

62.4. The **Committee** must notify the Inland Revenue Department (IRD) of any changes to Executive Office Holders within 20 **Working Days**, providing the new office holder's details.

### 63. **Bylaws**

63.1. The **Committee** from time to time may make and amend bylaws, and policies for the conduct and control of **Club** activities and codes of conduct applicable to **Members**, but no such bylaws, policies or codes of conduct applicable to **Members** shall be inconsistent with this **Constitution**, the **Act**, regulations made under the **Act**, or any other legislation.