CONSTITUTION
OF

Lower Hutt City Association Football & Sports Club Incorporated

Incorporated Society Number: 217250

NZBN: 9429042780533

DRAFT

THE LOWER HUTT CITY A.F.C. & SPORTS CLUB INC.

1921

The Lower Hutt City Association Football & Sports Club Incorporated
Constitution

Contents

1. Definitions and interpretation 3
2. Club details 4
3. Purpose and powers 4
4. Members 5
5. General Meetings 8
6. Committee 10
7. Committee meetings 13
8. General Manager 13
9. Finances 14
10. Amendments 14
11. Bylaws 14
12. Dispute Resolution 15
13. Liquidation and removal 16
14. Transition 16

DRAFT

The Lower Hutt City Association Football & Sports Club Incorporated
Constitution

1. Definitions and interpretation

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

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

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

Bylaws means any bylaws, policies, regulations and codes of the Club made under clause 11.

Committee means the Club's Executive Committee.

Committee Member means a member of the Committee.

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

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

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

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

General Meeting means an AGM or SGM of the Club.

Interest has the meaning given in section 62 of the Act.

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

Member means each person who for the time being is a member of the Club and includes all classes of members described in clause 4.4- 4.13.

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

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

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 **Wellington**

DRAFT

2. Club Details

2.1 **Name:** The name of the society is **The Lower Hutt City Association Football and Sports Club Incorporated.**

(a) For informal purposes, the club may be referred to as “Lower Hutt City AFC” or “LHCAFC”

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

2.3 **Registered Club Colours**

a) The colours of the club shall be green and gold. The style of uniform is to be decided from time to time.

b) The Club colours, where there is a clash of colours, for away games is white shirt, maroon shorts and maroon socks

c) The Executive shall determine the

i. Styles for all teams, the styles may differ from team to team

ii. Alternative club colours for away games

3. Purpose and powers

3.1 **Purpose:** The purposes of **The Lower Hutt City Association Football and Sports Club Inc** are to

(a) To be a member of Capital Football Federation and New Zealand Football and to promote, develop, foster and administer association football activities, mainly as an amateur sport for the well-being, benefit and recreation of the general public in Aotearoa / New Zealand.

(b) Promote opportunities and facilities to enable, assist and enhance the participation, enjoyment and performance of association football activities.

(c) Lead, promote and enable Diversity, Equity and Inclusion across the whole Club including governance of the Club and participation in association football activities.

(d) Promote, develop and co-ordinate association football leagues and competitions.

(e) Protect the integrity of association football and the Club by developing and enforcing standards of conduct as set out by Captial Football Federation; and New Zealand Football (**NZF**) from time to time.

(f) To allow any other sporting group or bodies to join or affiliate within the Club either as independent sections or integrated within the main club where it’s considered such a move will benefit the club as a whole.

(g) Where any other sporting group or body joins or affiliates within the Club the rules and regulations of any such group must be approved by the Committee to ensure that there shall be no conflict with the rules and regulations of the Club.

DRAFT

(h) Any amendments made to the rules of any such affiliate sporting group or body must also be submitted to the executive committee of the club for prior approval prior to being agreed to by members of any such body.

(i) To purchase, take on, lease, or exchange, hire or enter into hire purchase agreements or otherwise acquire any real property including shares in any company or the acquisition of any business which would be in the best interest of the Club and any rights and privileges which the Club man think necessary.

(j) To layout and construct, furnish and maintain any grounds, stands, buildings or works necessary or convenient for the purposes of the club.

(k) To raise money by subscriptions and to grant any rights and privileges to subscribers.

(l) To borrow, raise, or secure the payment of money in such a manner as the Club shall think fit and in particular by mortgages, debentures or debenture stock charged upon all or any of the Club's undertaking, property and assets to guarantee the obligations of any corporate or unincorporated body or association which is joined with or affiliated to the Club or any company in which the Club owns shares PROVIDED THAT such guarantee can be shown to be for the benefit of the Club.

(m) To make draw, accept, discount and execute any promissory notes, bills of exchange, debentures or other negotiable instruments.

(n) To sell, improve, manage, develop, exchange, rent, lease, dispose of or turn to account all or any part of the property and rights of the club.

(o) To make, adopt, vary and publish rules, by-laws and regulations, dealing with any of the matters comprised in the above mentioned objectives, and to take all such reasonable steps as shall be deemed necessary or advisable for enforcing such rules, regulations, by-laws and conditions.

4. Members

4.1 **Application:** An application to become a member (**Application**) must be in the form required by the Committee. All Applications are decided by the Committee, which may accept or decline an application in its absolute discretion. A person becomes a member when their application has been accepted, and they have paid the required membership fees and satisfied any other preconditions.

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

4.3 **Membership:** The categories of Members of the Club are as set out below.

4.4 **Ordinary Member**

(a) Any person who is a registered playing member of the Club, who holds a confirmed registration in the NZ Football national database.

4.5 **Junior Member**

(a) Any Ordinary Member under the age of 18 years

(b) Junior Members shall not hold any office.

DRAFT

(c) Voting Rights: the parent or guardian of a Junior Member, once any applicable membership fees have been paid in full, shall be entitled to full voting rights, being one vote irrespective of how many children are Junior Members (i.e 1 Vote per family)

4.6 **Senior Member**

(a) Any Ordinary Member over the age of 18.

(b) Once any membership fees have been paid in full a Senior Member shall have full voting rights.

4.7 **Life Member**

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

(b) Any Life Member shall have full voting rights and shall be exempt from paying membership fees.

4.8 **Committee Member**

(a) Any person elected, co-opted, or appointed as a member of the Committee under clause 6.7.

(b) Committee Members shall have full voting rights and shall be exempt from paying membership fees, unless they are also a Senior Member.

4.9 **Honorary Member**

(a) Any person elected as an Honorary Member by the Committee.

(b) Honorary Members shall be exempt from paying subscriptions and shall have no voting rights.

4.10 **Volunteer Member**

(a) Any person who coaches, manages or co-ordinates a grade shall be deemed a Volunteer Member.

(b) Volunteer Members shall be exempt from paying membership fees unless also a player.

(c) If any person fulfils multiple voluntary roles, for the purposes of voting they will only be considered a Volunteer Member.

(d) A Volunteer Member shall have full voting rights.

4.11 **Associate Member**

(a) Any person who is not already categorised as any of the above types of Members but has applied for Membership pursuant to clause 4.1 and has had such application accepted and paid in full any applicable membership fees.

(b) An Associate Member shall have full voting rights.

DRAFT

4.12 **Patron / Solicitor**

(a) On the recommendation of the Committee the Club will elect the Paton(s), and Solicitor at the Annual General Meeting. The Committee will appoint the Clubs Auditor or Reviewer.

(b) The term shall be for one year and may re-appointed at the following Annual General Meeting.

(c) Any decision on an alternative Patron or Solicitor may only be made at an Annual General Meeting.

4.13 **Other**

(a) Such other categories that the Committee may decide from time to time.

(b) All members with exception of Life Members, Honorary Members and Volunteer Members, are subject to annual renewal in order to retain membership. Committee Member renewal will be subject to their respective elected term of office.

4.14 **Member's 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 statutes, rules, procedures or policies of Capital Football Federation and NZF.

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

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

(d) If they fail to comply with sub-clause (c) the Committee may terminate their membership, but the member continues to be bound by this constitution.

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

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

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

(a) On death

(b) By giving notice to the Committee of their resignation

(c) If their membership is terminated under clause.

(d) If their membership is terminated following a dispute resolution process or such other process set out or referred to in this Constitution.

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

(a) Remains responsible for paying all their outstanding membership and other fees to the Club

DRAFT

(b) Must return the Club's property if required.

(c) Ceases to be entitled to any rights of a Member

4.17 **Membership Fees**

(a) All fees and subscriptions for playing Members in the Senior competitions, or in a situation where the Club deems a fee is payable, must be paid on registration of the relevant year unless otherwise determined by the Committee.

(b) All fees and subscriptions for playing Members in the Community, Junior or Youth competitions must be paid on registration of the relevant year unless otherwise determined by the Committee.

(c) Where a playing Member has not paid the relevant fees and subscriptions in full by the date specified in by the Committee that Member will be suspended from Club activities, including matches, until their fees and subscriptions have been paid in full

(d) The Committee may decide to waive fees and subscriptions in relation to a particular playing Member.

(e) Clauses 4.16(a) and 4.16(c) will not apply to the playing Member during the period their fees are waived.

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

5 General Meetings (Annual / Special)

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

5.2 **Notice of AGM:** The Members must be given at least 21 days' notice of the AGM. Notice to Members of an AGM may be given by posting on the Club's website or via social media

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

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

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

(i) the annual report or chair / president report

(ii) the annual financial statements

(iii) the auditor/reviewers report to members on the financial statements audited/ reviewed by a qualified auditor or reviewer

DRAFT

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

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

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

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

5.4 **Notice of proposed motions:** Members must give notice of any proposed motions and other items of business to the Club at least 21 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 14 days before the date of the AGM. No additional items of business can be voted on other than those set out on the agenda, but the Members present may agree by Special Resolution or unanimously to discuss any other items.

5.6 **Calling of SGM:** The Committee must call a SGM if it receives a written request stating the purpose of the SGM from the Committee itself or by 7 or more members

5.7 **Notice of SGM:** Members must be given at least 7 days' notice of the SGM, unless the Committee, in its discretion, decides that the nature of the SGM business is of such urgency that a shorter period of notice is to be given to Members. A SGM may only consider and deal with the business specified in the request for the SGM.

5.8 **Method of holding meetings:** 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 15 or more Members who are entitled to vote, including Members present by casting votes by electronic means or by proxy. 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 Chair chairs General Meetings. If that person is unavailable, a Committee Member (appointed by the Committee) will preside. In the absence of both of those persons, the Members present will elect a person to chair the General Meeting.

5.13 **Omissions and irregularities:** The General Meeting and its business will not be invalidated if one or more Members do not receive notice of the meeting. The General Meeting and its business will not be invalidated by an irregularity, error or omission in notices, agendas and papers of the

DRAFT

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:

(i) 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

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

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

5.15 **Voting:** Subject to the voting entitlements at clause 4.4 – 4.12 a Member is entitled to exercise one vote on any motion at a General Meeting in person or by proxy

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

5.17 **Voting by proxy:** Proxy voting is permitted. The chair of the General Meeting must receive notice of the proxy signed by the Member prior to the start of the meeting. The form of the proxy is:
I [insert name] of [insert address] being a member of the Club appoint [insert name of proxy] as my proxy to speak [and vote] for me at the General Meeting to be held on [insert date] and at any adjournment of that General Meeting. I direct my proxy to vote in the following manner [insert resolutions and whether the proxy is to vote for or against].

5.18 **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 10 Members or as otherwise required under this Constitution

5.19 **Minutes:** Minutes must be kept of all General Meetings

5.20 **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.

6 Committee

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

(a) Engage employees or contractors, define their duties, and determine their salaries, remuneration or emoluments.

(b) Appoint, employ or renumerate persons for the purpose of a club licence or other licence or charter held by the club from time to time.

(c) Exercise any powers of a Disciplinary Committee under Section 12, if they decide that it is appropriate to do so.

(d) Manage conflicts of interest.

DRAFT

6.2 **Composition:** The Committee consists of

(a) **Officers of the Club** being the; President, Chair, Secretary, and Treasurer

(b) and up to 11 other persons elected at the AGM

6.3 **Role of President:** The President will engage in activities agreed with the Committee which may include activities to promote the Club, good relations and communications between Members and the reputation and best interests of the Club, and to preside at Club events. [Guidance: Amend to suit the role.

6.4 **Role of the Chair:** The Chair sets the overall annual Committee agenda and helps the committee prioritise its goals and then keeps the committee on track by working withing the overall framework. At the operational level the major function of the Chair is to facilitate effective Committee meetings.

(a) Manage Committee meetings

(b) Manage Annual General Meetings

(c) Represent the Club at local, regional, or national levels

(d) Act as facilitator for Club / group activities

(e) Ensure the planning and budgeting for the future is carried out in accordance with the wishes of the members

(f) Be involved in coach and manager recruitment at a senior and U17 level

(g) Network within the local football community, build relationships to enhance the Club's standing

6.5 **Role of Secretary:** The Secretary will (but not be limited to) :

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

(b) Keep all records and generally perform all the secretarial work of the Club. With the written approval of the Committee these tasks may be varied or delegated but the Secretary remains responsible for their performance.

6.6 **Role of Treasurer:** The Treasurer will (but not be limited to)

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

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

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

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

(a) The Committee must call for nominations for any Committee Member positions that are to be vacated at an AGM at least 21 days before the AGM; If there is an insufficient number of applicants, then nominations maybe received at the meeting.

(b) Nominations are made in the form decided by the Committee and must be received by the date set by the Committee and if no date is set, at least 10 days before the AGM

DRAFT

(c) The Committee must give notice of the nominations to all Members at least 10 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.

6.8 **Qualification:** Every Committee Member must, in writing:

(a) Consent to be a Committee Member; and

(b) Certify that they are not disqualified from being elected or holding office as a Committee Member by this Constitution or under section 47 of the Act

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

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

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

6.10 **Term of office:** The term of office for all Committee Members is for one year, expiring at the end of the relevant AGM. A Committee Member may be re-elected to the Committee at the following Annual General Meeting. The term of any period served to fill a Casual Vacancy is disregarded for the purposes of calculating the total term served.

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

1. Their term expires
2. The person resigns by delivering a signed notice of resignation to the Committee
3. The person is removed from office under this Constitution
4. The person becomes disqualified from being an officer under section 47(3) of the Act or
5. The person dies.

6.12 **Sub Committees**

(a) The Committee may appoint a Junior Committee or any other sub-committee for purposes and duration the Committee shall decide.

(b) The Junior Committee or any other sub-committee shall keep proper account of all monies received and distributed, shall submit money and accounts to the committee for incorporation into the Club funds and annual balance sheet.

DRAFT

(c) Any sub-committee which the Committee appoints and which operates a separate bank account, always in the name of the club, shall have three signatories who will be appointed by the Committee

(d) The Junior Committee or any other sub-committee shall at all times be responsible to the Executive Committee

7 Committee Meetings

7.1 **Calling meetings:** Committee meetings may be called at any time by the Chair or by [6 Committee Members, but generally the Committee meets monthly.

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

7.3 **Quorum:** The quorum for a Committee meeting is six (6) Committee Members. Any Committee Member may be counted for the purposes of a quorum, participate in any and vote on any proposed resolution at a Committee meeting without being physically present. This may only occur at Committee meetings by audio or audio-visual link or other electronic communication provided that all persons participating in the Committee meeting can hear each other effectively and simultaneously.

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

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

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

8 General Manager

8.1 **Role of General Manager:** A Committee may engage a General Manager. The General Manager is under the direction of the Committee 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 Committee.

8.2 **Committee involvement:** The General Manager may attend Committee meetings when required by the Committee but has no voting rights.

DRAFT

9 Finances

9.1 **Control and management of finances:** The funds and property of the Club are controlled, invested and disposed of by the Committee, subject to this Constitution and devoted solely to the promotion of the purposes of the Club set out in clause 3.

9.2 **Balance date:** The Club's balance date is 30 September or on the date as the Committee decides.

9.3 **Audit / Review of financial statements:** The Club's financial statements must be audited or reviewed each year, and the audited or reviewed financial statements must be submitted to the AGM. The auditor/reviewer shall be elected by the Committee and shall be a member of the New Zealand Society of Chartered Accountants, Chartered Accountants Australia New Zealand (CA ANZ) and the Accountants and Tax Agents Institute of New Zealand (ATIANZ) or Independent chartered Accounting firms (NZ CA). The auditor shall not be a member of the Committee.

9.4 **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 organisation 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.

10 Amendments

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

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

10.2 **Minor effect or technical alteration**: If an amendment to this Constitution would have no more than a minor effect or is to correct errors or make similar technical alterations, then the Committee may give notice of the amendment to every Member stating the text of the amendment and the right of Members to object to the amendment. If the Committee does not receive any objections from Members within 5 Working Days after the date on which the notice is sent, or any longer period of time that the Committee decides, then the Committee may make that amendment. If it does receive an objection, then the Committee may not make the amendment.

11 Bylaws

The Committee may make and amend Bylaws for the conduct and control of the Club's activities and codes of conduct applicable to Members. Any Bylaw must be consistent with 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.

DRAFT

12 Dispute Resolution

12.1 A Member or a Committee Member may make a complaint in writing (including by electronic mail) to the Committee.

12.2 The written complaint shall set out the allegation, who it relates to and provide sufficient supporting details in order for the Committee to be properly advised.

12.3 The Committee has the power to use any or a combination of the following mechanisms, where relevant and applicable when resolving a dispute:

(a) Investigate and determine the matter as set out in clause 12.4;

(b) Refer to the matter to the Captial Football Federation or New Zealand Football (NZF)

(c) Rely on the relevant Capital Football and / or NZF Statutes, constitutions, regulations, policies, procedures or guidelines to determine a matter, this may include but is not limited to use of the NZF Disciplinary Code, the NZF Code of Conduct and the NZF Code of Ethics and the relevant Regional Association Disciplinary and Ethics Committee.

12.4 In the event the Committee investigates and / or determines a matter under 12.3(a) the following principles and procedures shall be adhered to:

(a) The Committee in the first instance shall determine whether the complaint is frivolous, vexatious or otherwise without merit before investigating or determining a complaint.

(b) No reasons need to be given by the Committee for a determination to proceed or not with a complaint as set out in 12.4(a).

(c) Unless otherwise required by the Captial Football Federation, the Committee shall the power to conduct and regulate the proceedings as it sees fit having regard to the principles of natural justice, the circumstance of the complaint and these dispute provisions.

(d) The standard of proof shall be on the balance of probabilities and rest with the complainant.

(e) A person who makes a complaint has a right to be heard either in writing, or at an oral hearing or both as determined by the Committee.

(f) A person who is the subject of the allegations or complaint, has a right to be heard either in writing, or at an oral hearing or both as determined by the Committee.

(g) The Committee will, subject to 12.4(a), investigate and resolve disputes in a fair and efficient manner.

(h) The committee may refer the complaint to an external person for the purposes of conducting an independent investigation and / or decision making.

12.5 Any member of the Committee who is empowered to investigate or determine a complaint must be impartial and able to consider the matter without a predetermined view. If two or more other Committee Members on reasonable grounds believe that the chosen Committee Member may not be impartial, shall refer the matter to another Committee Member or external person for investigation and decision making.

DRAFT

13 Liquidation and removal

13.1 **Notice:** The Committee must give notice to all Members at least 30 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.

Special Resolution: Any resolution for a motion set out in clauses 13.1(a) to (c) must be passed by a Special Resolution of Members.

13.2 **Surplus assets:** The surplus assets of the Club, after the payment of all costs, debts and liabilities, must be disposed of to any other not-for-profit entity that shares similar purposes to the Club.

14 Transition

14.1 **Transition:** This clause 14 applies to facilitate transition of the Club from the previous constitution 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.

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

DRAFT