



**CONSTITUTION
OF
ONLOW CRICKET CLUB INC.**



ONSLOW CRICKET CLUB Constitution

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Onslow Cricket Club Constitution

1. Definitions and interpretation

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

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

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

Bylaws means any bylaws, policies, regulations and codes of the Club made under clause 14.

Code of Conduct means the code of conduct adopted by the Club from time to time.

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

Committee means the Club's governing body.

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.

General Meeting means an AGM or SGM of the Club.

Interested has the meaning given in section 62 of the Act but does not include Committee Members acting in the common interests of the Club.

Junior Committee means the group of people recognised from time to time by the Committee as having responsibility for Onslow Junior Cricket.

Junior Convenor means the Committee Member principally responsible for the affairs of Onslow Junior Cricket.

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 4.3. To avoid doubt, Junior Members are not treated as Members for the purposes of the Act.

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.

Onslow Junior Cricket means the junior division of the Club, dedicated to promoting and organising cricket activities for players under the age of 16, and operating under

the governance of the Junior Convenor, who is responsible for the administration, development, and strategic direction of junior cricket within the Club.

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

Serious Misconduct means any conduct likely to bring the Club into disrepute or conduct that would otherwise constitute a breach of the Code of Conduct.

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, New Zealand.

Interpretation: Unless the context otherwise requires:

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

1.2 **Notices:** Subject to any other notice requirements in this Constitution, any notice or other communication given under this Constitution must be in writing and will be given to:

- (a) a Member if delivered by hand to the Member or sent to the address set out in their Contact Details;
- (b) the Club if sent to info@onslowcricket.nz or by post to the Club's registered office set out on the Register of Incorporated Societies.

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

- (a) if delivered by hand, at the time of delivery;
- (b) if given by post, when left at the address of that party or five Working Days after being put in the post; or
- (c) if given by email, upon production of a physical copy of the email detailing the time and the date the email was sent (provided that the sender does not receive any "out of office" auto-reply or other indication of non-receipt),

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

2. Club details

- 2.1 **Name:** The name of the society is Onslow Cricket Club Incorporated (the **Club**).
- 2.2 **Registered office:** The registered office of the Club will be Cnr of Cockayne Road and Lucknow Terrace, Khandallah, Wellington or at such place as the Committee decides.
- 2.3 **Colours:** The colours of the Club shall be Red and Green.
- 2.4 **Contact person:** The Committee will appoint a person to be the contact person for the purposes of the Act, but during any period in which any such appointment is not in effect, the Chairperson shall automatically assume the role of contact person, provided they meet 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.

3. Purpose and powers

- 3.1 **Purpose:** The purposes of the Club are to:
- (a) to manage, promote, and foster the game of Cricket;
 - (b) to advise, encourage, and assist members of the Club and others in all phases of the game of Cricket;
 - (c) to participate in such competitions and matches in the said game of Cricket as the Management Committee of the Club shall decide;
 - (d) to settle questions or disputes on any matter relating to Cricket which may be submitted to the Club for its adjudication;
 - (e) to promote good fellowship amongst its members, members of other clubs, and members of the community and to undertake charitable works, and to manage, promote, and foster any other game, pastime, or pursuit which may be deemed desirable; and
 - (f) to do all such other things as are incidental or conducive to the attainment of the objects of the Club.
- 3.2 **Capacity and powers:** The Club has, both within and outside New Zealand, full capacity, rights, powers and privileges to carry on or undertake any activity, do any act, or enter into any transaction, subject to this Constitution, the Act, any other legislation, and the general law.

4. Members

- 4.1 **Application:** An application to become a Member (**Application**) must be in the form required by the 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 **Members:** The Members of the Club are:
- (a) **Playing:** any person 14 years of age or over shall be eligible for full playing membership of the Club unless they have been listed as a defaulter by any cricket association affiliated to New Zealand Cricket, although the Committee may accept any application for full playing membership in its absolute discretion;
 - (b) **Junior:** any person of school age who is registered as a member of Onslow Junior Cricket Club on a database maintained for this purpose by the Junior Committee may be recognised as a Junior Member of the Club by the Committee. Junior Members have no voting rights or liability to pay a subscription to the Club, and are not regarded as financial members for the purposes of the Act or this constitution;
 - (c) **Honorary:** honorary members may be elected at the discretion of the Committee and have the rights and privileges of a Playing Member for the duration of their Honorary Membership; and
 - (d) **Social:** any person shall be eligible for a social membership of the Club upon payment of a nominal fee decided by the Committee in its absolute discretion;
 - (e) **Life:** 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 a Special Resolution at a General Meeting. A person consents to becoming a Life Member on acceptance of their life membership. Life Members have such rights and benefits as determined by the Committee.
- 4.4 **Member rights and obligations:** Members acknowledge and agree that:
- (a) they are bound by, and will comply with, this Constitution, the Code of Conduct and the Bylaws, and to the extent they apply, the rules, procedures or policies of Wellington Cricket;
 - (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 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 of ownership of, or the automatic right to use, the Club's property; and
 - (f) they will promote the interests and purposes of the Club and must not do anything to bring the Club into disrepute.
- 4.5 **Suspension of Member:** If a Member is, or may be, in breach under clause 4.4, and the Committee believes it is in the best interests of the Club to do so, the Committee may suspend the Member until final determination of the matter under the dispute resolution process applicable to the matter. Before imposing any suspension, the Member must be given notice of the suspension.
- 4.6 **Suspension of Member rights:** Unless otherwise determined by the Committee, while a Member is suspended the Member is not entitled to attend, speak or vote at a General Meeting or to any other rights or entitlements as a Member and is not entitled to continue to hold office in any position within the Club, until such time as the alleged breach is resolved or determined.
- 4.7 **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 4.4(d); or
 - (d) if their membership is terminated following a dispute resolution process or such other process set out or referred to in this Constitution.
- 4.8 **Consequences of ceasing to be a Member:** A Member who ceases to be a Member:
- (a) remains responsible to pay all their outstanding membership and other fees to the Club;
 - (b) must return all the Club's property if required; and
 - (c) ceases to be entitled to any rights of a Member.
- 4.9 **Membership fees:** All Members, other than Junior Members, are liable to pay the annual subscription fixed by the Annual General Meeting, or (if applicable), any special subscription fixed by the Committee. If it thinks fit to do so, the Committee may:
- (a) set a provisional subscription rate for the ensuing season in advance of the relevant Annual General Meeting; or
 - (b) fix special subscription rates for those playing only part of a season or playing on a game-by-game basis or to accommodate any other specific circumstances relevant to the player's commitment to the Club.
- 4.10 **Junior Member Fees:** Junior Members are only liable to pay the subscription fixed from time to time by the Junior Committee, payable to a separate account maintained for this purpose by the Junior Committee.
- 4.11 **Payment:** Membership fees must be paid by 31 December in each season. The Committee:

- (a) shall have the power to remit part or all, or to extend the due date for payment, of a subscription in case of illness or other good cause; and
 - (b) may after seven (7) days' notice suspend any member who fails to pay their subscription until they becomes a financial member.
- 4.12 **Default:** Where a Member has failed to pay their annual subscription by the Annual General Meeting following the season the Member last played, the Member shall be automatically disbarred until all outstanding subscription is paid. If no payment is forthcoming then the Committee shall be obliged to forward the Member's name to Wellington Cricket listing the Member as a defaulter.
- 4.13 **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.

5. General Meetings

- 5.1 **AGM:** An AGM shall be held no later than Christmas Eve each year.
- 5.2 **Notice of AGM:** The Honorary Secretary shall give Members at least 14 days' notice of the AGM. Notice to Members of an AGM may be given by post, email, or other electronic means, or by advertisement in a daily newspaper circulating in Wellington, or by any combination of those methods. Such notice will be sufficiently given if it states the nature of the meeting and specifies the time and place at which it will be held
- 5.3 **Business of AGM:** The following business will be discussed at the AGM:
 - (a) to receive the annual report for the Club covering the preceding season;
 - (b) to adopt the financial statements for the Club;
 - (c) to elect members of the Committee;
 - (d) to fix the annual subscription rate for the ensuing year, or review and ratify or revise any provisional annual subscription rate set by the Committee for the ensuing year; and
 - (e) to consider any other relevant matters.
- 5.4 **Notice of proposed motions:** Members must give notice of any proposed motions and other items of business to the Club at least 14 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 in the agenda, but the Members present may agree by Special Resolution or unanimously to discuss any other items.
- 5.6 **Calling of SGM:** A SGM may be called at any time by the Committee or by requisition by not less than 10 financial members. A requisition for a SGM shall be

addressed to the Honorary Secretary and shall set out specifically the business for which the SGM is required.

- 5.7 **Notice of SGM:** Upon receipt of a requisition the Secretary shall convene the meeting and give notice of the meeting in the same manner detailed for the Annual General, 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 meeting:** A General Meeting may be held by a quorum of people being assembled at the time and place appointed for the meeting, participating by audio link, audio-visual link or other electronic communication or by a combination of those methods.
- 5.9 **Quorum:** No business may occur at any General Meeting unless a quorum is present at the meeting's start time. The quorum for a General Meeting is 10 financial members, including Members present by casting votes by electronic means. The quorum must always be present during the General Meeting.
- 5.10 **No quorum at AGM:** If after the expiration of such time as the Chairman shall decide from the time appointed for the commencement of the meeting there is no quorum present the Chairman shall adjourn the meeting to a date and time to be determined by those present. Notice of the new date and time shall be given by the Honorary Secretary in the manner prescribed for notice of an Annual General Meeting. If at the resumed meeting there is still not a quorum present then those present shall constitute a quorum and shall be entitled to transact the business of the meeting.
- 5.11 **No quorum at SGM:** In the case of a Special General Meeting called by requisition of members if there shall be no quorum present, the Chairman shall have discretion to adjourn the meeting as in clause 5.10 of this Constitution or to declare such meeting lapsed.
- 5.12 **Control of General Meetings:** The President will chair General Meetings, or, if that person is not present, or is unable to, or declines to take the Chair then the members present shall choose a member present and willing to act and to take the chair.
- 5.13 **Omissions and irregularities:** The General Meeting and its business will not be invalidated if one or more Members do not receive notice of the meeting. The General Meeting and its business will not be invalidated by an irregularity, error or omission in notices, agendas and papers of the meeting or notice within the required time frame or the omission to give notice to all Members and any other error in the organisation of the meeting if:
- (a) the chair of the meeting in their discretion determines that it is still appropriate for the meeting to proceed despite the irregularity, error, or omission; and
 - (b) a motion to proceed is put to the meeting and a majority, of two-thirds of votes cast, is obtained in favour of the motion to proceed.
- 5.14 **Attendance:** Members and any other persons invited by the Committee are eligible to attend and speak at General Meetings.

- 5.15 **Voting:** A Member is entitled to exercise one vote on any motion at a General Meeting in person or by electronic means.
- 5.16 **Voting by electronic means:** Voting by electronic means is permitted.
- 5.17 **Conduct of voting:** In order to be duly carried, a resolution will be moved by one member and seconded by another member and shall be carried or lost on the voices, or on a division being called for by any member, on a show of hands; but in either case (except where expressly provided otherwise by these rules) by a majority of members personally present at the meeting.
- 5.18 **Minutes:** Minutes must be kept of all General Meetings.
- 5.19 **Resolution:** An Ordinary Resolution of Members at a General Meeting is sufficient to pass a resolution, except as specified in the Act or this Constitution.
- Resolution passed in lieu of meeting:** A resolution in writing signed or consented to by email or other electronic means by a 75% majority of Members is valid as if it had been passed at a General Meeting provided the requirements under sections 89 to 92 of the Act are complied with. Any resolution may consist of several documents in the same form each signed by one or more Members.

6. **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.
- 6.2 **Composition:** The Committee will consist of no fewer than five Members, and no more than ten members, and (other than the Junior Convenor) will be elected at the AGM, comprising of:
- (a) the Club Captain;
 - (b) the Secretary;
 - (c) the Treasurer;
 - (d) the Junior Convenor; and
 - (e) any other members elected at the AGM.
- 6.3 **Onslow Junior Cricket:** The affairs of Onslow Junior Cricket shall be managed by the Junior Convenor and the Junior Committee on such basis as they see fit, subject to this constitution.
- 6.4 **Club President:** The Club President may attend any meeting of the Committee and have full voting rights as if he/she was a member of the Committee.

6.5 Election of Committee Members: Committee Members are elected as follows:

- (a) the Committee may call for nominations for any Committee Member positions that are to be vacated at an AGM at any time before the AGM. Nominations are made in the form decided by the Committee;
- (b) regardless of anything in paragraph (a) of this subclause, any Member may apply for any Committee Member position at the AGM;
- (c) at the AGM, if there are more nominees than number of positions available, the election is by vote, 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;
- (d) those nominees who have the highest number of votes in their favour to fit the number of vacant positions are declared elected;
- (e) 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;
- (f) to be elected as a Committee Member at an Annual General Meeting, a person must enjoy the support of at least 50% of the votes at the Annual General Meeting.

6.6 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.

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

- (a) a person who is an employee of the Club;
- (b) a person who is disqualified from being elected or holding office as a Committee Member under section 47 of Act; and
- (c) a person who has been removed as a Committee Member following a process under this Constitution or any Bylaw.

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

6.8 Term of office: The term of office for all Committee Members is one year, expiring at the end of the relevant AGM. A Committee Member may be re-elected to the Committee for consecutive terms of office.

6.9 Casual Vacancy: If a Casual Vacancy arises, the remaining Committee Members may:

- (a) appoint a person of their choice to fill the Casual Vacancy only until the next AGM; or
 - (b) leave the Casual Vacancy unfilled until the next AGM.
- 6.10 **Suspension of Committee Member:** If any Committee Member is or may be the subject of an allegation, notice or charge described under clause 6.7 or any circumstances arise in relation to a Committee Member which are or may be of concern to the Committee, the remaining Committee Members may by Special Resolution suspend the Committee Member from the Committee and set conditions as it requires pending the final determination of the allegation, notice, charge or circumstances. Before imposing any suspension, the Committee Member must be given notice of the suspension.
- 6.11 **Removal of Committee Member:**
- (a) The Committee may, by Special Resolution, remove any Committee Member from the Committee before the expiry of their term of office if the Committee considers the Committee Member concerned:
 - (i) has seriously breached duties under this Constitution or the Act; or
 - (ii) is no longer a suitable person to be a Committee Member.
 - (b) The Committee Member who is the subject of the motion is counted for the purpose of reaching a quorum but will not participate in the vote on the motion.
 - (c) Before considering a motion for removal, the Committee Member who is the subject of the motion must be given:
 - (i) notice that a Committee meeting is to be held to discuss the motion to remove the Committee Member; and
 - (ii) adequate time to prepare a response; and
 - (iii) the opportunity prior to the Committee meeting to make written submissions; and
 - (iv) the opportunity to be heard at the Committee meeting.
- 6.12 **Committee Member ceasing to hold office:** A person ceases to be a Committee Member if:
- (a) their term expires;
 - (b) the person resigns by delivering a signed notice of resignation to the Committee;
 - (c) the person is removed from office under this Constitution;
 - (d) the person becomes disqualified from being an officer under section 47(3) of the Act; or
 - (e) the person dies.

7. Committee meetings

- 7.1 **Calling meetings:** Committee meetings may be called at any time by the Chair or by two Committee Members, but generally the Committee meets monthly during the cricket season, being between the months of October and March each year.
- 7.2 **Meeting procedure:** Except to the extent specified in the Act or this Constitution, the Committee may regulate its own procedure.
- 7.3 **The President:** The President may attend any meeting of the Committee and have full voting rights as if he/she was a member of the Committee.
- 7.4 **Quorum:** The quorum for a Committee meeting is 50% of Committee Members holding office at the time plus one. 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.
- 7.5 **Chair:** The Committee will elect the Chair from amongst the Committee Members. The Chair will chair Committee meetings. In the absence of the Chairman from any meeting of the Committee the Club Captain will act as Chairman.
- 7.6 **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 will have a casting vote.
- 7.7 **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. Officers and Officers' Duties

- 8.1 **Officers:** The Officers of the Club will be:
- (a) Club Captain;
 - (b) Secretary;
 - (c) Treasurer; and
 - (d) Chairperson.
- 8.2 **The President:** The duties of the President shall be:
- (a) to preside as Chairman at any General Meeting of the Club;
 - (b) to give support to all activities of the Club; and
 - (c) to act in an advisory capacity to the Committee whenever necessary.
- 8.3 **Vice-President:** The duties of the Vice-Presidents shall be:

- (a) to give support to all activities of the Club; and
 - (b) to act in an advisory capacity whenever necessary.
- 8.4 **Club Captain:** The duties of the Club Captain shall be to act as Captain of the Club, to act as Chairman of the Management Committee in the absence of the Chairman of the Management Committee, and generally to guide the affairs of the Club.
- 8.5 **Secretary:** The duties of the Secretary shall be as follows:
- (a) to call and attend all General Meetings of the Club and all Management Committee Meetings;
 - (b) to take minutes of all meetings;
 - (c) to submit correspondence and reply thereto according to the directions of the meetings;
 - (d) to keep a Register of Members of the Club and the addresses of the same;
 - (e) to keep all records and generally to perform all the clerical work of the Club; and
 - (f) to abide by the rules of the Association and to forward any reports, correspondence, or documents that may be required by the Committee of Wellington Cricket.
- 8.6 **Treasurer:** The duties of the Treasurer shall be as follows:
- (a) to collect all subscriptions, admission fees, and the like and keep a proper account of the same;
 - (b) to pay all Club funds into such bank accounts as the Committee shall direct;
 - (c) to abide by any rules of Wellington Cricket;
 - (d) to keep a complete set of account books in which shall be entered particulars of all moneys received and paid by him and whenever required to do so, present all books, vouchers, cheque books, and other records held by him for inspection; and
 - (e) to prepare and submit to the Annual General Meeting financial statements showing the Club's financial position, with those financial statements prepared and reviewed on a basis approved from time to time by the Committee.
- 8.7 **Junior Convenor:** The duties of the Junior Convenor shall be to:
- (a) co-ordinate the appointment of members of the Junior Committee and coaches for each of the teams of Onslow Junior Cricketers;
 - (b) co-ordinate the operation and activities of Onslow Junior Cricket through the Junior Committee and, except to the extent otherwise determined by the Committee, co-ordinate the operation and activities of Onslow Youth Cricket; and
 - (c) report to the Committee on the running of Onslow Junior Cricket and Onslow Youth Cricket.

- 8.8 **General Officer Duties:** When exercising the powers or performing duties as an Officer, each officer:
- (a) must act in good faith and in what the Officer believes to be the best interests of the Club;
 - (b) must exercise a power as an Officer for a proper purpose;
 - (c) must not act, or agree to the Club acting, in a manner that contravenes the Act or this Constitution;
 - (d) when exercising powers or performing duties as an Officer, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances, taking into account, but without limitation the nature of the Club, the nature of the decision and the position of the Officer and the nature of the responsibilities undertaken by them;
 - (e) must not agree to the activities of the Club being carried on in a manner likely to create a substantial risk of serious loss to the Club's creditors or cause or allow the activities of the Club to be carried on in a manner likely to create a substantial risk of serious loss to the Club's creditors; and
 - (f) must not agree to the Club incurring an obligation unless the Officer believes at that time on reasonable grounds that the Club will be able to perform the obligation when it is required to do so.

9. **Interests**

- 9.1 **Register of interests:** The Committee must keep a register of interest disclosures made by Officers.
- 9.2 **Duty to disclose interest:** An Officer who is Interested in a Matter relating to the Club must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Committee, as soon as practicable after the officer becomes aware that they are interested in the Matter and include it in the register of interests.
- 9.3 **Consequences of being Interested:** A Committee Member who is Interested in a Matter:
- (a) must not vote or take part in a decision of the Committee relating to the Matter, unless all non-interested Committee Members consent;
 - (b) must not sign any document relating to the entry into a transaction or the initiation of the Matter, unless all non-interested Committee Members consent;
 - (c) must not take part in any Committee discussion relating to the Matter or be present at the time of the Committee decision, unless all non-interested Committee Members consent;
 - (d) may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.

9.4 **Calling of SGM:** Despite clause 9.3, if 50% or more Committee Members are Interested in a Matter, an SGM will be called to consider and determine the Matter only if:

- (a) the Committee cannot resolve the matter itself; and
- (b) the Committee deems the matter to be serious enough to warrant calling an SGM.

9.5 **Notice of failure to comply:** The Committee must notify Members of a failure to comply with section 63 or 64 of the Act, and of any transactions affected, as soon as practicable after becoming aware of the failure.

10. Patrons

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

11. General Manager and Other Roles

11.1 **Role of General Manager:** The Committee may engage a general manager on such terms as the Committee sees fit. 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.

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

12. Finances

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

12.2 **Balance date:** The Club's balance date is on the 31st day of May or on such other date as the Committee decides.

12.3 **No personal benefit:** The Officers and Members may not receive any distributions of profit or income from the Club. This does not prevent Officers or Members:

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

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

13. Amendments

- 13.1 **Amendments:** This Constitution may only be amended or replaced by Special Resolution of Members at a General Meeting provided always that full details of such amendment, revocation, replacement, addition or new rule shall be set out in the notice concerning such General Meeting.
- 13.2 **No amendment:** No addition to, alteration, or rescission of this Constitution shall be approved if it affects the aims, personal benefit clause, or the winding up clause. The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

14. Bylaws and Integrity

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

15. Dispute resolution

15.1 Definitions: In this clause 15:

- (a) **Dispute** means a disagreement or conflict between and among any one or more Members, any one or more Officers or Committee Members and the Club, that relates to an allegation that:
- (i) a Member or an Officer has engaged in Serious Misconduct; or
 - (ii) a Member or an Officer has breached, or is likely to breach, a duty under this Constitution or the Act; or
 - (iii) the Club has breached, or is likely to breach, a duty under this Constitution or the Act; or
 - (iv) a Member has breached a Bylaw of the Club, a Bylaw of Wellington Cricket or any other Bylaw or code of conduct under which that Member is reasonably expected to comply;
 - (v) a Member's rights or interests as a member have been damaged or Members' rights or interests generally have been damaged;
- (b) **Disputes Procedure** means the procedure for resolving a Dispute set out in clauses 15.5 to 15.13;
- (c) a **Member** is a reference to a Member acting in their capacity as a Member;
- (d) an **Officer** is a reference to an Officer acting in their capacity as an Officer or Committee Member.

- 15.2 **Application of other legislation to a Dispute:** The Disputes Procedure will not apply to a Dispute to the extent that other legislation requires the Dispute to be dealt with in a different way. The Disputes Procedure will have no effect to the extent that it contravenes, or is inconsistent with, that legislation.
- 15.3 **Application of other procedures under this Constitution or in a Bylaw:**
- (a) If the Dispute is dealt with by a separate procedure under this Constitution or in a Bylaw (**Other Procedure**), that Other Procedure applies to the exclusion of the Disputes Procedure. If any part of the Other Procedure is inconsistent with the rules of natural justice, that part will not apply, but the remainder of the Other Procedure will continue to apply together with adjustments as determined by the Committee in its discretion so that the Other Procedure is consistent with the rules of natural justice.
 - (b) If the conduct, incident, event or issue does not meet the definition of a Dispute and is managed by any Other Procedure, that Other Procedure applies to the exclusion of the Disputes Procedure.
- 15.4 **Application of the Disputes Procedure:** If the Dispute is not required by other legislation to be dealt with in a different way and it is not dealt with by any Other Procedure, the Disputes Procedure applies to the Dispute.

Disputes Procedure

- 15.5 **Raising a complaint:**
- (a) A Member or an Officer may start the Disputes Procedure (a **Complaint**) by giving written notice to the Committee setting out:
 - (i) the allegation to which the dispute relates and who the allegation is against; and
 - (ii) any other information reasonably required by the Club.
 - (b) The Club may make a Complaint involving an allegation against a Member or an Officer by giving notice to the person concerned setting out the allegation to which the Dispute relates.
 - (c) The information given must be enough to ensure a person against whom the Complaint is made is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.
- 15.6 **Investigating and determining Disputes:** Unless otherwise provided, the Club must as soon as is reasonably practicable after receiving or becoming aware of a Complaint, ensure the Dispute is investigated and determined. Disputes must be dealt with in a fair, efficient, and effective manner.
- 15.7 **Decision to not proceed with a matter:** Despite the contents of the Disputes Procedure, the Club may decide not to proceed with a matter if:
- (a) the Complaint is trivial; or
 - (b) the Complaint does not appear to disclose or involve any allegation of the following kind:

- (i) any material misconduct; or
- (ii) any material breach or likelihood of material breach of a duty under this Constitution or the Act; or
- (iii) any material damage to a Member's rights or interests or Members' rights or interests generally; or
- (c) the Complaint appears to be without foundation or there is no apparent evidence to support it; or
- (d) the person who makes the Complaint has an insignificant interest in the matter; or
- (e) the conduct, incident, event, or issue giving rise to the Complaint has already been investigated and dealt with under this Constitution; or
- (f) there has been an undue delay in making the Complaint.

15.8 Complaint may be referred: The Club may refer a Complaint to:

- (a) a hearing body or person authorised, delegated or appointed by the Committee to hear and resolve Disputes, and includes an arbitral tribunal (**Hearing Body**); or
- (b) a subcommittee or an external person to investigate and report; or
- (c) any type of consensual dispute resolution with the consent of all parties to the Complaint.

15.9 Hearing Body: The Committee may determine the composition, jurisdiction, functions and procedures of, and any sanctions which can be imposed by, any Hearing Body. Each Hearing Body has delegated authority by the Committee to resolve, or assist to resolve, Complaints.

15.10 Bias: An individual may not be part of a Hearing Body in relation to a Complaint if two or more members of the Committee or of the Hearing Body consider there are reasonable grounds to believe that the individual may not be:

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

15.11 Complainant's right to be heard:

- (a) The Member or Officer has a right to be heard before the Complaint is resolved or any outcome is determined. If the Club makes a Complaint, the Club has a right to be heard before the Complaint is resolved or any outcome is determined, and a Committee Member may exercise that right on behalf of the Club.
- (b) A Member or Officer or the Club must be taken to have been given the right if:
 - (i) the Member or Officer or the Club has a reasonable opportunity to be heard in writing or at an oral hearing, if one is held; and

- (ii) an oral hearing is held if the Hearing Body considers that an oral hearing is needed to ensure an adequate hearing; and
- (iii) an oral hearing, if any, is held before the Hearing Body; and
- (iv) the Member's or Officer's or the Club's written statement or submission, if any, are considered by the Hearing Body.

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

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

15.13 Appeals: There is no right of appeal or right of review of a decision unless specified.

16. Liquidation and removal

16.1 Notice: The Committee must give notice to all Members at least 20 Working Days of a proposed motion:

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

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

16.2 Special Resolution: Any resolution for a motion set out in clauses 16.1(a) to (c) must be passed by a Special Resolution of Members. The property of the Club, its trophies and records, and effects of all descriptions shall be disposed of in such manner and subject to such conditions as the members of the Club present at such meeting shall direct.

16.3 Surplus assets: If upon winding up or dissolution of the organisation there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid or distributed among the members of the organisation but shall be

given or transferred to some other organisation or body with similar objects to the first organisation that also has an income tax exemption or for some other charitable purpose, within New Zealand.

17. Matters not provided for

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

18. Common seal and contracting

- 18.1 The Common Seal is only required for documents the Committee determines the Common Seal should be affixed to for ceremonial purposes.
- 18.2 When required, the Common Seal will be affixed to a document following a resolution of the Federation and will be signed by two Committee Members.
- 18.3 Documents required to be executed by way of deed may be signed on behalf of the Club by any two members of the Committee, acting under the authority of the Committee, following a resolution of the Committee to approve the deed.
- 18.4 Agreements and documents not required to be executed by deed may be signed on behalf of the Club by any member of the Committee, acting under the authority of the Committee.