

# CONSTITUTION FOR TARADALE CLUB INCORPORATED

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## 1. NAME

- 1.1 The name of the Club shall be **TARADALE CLUB INCORPORATED** hereinafter referred to as “the club”.

## 2. DEFINITIONS AND INTERPRETATION

- 2.1 This constitution forms the rules of the club and herein after is referred to as the rules of the club.

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

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

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

**"Association"** means Clubs New Zealand Incorporated.

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

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of formation of the Club or at a later date, that do not form part of the Regulations and may be added or changed or rescinded by the Members of the Club or by a majority vote at an Executive Committee without reference to the Registrar of Incorporated Societies/Friendly Societies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

**"Chairperson"** means the person who is Chairperson of a Meeting pursuant to Rule 21.2.

**"Club or The Club"** means Taradale Club Incorporated

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

**"Committee Meeting"** means a meeting of the Committee.

**"Committee Member"** means one of the people comprising the Committee set out in Rule 12.1 and elected pursuant to Rule 12.3.

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

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

**"Family"** means a couple with children under sixteen (16) years of age, residing at the same address.

**"Family Member"** means a person elected to Family membership of the Club pursuant to Rules 6.8.

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

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

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

**"In Committee"** means that no minutes or record of debate is kept, and that the debate is confidential to those attending the meeting concerned. "Into Committee" has a corresponding meaning.

**"Introductory Member"** means a person joining the Club on a three (3) month trial, pursuant to Rules 6.7.

**"Junior Member"** means a person elected to Junior membership of the Club pursuant to Rules 6.4.

**"Legal Purchasing Age"** means the age at which a person may be sold or supplied with liquor under the Sale and Supply of Alcohol 2012.

**"Life Member"** means a person elected to life membership of the Club pursuant to Rules 6.5.

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

**"Member"** means any Ordinary, Honorary, Junior, Corporate or Life Member of the Club as set out in Rule 6.

**"Month"** means calendar month.

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

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

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

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

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

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

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

**"Year"** means the Club's financial year of twelve ( 12 ) months, commencing on the 1<sup>st</sup> April each year and ending on the 31<sup>st</sup> March the immediate following year"

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

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

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

### **3. REGISTERED OFFICE**

- 3.1 The registered office of the Club shall be at 55 Wharerangi Road, Napier or such other place as the Committee shall from time to time decide.

### **4. OBJECTS**

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

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

### **5. POWERS**

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

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

establishment of an Incorporated Society, Charitable Trust or Company to further that benefit.

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

## **6. MEMBERSHIP**

6.1 **Classes of Membership:** The Members of the Club shall consist of:

- (a) Ordinary
- (b) Honorary
- (c) Junior
- (d) Life
- (e) Corporate or Associate.
- (f) Introductory
- (g) Family
- (h) Partner

6.2 **Ordinary Membership:** Persons of at least the legal purchasing age may apply to become Ordinary Members of the Club in accordance with the following Rules:

- (a) Each candidate for membership shall be nominated in writing by two (2) Financial Members of the Club in the form set out in Appendix 2 to these Rules.
- (b) The nomination form shall include the candidate's:
  - (i) full name;

- (ii) Name of Ordinary Member/Family Name (if Family membership applied for)
  - (iii) Relationship to Ordinary Member (if Family membership application)
  - (iv) date of birth;
  - (v) residential address;
  - (vi) occupation; and
  - (vii) undertaking that they will abide by the Rules and By-laws.
  - (viii) acknowledges by signing the form, that he or she has authorised the club to obtain, check, exchange information with, and supply information to, members of the club, Clubs New Zealand and clubs that are members of Clubs New Zealand.
- (c) The candidate shall deposit, at the time of nomination, an application or subscription fee of such sum as may be directed by the Committee. Such fee shall not exceed the sum of the subscription for the class of membership applied for.
  - (d) The names of candidates shall be posted on the Club's noticeboard for fourteen (14) clear days for any objection from current ordinary members.
  - (e) If no formal objection is received, then candidate of membership is confirmed automatically.
  - (f) Any objection to a candidate which is lodged by a Member during the period of posting in Rule 6.2(d) shall be considered by the Committee at its next scheduled meeting.
  - (g) The Committee shall consider any objection based upon the facts presented and allow the candidate to put forward any evidence or rebuttal if warranted.
  - (h) In the event that the application is not approved by the Committee, the candidate shall be informed in writing of the decision.

### 6.3 **Honorary Membership**

The Committee may from time to time elect as Honorary Members of the Club those persons who meet the following criteria. Those persons duly installed as Honorary Members are without right to take part in any meeting, election or hold office.

- (a) Overseas visitors who are in the country for a minimum period of 4 weeks and who are relations or friends of an Ordinary or Life Members

- (b) Any person who is competing in a sports event or sporting fixture organised by the Club or Club Adjunct who holds no affiliation to Chartered Clubs of New Zealand. The period of membership shall only be for the period of the sports event or fixture.
- (c) Persons who have rendered a service to the Club without thought of reward or compensation.

The list of Honorary Memberships shall be reviewed every 3-monthly period by the Committee.

#### 6.4 **Junior Membership:**

Notwithstanding any other rules, the following rules set out provisions applying specifically to Junior Members. For the avoidance of doubt, where there is any conflict or ambiguity between these rules and any other rule in the Constitution, then the rules relating to Junior Members shall prevail. Subject to the provision contained in these rules, all rules shall apply to Junior Members in the same way as they do to Ordinary Members.

- (a) Persons aged under the legal purchasing age may apply to become Junior Members of the Club in accordance with the procedure for Ordinary Membership set out in Rule 6.2.
- (b) On reaching the legal purchasing age, Junior Members shall become Ordinary Members.
- (c) A Junior Member's rights are restricted by the following:
  - (i) No voting rights at any General Meeting.
  - (ii) No right to hold office or be a member of Executive Committee.
  - (iii) No right to nominate any applicant for membership.
  - (iv) No right to participate in any alcohol promotions, accept alcohol as a prize in any club activity, purchase alcohol or accept alcohol from any member except their parent or legal guardian (subject to compliance with licensing Laws).
  - (v) No access to restricted areas of the Club or supervised areas of the Club unless accompanied by their parent or legal guardian.
- (d) A Junior Member may have the right of admission to an Affiliated Club with which the Club has reciprocal rights (it is essential to check with each club first to ensure they allow Junior Members).
- (e) A Junior Member only has the right to invite one person as a guest on any one day to the Club, who is not a member and must be their parent, spouse or legal guardian.



- (f) All Junior Members must join at least one Club Adjunct.

6.5 **Life Membership:** Life Membership may be granted to any Member for meritorious service rendered to or on behalf of the Club, in accordance with the following:

- (a) The Committee may elect to recommend a Member for Life Membership.
- (b) A Financial Member may propose, and another Financial Member may second a Member for Life Membership in writing, and that nomination shall be forwarded to the Committee.
- (c) No nomination for Life Membership shall be put to the Annual General Meeting unless it has the support of the Committee.
- (d) The Committee shall post notice of its intention to recommend a Life Member on the Club's noticeboard for fourteen (14) clear days prior to the Annual General Meeting in any Year.
- (e) The Club may elect a Member recommended by the Committee to Life Membership, by simple majority at the Annual General Meeting.
- (f) Life Members are eligible to vote, hold office and enjoy all the rights and privileges of membership.
- (g) Life Members shall not be charged an annual subscription but shall be deemed to be Financial Members.

6.6 **Corporate or Associate Membership:** Is available to associations or organisations not eligible for Ordinary Membership of the Club in accordance with the following:

- (a) Application for Corporate or Associate membership must be made in writing to the Committee.
- (b) Application for membership will be considered with reference to the criteria in the By-Laws as amended from time to time.
- (c) Applications for membership may be rejected by the Committee or the Club, neither of whom are obliged to give reasons for such rejection.
- (d) Corporate or Associate members are not eligible to hold office and have no voting rights within the Club.
- (e) Corporate or Associate membership subscription will be determined as set out in Rule 7.2 as the Committee deems or sees fit and may be by way of donation or sponsorship.

6.7 **Introductory Membership:**

Notwithstanding any other rules, the following rules set out provisions applying specifically to Introductory Membership. For the avoidance of doubt, where there is any conflict or ambiguity between these rules and any other rule in the Constitution, then the rules relating to Introductory Members shall prevail. Subject to the provision contained in these rules, all rules shall apply to Introductory Members in the same way as they do to Ordinary Members.

- (a) Persons considering joining the Club may apply to become Introductory Members, in accordance with the procedure for Ordinary Membership set out in Rule 6.2.
- (b) An Introductory Member's rights are those of an Ordinary Member, but are restricted by the following:
  - (i) No voting rights at any General Meeting.
  - (ii) No right to hold office or be a member of the Executive Committee.
  - (iii) No right to nominate any applicant for membership.
- (c) The term of Introductory Membership shall be not longer than three months from the date of confirmation as a member by the Club. This term may not be extended.
- (d) On expiry of the three-month period of Introductory Membership, the member may be invited to apply for Ordinary or Junior membership.
- (e) Persons who have previously been accepted into the Club as Introductory Members but who subsequently declined to take up or were not offered Ordinary or Junior membership are ineligible to apply for a further term of Introductory Membership.

#### 6.8 **Family Membership:**

Notwithstanding any other rules, the following rules set out provisions applying specifically to Family Membership. For the avoidance of doubt, where there is any conflict or ambiguity between these rules and any other rule in the Constitution, then the rules relating to Family Membership shall prevail. Subject to the provision contained in these rules, all rules shall apply to Family Members in the same way as they do to Ordinary Members.

- (a) One Family member person must be nominated as the Ordinary Member and enjoy the associated membership rights, as per 6.10. The remainder of the family's rights are restricted by the following:
  - (i) No voting rights at any General Meeting.
  - (ii) No right to hold office or be a member of the Executive Committee.
  - (iii) No right to nominate any applicant for membership.

- (b) A Family Member may have the right of admission to an Affiliated Club with which the Club has reciprocal rights.

6.9 **Partner Membership:**

Partner members shall have rights and privileges as defined in 6.10, except that only the Principal Partner Member shall have voting rights, eligibility to participate in member draws or eligibility to join an Adjunct.

6.10 **Rights and privileges:** Ordinary, Junior, Introductory, Life and Family and Partner Members shall be entitled to:

- (a) enter Club premises during such hours as may be defined by the Committee;
- (b) enter any Club with whom reciprocal visiting arrangements are in place, provided it is in accordance with that club's Rules; and
- (c) with the exception of Junior, Introductory and Family Members:
  - (i) hold office in accordance with these Rules; and
  - (ii) have an equal voice in all business of the Club.

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

**7. SUBSCRIPTIONS**

- 7.1 The Annual Subscription shall be such sum as shall be determined by the Committee from time to time.
- 7.2 The Annual Subscription payable by a Corporate or Associate Membership under Rule 6.6 shall be determined by the Committee from time to time but shall not be less than five (5) times that payable by an Ordinary Member.
- 7.3 The Annual Subscription payable by an Introductory Membership under Rule 6.7 shall be determined by the Committee from time to time but shall not be less than twenty five percent (25%) of that payable by an Ordinary Member.
- 7.4 The Annual Subscription payable by a Family or Partner Membership shall be determined by the Committee from time to time but shall not be less than that payable by an Ordinary Member, plus 50%.
- 7.5 The Annual Subscription shall be payable yearly in advance and is due for payment on or before the 1<sup>st</sup> of October in each year.

7.6 Any Member whose subscription or other dues are not paid within one (1) month of the date referred to in Rule 7.5 , shall be ineligible to:

- (i) Accumulate Members loyalty points
- (ii) Participate in membership draws

Any Member whose subscription or other dues are not paid within three (3) months of the date referred to in Rule 7.5 , shall:

- (a) thereupon automatically cease to be a Member and his or her name shall be removed from any register of Members;
- (b) not be relieved from payment of the Annual Subscription or of any other payment due or payable to the Club;
- (c) not be refunded any subscription or other payment already paid to the Club;
- (d) re-apply for membership pursuant to Rule 6 if he or she wishes to be reinstated as a Member.

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

## **8. RESIGNATION**

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

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

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

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

## **9. IMMEDIATE SUSPENSION**

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

- (a) removes any property of the Club, including but not limited to a book or newspaper, from Club premises without the consent of the Committee;
- (b) wilfully or recklessly damages any property of the Club and refuses to replace or make good the damage;

- (c) persists in drunkenness, swearing, obscene language or other disorderly conduct on Club premises after being cautioned by any Committee Member or Duty Manager;
- (d) persists in creating a disturbance at any Meeting or other Club event, after being cautioned by a Committee Member or Duty Manager;
- (e) uses or threatens violence to any person; or
- (f) contravenes any exclusion order or agreement that is in force which restricts the Member from participating in gambling activities.

9.2 **Procedure for immediate suspension:**

- (a) Any Committee Member or any manager on duty pursuant to section 115 Sale of Liquor Act 1989 may immediately suspend a Member for the acts set out in Rule 9.1.
- (b) A suspended Member shall be totally excluded from the Club's premises and Club activities from the time of committal of the offence until such time as the matter is dealt with by the Committee.
- (c) A suspended Member must forfeit his or her membership card during the suspension period and losses reciprocal visiting rights with affiliated clubs.
- (d) The Committee shall meet to consider the suspension in accordance with the procedures in Rule 10.2(b) to (g).

**10. EXPULSION AND SUSPENSION**

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

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

10.2 **Procedure for expulsion or suspension:**

- (a) Any Member may notify the Committee if he or she believes a Member may be liable for expulsion or suspension pursuant to Rule 10.1. This should be in the form of a written or oral complaint.
- (b) Within three (3) days of receipt of such notice, or of a Member being immediately suspended pursuant to Rule 9, the Committee should check the Club Rules and then convene an Investigation by a person who is not part of the Disciplinary Hearing Committee or party to the complaint. The Committee must then decide whether there is a case to answer and if upheld, shall call a Committee Meeting to consider the notice or suspension.
- (c) Such a Meeting shall be held within two (2) weeks of receipt of the notice, or of the suspension.
- (d) The Committee must give the Member concerned at least seven (7) days' written notice of that Meeting, informing him or her:
  - (i) the nature of the complaint; and
  - (ii) how the complaint will be heard;
  - (iii) his or her right to appear and be heard at that Meeting; and
  - (iv) the process of the Meeting.
- (e) After the Member concerned has had the opportunity to be heard and if the complaint is found to be proven, the Committee may elect to:
  - (i) expel him or her; or
  - (ii) suspend him or her for a determined period, or until a particular event.
- (f) Any Member expelled or suspended shall have the right to appeal under Rule 29.
- (g) Any expulsion or suspension shall be entered in the minutes of the Committee Meeting together with the name of the Member concerned.

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

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

10.5 A Member expelled on the ground of criminal conviction shall not be eligible for re-election to membership unless a period of at least twelve (12) months

has passed since the date of expulsion and has the support of a sixty percent (60%) majority of the Committee.

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

## 11. PROPERTY

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

## 12. COMMITTEE OF MANAGEMENT

- 12.1 **Committee Members:** The general business, management and control of the Club shall be conducted by a Committee comprising up to six (6) Committee Members, but not less than four (4)
- 12.2 Office holders of Adjuncts are not Committee Members or Club officials by virtue of holding such office.
- 12.3 **Eligibility:** Each Committee Member must:
- (a) be at least 18 years and resident in New Zealand;
  - (b) be a Financial Member;
  - (c) be an Ordinary or Life Member;
  - (d) not be an employee of the Club except as provided for Secretary;
  - (e) a candidate for Committee must have been a financial member of the Club for a minimum of one (1) year preceding nomination, or an Officer of another Clubs NZ affiliated Club.
  - (f) A candidate shall be disqualified from being appointed or holding office as a Committee Member if he or she is:
    - (i) An undischarged bankrupt;

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

12.4 **Term of office:** Committee Members:

- (a) Will remain in office for two years following his or her election provided however that the three (3) lowest polling Committee members elected to the first Committee pursuant to these rules will only remain in office the first year of that first Committee; and
- (b) may make themselves available for re-election; and
- (c) may be eligible for re-election.

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

- (a) Nominations for Committee Members must be:
  - (i) in writing in the form set out in Appendix 3, as amended from time to time;
  - (ii) proposed, by a Financial Member, and seconded by another Financial Member;
  - (iii) deposited with the Secretary or Operations Manager at least fourteen (14) days before the Annual General Meeting.
- (b) If Rule 12.4(a) is not complied with then the nomination shall be void.
- (c) The election shall be (by any or a combination of the following as laid down in the Club constitution) a secret ballot on the Club's premises or by postal vote at, or within ten (10) days, after the Annual General Meeting.

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

12.7 **Removal from office:**



- (a) A member of the Committee may be removed from office for any reason which the Committee deems expedient in accordance with the following:
  - (i) The Committee shall convene an Extraordinary General Meeting to consider the removal in accordance with Rule 20;
  - (ii) The Committee must give seven (7) days' notice in writing to the Committee Member in question, informing him or her of his or her right to appear and be heard at that Meeting;
  - (iii) After the Committee Member in question has had the opportunity to be heard, the Meeting may elect to remove him or her from office by simple majority vote;
  - (iv) If the Meeting elects to remove the Committee Member, such removal shall be effective immediately;
- (b) On receipt of a notice of motion of no confidence in a Committee Member signed by fifty (50) Financial Members, the Committee shall convene an Extraordinary General Meeting and proceed in accordance with Rule 12.7(a).
- (c) A Committee Member, who has been convicted of any offence which in the opinion of a majority of the Committee brings the Club into disrepute, shall automatically and immediately be removed from office.
- (d) A Committee Member shall automatically and immediately be removed from office if he or she becomes ineligible in accordance with Rule 12
- (e) The Committee may elect to remove a Committee Member who becomes physically or mentally incapacitated to the extent that he or she cannot carry out his or her duties as a Committee Member.
- (f) No Committee Member who has been removed from office shall be eligible for re-election without the consent of a General Meeting.

12.8 **Vacancy:** Any vacancy in any Committee position which is not filled at an Annual General Meeting or which occurs between Annual General Meetings shall be filled by the Committee appointing another person to the vacant office.

12.9 **Powers:** The Committee shall, subject to any limitations imposed by these Rules, have the power to:

- (a) exercise all the powers and authorities of the Club;
- (b) do such other acts and things as it deems necessary or expedient for carrying on the business of the Club;

- (c) form standing or ad hoc committees for the purpose of exercising its duties, authorities or powers;
- (d) delegate its duties, powers and authorities to the Operations Manager or to a committee formed under clause 12.9(c); and
- (e) co-opt any person to assist with its functions.

12.10 **Duties:** Committee Members (Officers of the Club) shall at all times:

- (a) render every assistance to the Chairperson and staff of the Club to maintain order and to prevent infringement of the Rules, Regulations or By-Laws or the terms of any charter or licence which may from time to time be granted to the Club;
- (b) act in good faith and in the best interest of the Club, and use his or her powers for a proper purpose;
- (c) comply with the Incorporated Societies Act and with the Clubs constitution, except where the constitution contravenes the Act;
- (d) exercise the degree of care and diligence that a reasonable person with the same responsibilities within the Club would exercise in the circumstances applying at the time;
- (e) not allow the activities of the Club to be carried on recklessly or in a manner that is likely to create a substantial risk of serious loss to the Club's creditors; and
- (f) not allow the Club to incur obligations that the officer does not reasonably believe will be fulfilled.
- (g) In the execution of their duties, exercise fiduciary responsibility and act in the best interests of the Members, and
- (h) ensure that notices and signs as detailed in Appendix 4 are displayed where they can be seen clearly by Members and guests; and that they are current and valid.

### 13. CHAIRPERSON

13.1 The Chairperson, selected by and from within the Committee, shall be the Clubs Statutory Officer pursuant to the provision of the Incorporated Societies Act and its obligation attached thereto.

13.2 The Chairperson shall be an ex officio member of all sub-committees, and Adjuncts.

13.3 The Chairperson shall have the right of entry upon the Club premises at any time.

## **14. DIRECTOR OF FINANCE**

- 14.1 The Committee may appoint a Director of Finance whose duties shall be
- (a) ensure that all monies received by the Club are paid into the Bank for the credit of the Club; and
  - (b) prepare a detailed report of the previous month's receipts and payments for each monthly Committee Meeting and present it to that Meeting; and
  - (c) ensure that all taxes, levies, duties, and other payments required by statute are made before the due date; and
  - (d) all taxation and other financial returns required by statute are accurately completed and lodged by the due date; and
  - (e) prepare the Club's Financial Statements and present them to the Annual General Meeting each year.
- 14.2 The Director of Finance shall immediately bring to the attention of the Committee, any financial irregularity or suspicion of financial irregularity, or any concern regarding the financial performance of the Club.
- 14.3 Nothing in this Rule shall preclude the engaging of outside professional services in the performance of any of the above duties or directing the Operations Manager to carry out some of the duties under the supervision and control of the Committee.

## **15. AUDITOR**

- 15.1 The Club's accounts shall be audited annually by a chartered accountant appointed by the members in Annual General Meeting, who shall:
- (a) be a member of the Institute of Chartered Accountants of New Zealand; and
  - (b) not be a Committee Member or hold any other office in the Club.
- 15.2 The auditor shall have the right to attend any meeting of the Club at which the Club's financial affairs are under discussion but shall not be entitled to exercise a vote on any question.
- 15.3 The auditor shall be paid such fees as may be determined by the Committee from time to time.
- 15.4 The auditor shall have the power to call for the production of all books, papers and documents (including electronic documents) relating to the affairs of the Club. The financial statements shall be audited by him or her and, if correct,

certified under his or her hand before they are submitted to the Annual General Meeting.

## **16. SECRETARY**

16.1 The Committee of Management shall appoint a Secretary whose duties shall be to:

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

16.2 Nothing in this Rule shall preclude the engaging of outside professional services in the performance of any of the above duties or from combining the office of Secretary with that of Operations Manager (Secretary/Manager).

## **17. OPERATIONS MANAGER**

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

- (a) the day to day maintenance, cleanliness and service of the Club;
- (b) the engagement and dismissal of such employees as may be essential to provide adequate and efficient maintenance of the assets and control of the Club;
- (c) ensuring that the Club's membership register is kept up to date;
- (d) ensuring that the Club has a guest signing in book available for guests of members. Carrying out such other duties as are conducive to his or her office and that the Committee shall decide from time to time.
- (e) Such other duties in accordance with an employment contract duly negotiated and signed.

17.2 The Operations Manager's remuneration shall be determined by the Committee.

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

## **18. ANNUAL GENERAL MEETING**

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

- (a) receiving and adopting the annual report of the Committee;
- (b) receiving and adopting the Financial Statements of the Club;
- (c) considering, and if necessary, taking action on, any motion relating to the annual report or Financial Statements;
- (d) considering, and if necessary, taking action on, any other motion of which due notice pursuant to Rule 18.2 has been given;
- (e) election of Committee of Management;
- (f) election of Board of Appeal;
- (g) election of Auditor;
- (h) general business.

18.2 At least Fourteen (14) days before the Annual General Meeting the following shall be given by notice on the Club's Notice Board and by circulation to Members by email to those Members whose email addresses are included in the Club's communication system and by reference in the Club's newsletter:

- (i) notice of the Annual General Meeting;
- (j) the Committee's annual report;
- (k) the Financial Statements; and
- (l) notice of any other business to be transacted at the Meeting.

18.3 ( a ) Where possible, the financial statement presented, should be one that has been audited by the Club's Auditors.

( b ) Where any event beyond the control or foreseeability of the Committee occurs which, in the opinion of the Committee, prevents the Club from holding its AGM by 30 June, the AGM must be held within four ( 4 ) weeks on which the intervening event ceases to prevent such a meeting.

( c ) Any decisions made at the later AGM referred to in subclause ( b ) above, will have the same force and effect as if they had been made at an AGM held on or before 30 June.

## 19. **EXTRAORDINARY GENERAL MEETING**

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

- (a) the Committee considers such a Meeting necessary or desirable; or

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

Not less than Seven (7) days' notice specifying the time and place of an Extraordinary General Meeting, its purpose and an agenda shall be given by notice on the Club's notice board and by circulation to Members by email to those Members whose email addresses are included in the Club's communication system and by reference in the Club's newsletter:

## **20. CONDUCT OF GENERAL MEETINGS**

- 20.1 At all General Meetings, the Chairperson shall be the Committee Chairperson, or in his or her absence a Committee Member elected by the Meeting.
- 20.2 The quorum for a General Meeting shall be no less than fifty (50) Financial Members.
- 20.3 A General Meeting shall be adjourned if:
  - (a) a quorum is not present within half an hour after the time fixed for the Meeting; or
  - (b) a quorum is present and the Meeting elects to adjourn.
- 20.4 If a Meeting is adjourned, the Committee shall:
  - (a) fix a new date not more than fourteen (14) days later; and
  - (b) give at least three (3) day's notice of the adjourned Meeting by be given by notice on the Club's notice board and by circulation to Members by email to those Members whose email addresses are included in the Club's communication system and by reference in the Club's newsletter:
- 20.5 If a quorum is not present at an adjourned Meeting, the Meeting shall lapse. If a quorum is not present for an Extraordinary General meeting, the agenda as displayed on the Notice Board shall automatically revert to the Committee for adjudication.
- 20.6 **Resolutions:**
  - (a) A Member may without notice ask any question or move any resolution relative to the Annual Report or Balance Sheet.
  - (b) Any Member intending to move a resolution bearing on any other matter must give notice of the proposed motion, seconded by another Member, to the Secretary at least twenty-one (21) days before the

Meeting and such notice of motion shall be forwarded to each Member with the notice of the Meeting.

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

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

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

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

20.10 **Voting:** At any General Meeting:

- (a) each Ordinary and Life Member shall be entitled to be present and to give one vote on all questions;
- (b) voting shall be on show of hands in the first instance;
- (c) a declaration by the Chairperson as to the result shall be conclusive unless a motion that the vote shall be taken by secret ballot is passed by a majority of Members present; and
- (d) in the event of equal votes being cast, the Chairperson shall have a casting vote;

## 21. COMMITTEE OF MANAGEMENT MEETINGS

- 21.1 The Committee shall meet regularly and at least once each month at a time and place to be determined by the Committee, or on a requisition in writing to the Secretary setting out the purpose for which the Meeting is required and signed by three (3) members of the Committee. A date for a Committee Meeting must be set within four (4) days of the Secretary receiving a requisition under this clause.
- 21.2 At all Committee Meetings, the Chairperson shall be the Committee Chairperson, or in his or her absence a Committee Member elected by the Meeting.
- 21.3 The quorum for a Committee Meeting shall be not less than sixty per cent (60%) of its members.
- 21.4 Any Committee Meeting shall be adjourned if:
- (a) a quorum is not present within half an hour after the time fixed for the Meeting; or
  - (b) a quorum is present and the Meeting elects to adjourn.
- 21.5 If a Committee Meeting is adjourned, the Committee shall:
- (a) fix a new date not more than fourteen (14) days later; and
  - (b) give at least three (3) days' notice of the adjourned Meeting to each Committee Member.
- 21.6 If a quorum is not present at an adjourned Meeting, the Meeting shall lapse.
- 21.7 Except as otherwise provided by these Rules, all questions raised at a Committee Meeting shall be decided by a simple majority of votes cast.
- 21.8 In the event of equal votes being cast, the Chairperson shall have a casting vote.

## **22. ACCOUNTS**

- 22.1 The Committee shall ensure true accounts are kept of:
- (a) all sums of money received and expended by the Club and the matters in respect of which such receipt and expenditure takes place; and
  - (b) all assets, credits and liabilities of the Club including any charges and securities of any description affecting any property of the Club; and
  - (c) all remuneration and entitlements relating to employees of the Club.
- 22.2 The books of accounts shall be kept at the office of the Club or other such place as the Committee may determine and shall be open to the inspection of Financial Members at all reasonable times.



- 22.3 All monies received shall be forthwith paid into a bank approved by the Committee of Management after being entered in the books of the Club as having been received.
- 22.4 All payments shall be reported to the Committee of Management for confirmation at the meeting next following payment.
- 22.5 Payment of all monies on behalf of the Club shall be made by cheque signed by, or electronic transaction authorised by, two Committee Members, or other person approved by the Committee as an authorised signatory of the Club.
- 22.6 At every Annual General Meeting the Committee shall present:
- (a) the Club's Financial Statements; and
  - (b) an Annual Report as to the state of the Club.
- 22.7 The Club shall make returns if warranted by the Incorporated Societies Act or Friendly Societies and Credit Unions Act (whichever applies) and shall comply with all the relevant requirements of those Acts.

## **23. GENERAL POWERS AND DUTIES OF THE COMMITTEE OF MANAGEMENT**

- 23.1 To do all such things as in the opinion of the Club may be incidental to the attainment of any of the provisions as outlined in and accordance with Rule 5.
- 23.2 Elect at its first Committee of Management meeting following Election, an Emergency Executive Committee and/or Finance Committee who shall have the power to act in emergencies that may arise.
- 23.3 Elect such Sub Committees as deemed fit for various business as required. The Chairperson of each Sub Committee shall be appointed from the Committee of Management and shall be convenor of all meetings of that committee. The Chairperson shall be ex-officio of all sub committees.

## **24. BORROWING MONEY**

- 24.1 The Committee shall have power to borrow or raise or give security for money by issue of mortgages, bonds, debentures, debenture stock, bills of exchange, promissory notes or other obligation or securities of the Club by mortgage or charge upon all or any part of the property of the Club or without security and upon terms as to priority or otherwise as the Committee of Management shall see fit.
- 24.2 The Committee, under Clause 24.1 above, may borrow from a Bank, or other, loans for the Club providing they in total do not exceed 22.5% of the total assets of the Club as shown in the latest audited set of financial accounts.

Any major asset, either addition or restoration, over \$50,000, is to be advised to the membership seven (7) days before committing to the expenditure if financed by borrowing. This will give the opportunity for members to request an Extraordinary General Meeting (EGM) under our constitution to discuss the project. Should such a meeting be requested the expenditure is to be put on hold until after the EGM.

## **25. ADJUNCTS**

25.1 An Adjunct may be formed within the Club for sporting or special interest groups.

25.2 Any assets of the Adjunct are the assets of the Club. All monies received for Adjuncts shall be paid into the Adjunct's bank account referred to in clause 25.4(a).

25.3 All accounting, taxation, financial reporting and legal compliance responsibilities of the Adjunct shall rest with the Club.

25.4 Adjuncts shall use the Club's accounting services or alternative accounting services where specifically approved by the Club's Committee in the following manner:

( a ) Adjuncts must use the same Trading Bank as the Club, on the Club's base bank account number but with a separate suffix number or numbers, to that of the Club.

( b ) Adjuncts may invest monies with the Club, or other investment accounts where specifically approved by the Club's Committee. If invested outside the Club, the Adjunct acknowledges that any such funds remain an asset of the Club.

( c ) Any Two ( 2 ) of the respective Adjunct's President/Chairperson, Secretary, Treasurer or Committee Member, shall be joint signatories of the Adjunct's account. The Club Committee has the power to set a limit for all individual payments or transactions under this Clause whereby the payment or transaction cannot be made without being countersigned by the Club's Operations Manager or Chairperson. Adjuncts will be advised in writing of the limit in this respect.

( d ) All payments on behalf of an Adjunct, shall be made by electronic bank transaction, on the respective Adjunct's account, signed by signatories as per Clause ( c ) above.

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

25.6 Members of an Adjunct involved in any activity of or related to the Adjunct shall indemnify the Club and its representatives from any problem, direct or

indirect loss or damage, claim or proceedings (including in negligence) caused or contributed to by that activity.

25.7 Adjuncts are required to maintain annual accounts, based on the Adjunct's respective financial year and submit a copy of each year's accounts to the Club. All Adjuncts bank balances as at 31 March each year, will be noted in the Club's Annual Accounts.

**26. SEAL**

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

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

The Common Seal of <b>Taradale Club</b> (Incorporated) was hereunto affixed by the Secretary in the presence of two (2) members of the Committee.	
<b>Names:</b>	<b>Signatures:</b>
_____	_____
Secretary	
_____	_____
Member	
_____	_____
Member	

**27. GUESTS AND VISITORS**

27.1 The Club, under its Club Licence or On Licence, must ensure that alcohol is only supplied to Members, Authorised Customers or Authorised Visitors for consumption within the club's premises.

27.2 Any Member may invite any person as an Authorised Customer (herein referred to as a "Guest") to the Club in accordance with the following:

- (a) By entering Club premises, a Guest agrees to abide by these Rules.
- (b) All Guests shall enter their name and address in the Club's Guest Register each time they visit the Club.
- (c) The Member accompanying a Guest shall also sign the Club's Guest Register and will at all times be responsible for the conduct of the guest.

- (d) The number of Guests allowed to be admitted by any member at one time shall be restricted to a maximum of eight (8), however on application by any member to the Committee or Operations Manager or those staff authorised to do so, may be granted dispensation to invite a greater number than eight (8) persons.
- (e) No Guests shall be sold or supplied liquor on Club premises unless the Guest is present on the invitation of a Member and is in the company of Member and the liquor is supplied for consumption on the premises.

27.3 An Authorised Visitor (herein referred to as a "Visitor") who is a member of an affiliated club, or a club / group with authorised visiting rights visiting the Club:

- (a) are deemed to agree to abide by these Rules;
- (b) have the same rights as Members to be sold or supplied liquor on Club premises provided they have produced sufficient evidence to an officer of the Club or member of its staff that they are a member of an affiliated club or a club / group that has been authorised visiting rights by the Committee. No person, whether a member of an affiliated Club or otherwise, may become a regular or frequent visitor.

## **28. OFFENCES**

28.1 If a Member is convicted of any Crime (as defined in the Crimes Act 1961 as at 1 June 2010 after confirmed as member to the Club:

- (a) he or she must inform the Secretary of the conviction and any penalty imposed; and
- (b) the Secretary shall report the fact to the Committee at or before its next meeting.

## **29. BOARD OF APPEAL**

29.1 A Board of Appeal consisting of three (3) Members shall be elected at each Annual General Meeting. Committee Members shall not be eligible for membership of the Board of Appeal.

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

- (a) Any member being suspended or expelled who wishes to appeal must give notice in writing to the Secretary within seven (7) days of the date of such suspension or expulsion, stating the grounds for appealing.
- (b) Within forty-eight (48) hours of receiving such notice, the Secretary shall convene a Meeting of the Board of Appeal.

- (c) The Board of Appeal shall re-hear the case but shall not admit fresh evidence, except where an application has been made to the Committee for a re-hearing and has been refused.

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

### **30. DISPUTES**

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

### **31. INTERPRETATION**

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

### **32. REVISION OF REGULATIONS**

32.1 These Rules may be revised or amended by a resolution passed by the Financial Members present at a General Meeting. This is subject to the provisions of the Incorporated Societies Act or the Friendly Societies and Credit Unions Act (whichever applies) and shall comply with all relevant requirements of those acts and their amendments.

32.2 Notice specifying the intention to propose such a resolution must be given in writing to the Secretary at least ten (10) days before a General Meeting and such notice shall be forwarded or advertised to each Member with notice of the Meeting.

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

33.1 The Club may only be dissolved by the Registrar of Incorporated Societies/Friendly Societies:

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

33.2 The Club may be put into liquidation:

- (a) at an Extraordinary General Meeting called by the Committee for that purpose; or

- (b) as provided for in the Incorporated Societies Act or the Friendly Societies and Credit Unions Act (whichever applies)?

33.3 The Club may either:

- (a) On the dissolution of the Club by the Registrar, dispose of all surplus money and assets after the payment of all costs, debts, and liabilities in a manner provided by the rules of the Club, or if such assets cannot be disposed of in accordance with the rules, then as the Registrar directs, or
- (b) The Committee shall administer the dissolution of the Club and the division of surplus money and assets on winding up by distribution to a charitable organisation or institution to be determined by the Committee.

#### **34. NO MONETARY GAIN**

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

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

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

#### **35. GENERAL**

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

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

MEMBERS' CERTIFICATE

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

**Names:**

**Signatures:**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **APPENDIX 1. BY – LAWS**

Under Rule 5 the Committee of Management may make By-Laws (not inconsistent with the Incorporated Societies Act and not inconsistent with Sale and Supply of Alcohol Act and Gaming Act) for the regulation and management of the Club or any part of its business.

The following By-Laws have been adopted but do not form part of the Rules and may be added to, changed or deleted without reference to the Register of Incorporated Societies.

### **1. DISALLOWED ACTIVITIES:**

- 1.1 No raffle shall be allowed on the Club's premises nor goods exhibited for the purpose of a raffle except with the authority of the Committee.
- 1.2 No unlicensed or unlawful gambling or gaming shall be permitted in the Club.
- 1.3 No petition, except for the purpose of convening an Extraordinary General Meeting as provided for in Rule 19.1(b), shall be allowed to circulate on the premises of the Club.
- 1.4 No business cards or notices shall be displayed on Club premises without the sanction of the Committee.
- 1.5 No Member or employee shall without the sanction of the committee:
  - (a) conduct a business on Club premises; or
  - (b) use the Club address for business purposes; or
  - (c) give the address of the Club in an advertisement.
- 1.6 No animals shall be allowed within the Club buildings with the exception of Guide dogs and Assistance dogs.
- 1.7 Members shall not interfere with, deface or damage the Club's property, or commit any nuisance in or about the premises.
- 1.8 No person, political group or party shall be allowed to use any part of the Club's premises for any political purpose; unless authorised by the Committee.
- 1.9 No member shall give any gratuity to any employee of the Club.

### **2. MEMBER CONDUCT**

- 2.1 Any member removing any article or articles from the Club's premises without authority, or wilfully damaging any of the Club's property, shall render themselves liable to expulsion or suspension of any length imposed by the Committee, plus restitution for damage or theft.



- 2.2 Any member convicted of bookmaking or an indictable offence or committing an offence within or outside of the Club likely to prejudice the Club's Liquor or Gaming Licence shall automatically cease to be a member of the Club.
- 2.3 Drunkenness, swearing, obscene language, sexual harassment and other disorderly conduct deemed unfit shall not be permitted in the Club's premises and members persisting in offending may, after being cautioned by any officer of the Club or a Committee member or warned in writing by the Committee render themselves liable to suspension, expulsion or fine.
- 2.4 Suspension by a Committee member or an officer of the Club shall mean total exclusion from the Club's premises from the time of committal of the offence until such time as the matter has been dealt with by the Committee of Management which may either cancel the suspension or confirm it for a determined period of time. The member shall in all cases be given the right to appear before the Committee of Management
- 2.5 If, in the opinion of the Committee of Management, a fine would be a more appropriate measure of discipline the Committee may levy such as an alternative. In no case, however, shall the Committee have the authority to levy a fine in excess of Fifty Dollars (\$50) for each offence. The payment of such fine does not automatically disqualify the member from any office held within the Club

(1) Any disciplinary action taken will be entered in the minutes of the Committee meeting together with the name of the member.

(2) Any member convicted of any criminal offence may become liable for suspension or expulsion as decided by the Committee of the day.

### **3. CORPORATE OR ASSOCIATE MEMBERSHIP CRITERIA**

- 3.1 Must be an Association, Club, formed as either an incorporated or friendly society or similar or a registered limited liability company formed under the Companies Act.
- 3.2 May be authorised to sell or supply liquor to its members or staff pursuant to the Sale and Supply of Alcohol Act.
- 3.3 Must own premises and be able to offer reciprocal rights to other members of the Club.
- 3.4 Must have its application for membership supported by a current financial member of the Club
- 3.5 Must not be an adjunct of the Club, that is, an Ordinary Member of the Club that meets the requirement of Ordinary Membership.

#### **4. CLUB MEMBERSHIP CARDS/ACCESS**

4.1 Membership cards must be carried at all times while on the Club's premises and grounds.

- (1) Membership cards remain the property of the **Taradale Club Inc** and must be surrendered on request.
- (2) Lost or stolen cards must be reported immediately.
- (3) Membership cards are solely for the use of those members to whom they have been issued. Any person other than an entitled holder, who may be in possession of a card, will be denied access to Club premises and have the card confiscated.
- (4) Members who are not in possession of a current membership card will have access to the Club denied and will also be precluded from participating in Club activities or business.
- (5) Any member who knowingly allows a non member to utilise their card may face disciplinary action.

#### **5. MISCELLANEOUS:**

5.1 Gaming machines are for the use and enjoyment of all those who attend the Club lawfully. Prizes will only be paid to these persons and proof that the person is lawfully in the Club will be required. If the club does not have a rule suitably displayed, the club must pay out all prizes in accordance with the Gambling Act.

5.2 A suitable standard of dress is required to be worn while on the Club premises. The wearing of articles of clothing such as caps, hats, singlet's, overalls, gumboots or working boots is at the discretion of the Committee who set the dress standards, as amended from time to time. Footwear must be worn at all times. *(Note: That headwear may be allowed in the Club premises on religious and cultural grounds, Injury or medical conditions or for sporting events where the Committee has approved it as part of the dress attire)*

5.3 Children, other than Junior Members, do not have access to the Club premises unless in the company of their parents, grandparents or a legal guardian and must remain with them whilst on the premises. Some areas of the Club are out of bounds and children are required to be off the Club premises by the time set by the Executive Committee, as amended from time to time.

5.4 Club operating hours are set by the Executive Committee, as amended from time to time. Operating hours are restricted by the Club Licence and On-Licence.

5.5 All Class 4 Gaming Machines are to be turned on whenever the Club is operating.

**APPENDIX 2. MEMBERSHIP APPLICATION**

**TARADALE CLUB  
MEMBERSHIP APPLICATION FORM  
Privacy Act 1993**

The club is collecting, and will hold, the information on this form.

The information is required:

- a. so, it, and its members, can assess the applicant's suitability for membership (including transfer of membership).
- b. so, it can administer its operation and assist other clubs affiliated with Clubs New Zealand to administer theirs.

A copy of the first part of this application form of the applicant will be displayed on the club notice board. The applicant acknowledges by signing this form that he or she has authorised the club to obtain, check, exchange information with, and supply information to, members of the club, Clubs New Zealand and clubs that are members of Clubs New Zealand. The applicant is entitled, under the Privacy Act 1993 to have access to, and request correction of, personal information held by the club about the applicant.

<b>Mr/Mrs/Miss/Ms</b>	<b>SURNAME:</b>	<b>FIRST NAMES:</b>
Are you, or have you ever been, known by another name?		YES/NO
If YES, please write the name here in full:		
<p>I hereby agree to abide by the rules of the club and certify that the information provided on this application form is correct. I acknowledge that if I have given false information, it could result in automatic cancellation of my application and/or membership. I certify that I am not suspended, nor expelled, from another club.</p> <p>I enclose a cheque for \$....., payable to the club, being full payment of the nomination fee*</p> <p>*On acceptance as a member of the club, you will receive an account for the current year's subscription which is to be paid at the office of the club within ... days. If payment is not received within this period, the membership becomes invalid.</p>		
<b>Signature of applicant:</b>		<b>Date:</b>

**PROPOSER/SECONDER DETAILS -PLEASE PRINT YOUR NAME**

<b>PROPOSED BY:</b>	<b>MEMBERSHIP NO:</b>
I have known the applicant for..... years	<b>Signed:</b>
<b>SECONDED BY:</b>	<b>MEMBERSHIP NO:</b>
I have known the applicant for..... years	<b>Signed:</b>

For the privacy of the applicant, the section below should be folded back before photocopying the top section for posting on the club notice board section for new member applications.

**Applicant to complete:**

<b>ADDRESS:</b>	(if applying for a Family Membership) Family Surname: ..... Family Address: ..... ..... Relationship to Family member: .....
<b>CONTACT TEL. NO:</b>	<b>HOME FAX (if any):</b>
<b>MOBILE NO:</b>	<b>EMAIL ADDRESS:</b>
<b>DATE OF BIRTH:</b>	

**For office use only:**

Date nomination received:	Date membership confirmed / declined:
Subscription paid:	Receipt No:

**APPENDIX 3. NOMINATION FORM**

**NOMINATION FOR OFFICE  
(PLEASE COMPLETE CLEARLY)**

We, the undersigned certify that we are current financial members of the **Taradale Club Inc.** and herewith nominate:

..... Member Number.....  
(Full Name of Nominee)

**For the Office of**

\_\_\_\_\_  
(Specify Office Nominated for)  
**OF THE TARADALE CLUB INC**

Proposer..... Member Number.....

Signature.....  
(Name)

Seconder..... Member Number.....

Signature.....  
(Name)

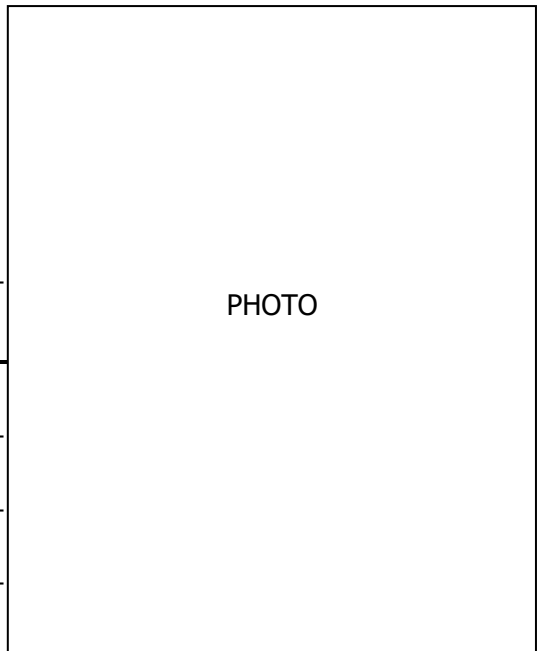
**I hereby accept the nomination: Signature .....** **Date.....**

Current or Previous Occupation \_\_\_\_\_

Number of Years Member of the Club \_\_\_\_\_

Previous Club Committee Experience \_\_\_\_\_  
(Not necessarily with the Taradale Club, may be any other Club)

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



Please provide a brief overview on what you would be able to offer the club if elected

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

Note: Candidates for all positions must have been a financial Member of the Club for a minimum of one (1) year or have been an Officer of another Club affiliated to Clubs NZ.

## **APPENDIX 4. NOTICES AND SIGNS**

### **1. GENERAL**

- 1.1 The following shall be displayed where they can be clearly seen by Members and guests utilising the Club's premises:
- (a) a copy of the Club's current Club Licence issued under the Sale and Supply of Alcohol Act and of the conditions of that Licence, and a current Renewal Certificate issued by the District Licensing Agency (if applicable);
  - (b) a copy of the Club's current On Licence (if applicable) issued under the Sale and Supply of Alcohol Act and of the conditions of that Licence, and a current Renewal Certificate issued by the District Licensing Agency (if applicable);
  - (c) a sign advising the name of the Operations Manager on duty, pursuant to the Sale and Supply of Alcohol Act;
  - (d) the Club's opening hours;
  - (e) the Club's operating policy; and
  - (f) the Club's policy in respect to sexual and /or racial harassment.

### **2. ENTRANCES**

- 2.1 A notice in the following form shall be displayed where it can be clearly seen by members and guests at every entrance to the Club's premises:

**IMPORTANT NOTICE  
TO  
ALL NON-MEMBERS**  
Welcome to the Taradale Club.  
Behaviour in this Club's premises is governed by the Club's Regulations and  
By-laws.  
While you are here, those Regulations and By-laws apply to you just as if you were  
a member of this Club.  
Your continued presence in the Club will be taken to be acceptance of this  
condition.  
A copy of the Regulations and By-laws is available for inspection from the  
Operations Manager.  
Please enjoy your time with us.

### **3. BAR AREA(S)**

- 3.1 The following shall be in each bar area:

- (a) a notice advising that sales of liquor pursuant to the Club's On-licence (if applicable) may only be made to Members of the Club;
- (b) a copy of the Club's Host Responsibility policy;
- (c) notices relating to the availability of food and low alcohol beverages;
- (d) information regarding assistance with or alternative forms of transport.

#### **4. CATERING OPERATIONS**

- 4.1 A copy of the Club's current certificate of registration by the relevant local authority pursuant to the Health (Registration of Premises) Regulations shall be displayed in a prominent location near the till in each of area of the Club's catering operations (e.g. restaurant and snack bar).
- 4.2 Pursuant to the Food Hygiene Regulations, a notice shall be conspicuously displayed in each of the Club's toilets and changing facilities, calling on workers to wash their hands thoroughly:
  - (a) before commencing and recommencing work; and
  - (b) before handling food, on any occasion after using the toilet.

#### **5. GAMING MACHINE AREA**

- 5.1 The following shall be displayed where they can be clearly seen by Members and guests entering and within the gaming machine area:
  - a) a notice that persons under the age of 18 years are not allowed to use gaming machines;
  - b) a copy of the Club's current licence to operate Gaming Machines issued pursuant to the Gaming Act;
  - c) a Club Harm Minimisation Poster indicating that the Club has a policy which is available for perusal by all members;
  - d) A copy of the Club's Harm Minimisation Policy (can be held in the office);
  - e) ClubCare Pamphlets about the odds of winning, signs of problem gambling and information on how to seek advice and assistance;
  - f) ClubCare Posters and helpline cards.

**Amended:**

At the Club's Annual General Meeting held 27 June 2021