

**CONSTITUTION
OF
ATHLETICS AUCKLAND INCORPORATED**

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Constitution of Athletics Auckland Incorporated

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.

Applicable Disputes Body means the relevant hearing body, committee or person authorised, delegated or appointed by Athletics New Zealand pursuant to the rules, regulations and policies of Athletics New Zealand, to hear and resolve Complaints referred pursuant to clauses 22.7(c) or 22.8.

Appointed Board Members means the Board Members appointed pursuant to clause 10.6.

Athletics means track and field, road running, race walking, cross-country running and mountain running as defined by Athletics New Zealand or World Athletics from time to time.

Athletics New Zealand means Athletics New Zealand Incorporated (216839).

Balance Date means 30 April in each calendar year, or the date the Board decides.

Board means the Centre's governing committee

Board Member means a member of the Board, including the President and Treasurer.

Bylaws means any bylaws, policies, regulations and codes of the Centre made under clause 20.

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

Centre means **Athletics Auckland Incorporated (221915)**

Chief Executive means the person in the highest-ranking management position with the Centre.

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.

Day means any day of the week (including Saturday, Sunday, and public holidays). Where an action is required to be done within a specified time (such as 40 Days) this means clear days, so it is to be calculated by excluding the date of notice (or other relevant action) and the date of the meeting (or other relevant activity).

Delegate means a person appointed as a delegate of a Club pursuant to clause 8.9.

Elected Board Members means the Board Members elected pursuant to clause 10.5.

General Manager means the person in the highest-ranking management position with the Centre unless a Chief Executive is employed.

General Meeting means an AGM or SGM of the Centre.

Honorary Life Member means a person elected as a life member of the Centre under clause 5.8.

Incorporated Societies Register means the register of incorporated societies established under the Act.

Interested has the meaning given in section 62 of the Act

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

Member means each person who for the time being is a member of the Centre and includes all classes of members described in clause 5.1.

Member Club means a group of individuals formed as a club or organisation to participate in, administer, promote or develop Athletics within the Region which has been approved as a Member.

Office Manager means the person in the highest-ranking management position with the Centre unless a Chief Executive or General Manager is employed.

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

Ordinary Resolution means a resolution passed by a majority of votes of those persons entitled to vote and voting on the question.

Patron means the person appointed by the Board in accordance with clause 15.

President means the person elected as president of the Centre from time to time in accordance with clause 10.5.

Region means the geographical area as determined by Athletics New Zealand to be the region represented by the Centre and within which the primary base of activities of the Centre is located and, as at the date of adoption of this Constitution, is the Auckland region.

Registrar means the Registrar of Incorporated Societies under the Act.

Safeguarding means a preventative approach to protection by minimising or eliminating harm to children, young people and vulnerable adults.

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 not less than a 75% majority of votes of those persons entitled to vote and voting on the question.

Treasurer means the person elected as treasurer of the Centre from time to time in accordance with clause 10.5.

1.2 **Interpretation:** In this Constitution:

- (a) a reference to a gender includes both genders;
- (b) the singular includes the plural and vice-versa;
- (c) unless expressly specified otherwise, a requirement in this Constitution to notify, or to give notice to, a person (including the Centre or Athletics New Zealand) or persons in this Constitution, means notice in writing delivered to that person or persons by any of the following means:
 - (i) by hand, including courier;
 - (ii) by email transmission;
 - (iii) by facsimile; or
 - (iv) by post;
- (d) any reference to legislation includes a modification or re-enactment of, legislation enacted in substitution of, or a regulation, order-in-council or other instrument from time to time issued or made under, that legislation;
- (e) any agreement includes that agreement as modified, supplemented, innovated or substituted from time to time;
- (f) any obligation not to do anything will include an obligation not to suffer, permit, or cause that thing to be done;
- (g) a reference to persons includes bodies corporate;
- (h) a reference to a person includes the legal personal representatives, successors and permitted assigns of that person; and
- (i) headings and the contents page are for reference only and are to be ignored in construing this Constitution.

2. Details of the Centre

- 2.1 **Name:** The name of the society is Athletics Auckland Incorporated.
- 2.2 **Status:** The Centre is the regional association for Athletics New Zealand and related activities in the Region and is bound by and must observe the rules of Athletics New Zealand.
- 2.3 **Contact person:** At its first meeting following an AGM, the Board must appoint or reappoint at least one, and a maximum of three, persons to be the contact person, subject to those persons meeting the eligibility criteria set out in the Act. The Board must advise the Registrar of Incorporated Societies of any change in the contact person or their Contact Details.

3. Purpose and powers

- 3.1 **Purpose:** The purposes of the Centre are to:
- (a) be a member of Athletics New Zealand for the Region.
 - (b) enable, assist and enhance the promotion, development and administration of Athletics within the Region in a manner that is consistent with the requirements of Athletics New Zealand, mainly as an amateur sport for the well-being, benefit and recreation of the general public;
 - (c) support and assist its Members to deliver Athletics in the Region;
 - (d) promote opportunities and facilities to enable, assist and enhance the participation, enjoyment and performance of Athletics in the Region.
 - (e) promote, develop and co-ordinate Athletics competitions in the Region;
 - (f) protect the integrity of the sport of Athletics in the Region by developing and enforcing standards of conduct, ethical behaviour and implementing good governance; and
 - (g) support the enforcement of the rules and regulations of Athletics New Zealand in the Region in respect of Members, including Safeguarding requirements, education, training and development of the Members, including athletes, officials, coaches, team managers and volunteers.
- 3.2 **Powers:** The Centre shall have the capacity and the rights, powers and privileges conferred by the Act, including all powers necessary for, or ancillary or incidental to, fulfilling its purposes.

4. Registered office

- 4.1 **Registered office:** The registered office of the Centre is such place as determined by the Board from time to time.

- 4.2 **Change of registered office:** The Board may determine to move the registered office of the Centre from time to time. The Board must inform the Registrar of this change within the time frame required by the Act.

5. **Members**

- 5.1 **Members:** The Members of the Centre are:
- (a) each paid-up affiliated Member Club;
 - (b) each paid-up individual of an affiliated Member Club; and
 - (c) Honorary Life Members of AAI.
- 5.2 **Application to become a Member Club:** Member Clubs must first apply to be members of Athletics New Zealand. Once approved by Athletics New Zealand, the Centre will be notified at which time the Centre, through the Board, may accept or decline an application for membership of the Centre in its absolute discretion within the timeframe specified in clause 5.5. A Member Club becomes a Member when its application has been accepted and it has paid the required affiliation fees and satisfied any other preconditions.
- 5.3 **Application to become a Member (other category):** An applicant for membership of the Centre under clause 5.1(b) must apply using the national membership system provided by Athletics New Zealand. Once approved by Athletics New Zealand, the Centre will be notified at which time the Centre, through the Board, may accept or decline an application for membership of the Centre in its absolute discretion within the timeframe specified in clause 5.5. An applicant pursuant to this clause becomes a Member when its application has been accepted and it has [paid the required affiliation fees and] satisfied any other preconditions.
- 5.4 **Member consent:** A person or entity consents to become a Member by submitting an application and paying relevant fees, unless otherwise specified in this Constitution.
- 5.5 **Acceptance:** Subject to clauses 5.2 and 5.3 as applicable, within 14 Days of an applicant applying to become a Member, the Board will determine the outcome of the membership application, at its sole discretion. If no refusal is communicated within this timeframe, the application is deemed to have been accepted. Where the application is refused, the fee will be refunded. The Board must advise the applicant of its decision.
- 5.6 **Renewal of membership:** Subject to clause 6, any Member Club and Individual must renew its membership in accordance with the regulations of Athletics New Zealand. Honorary Life members are exempt from the need to renew their membership.
- 5.7 **Membership entitlements not transferable:** A right, privilege or obligation, which a person or entity has by reason of being a Member is not capable of being transferred or assigned to another person or entity and terminates on cessation of that Member's membership.
- 5.8 **Honorary Life Members**

- (a) **Election:** Any person may be elected as an Honorary Life Member of the Society at an Annual General Meeting of the Society.
- (b) **Nomination:** Nomination of a person as an Honorary Life Member may be made only by the Board. The Board may not nominate more than one person for Honorary Life membership at each Annual General Meeting.
- (c) **Submission by Clubs:** Any Club wishing to submit a candidate for nomination by the Board must advise the Society in writing at least 30 days prior to the relevant Annual General Meeting.
- (d) **Application of Rules:** These Rules will apply with all necessary modifications to any Honorary Life Members. For the avoidance of doubt, no Honorary Life Member will be required to make any payment to the Society referred to in Rule 5.6.

5.9 Member rights and obligations: Each Member acknowledges and agrees that:

- (a) they are bound by, and will comply with, this Constitution and the Bylaws, as well as the rules, regulations and policies of Athletics New Zealand.
- (b) they are entitled to all rights and entitlements granted by this Constitution or as determined by the Board;
- (c) to receive, or continue to receive or exercise Member rights, they must meet all the Member requirements set out in this Constitution and the Bylaws or as otherwise set by the Board, including payment of any membership or other fees within the required time period;
- (d) they do not have any rights of ownership of, or the automatic right to use, the Centre's property; and
- (e) they will promote the interests and purposes of the Centre and must not do anything to bring the Centre into disrepute.

5.10 Member Clubs: In addition to the obligations as a Member under clause 5.9, each Member Club will:

- (a) maintain registration as an incorporated society under the Act, unless an exemption has been granted in accordance with the Athletics New Zealand constitution and regulations.
- (b) ensure its constitution is not inconsistent with this Constitution, provide the Centre with a copy of its constitution and all proposed amendments to it. The Board may require a Member Club to amend its constitution if it, or any proposed amendment, is inconsistent or in conflict with, this Constitution, or any Bylaws; and
- (c) maintain an up-to-date register of its members using the national membership system provided by Athletics New Zealand, which also provides the Centre with full access to that register, in compliance with privacy laws.

5.11 Member register: As per the Athletics NZ Membership and Database Regulations, the Board will keep an up-to-date Member register within the Athletics NZ Membership System, which includes each Member's name, Contact Details, the date

they became a Member and the date they cease to be a Member. Member Clubs must keep their details up to date within the Athletics NZ Membership System. In using the Athletics NZ Membership System, the Board will keep a record of those who have ceased to be a Member within the previous 7 years and the date on which they ceased to be a Member.

6. Suspension and termination of membership

- 6.1 **Suspension of Member:** If a Member is, or may be, in breach under clause 5.9 and the Board believes it is in the best interests of the Centre to do so, the Board may suspend the Member until final determination of the matter under clause 22. Before imposing any suspension, the Member and Athletics New Zealand must be given notice of the suspension.
- 6.2 **Suspension of Member rights:** Unless otherwise determined by the Board, while a Member is suspended, the Member is not entitled to attend, speak or vote at a General Meeting or to any other rights or entitlements of a Member and is not entitled to continue to hold office in any position within the Centre, until such time as the alleged breach is resolved or determined. However, whilst suspended, the Member continues to be bound by this Constitution.
- 6.3 **Termination by Board:** The Board may, by an Ordinary Resolution and written notice stating the reasons for arriving at their decision, terminate a Member's membership:

- (a) for breach of their obligations under clause 5.9; or
- (b) following the dispute resolution process set out in clause 22 or such other process set out or referred to in this Constitution.

Unless otherwise specified in such notice, termination is effective as of the date of the notice.

- 6.4 **Ceasing to be Member:** A Member ceases to be a Member:
- (a) except for Honorary Life Members, at the expiry of the term of the membership period;
 - (b) by giving notice to the Board of their withdrawal, with such resignation to be effective at the date such notice is received by the Board (unless a later date is specified in such notice);
 - (c) in the case of a Honorary Life Member, upon their passing; and
 - (d) in the case of a Member Club, upon removal from the Incorporated Societies Register.
- 6.5 **Consequences of ceasing to be a Member:** A Member who ceases to be a Member:
- (a) remains responsible to pay all their outstanding membership fees and other fees to the Centre;
 - (b) must return all the Centre's property;

- (c) continues to be bound by, and remains subject to, this Constitution, the Bylaws and the rules, regulations, procedures and policies of Athletics New Zealand with respect to such Member's activities that occurred during the term of their membership; and
- (d) ceases to be entitled to any rights of a Member.

7. Membership Fees

- 7.1 **Annual Fees:** The membership fees to the Centre shall be such amount as set by the Board from time to time and shall be payable in advance. Fees set by Athletics New Zealand and the relevant Member Club shall be added to the Centre membership fees and will be paid in one transaction.
- 7.2 **Other Fees:** The Board may determine that other fees are payable by Members from time to time.
- 7.3 **Membership period:** The membership of each Member Club shall:
 - (a) commence on:
 - (i) the commencement date as specified in any prescribed Athletics NZ membership form or regulation; or
 - (ii) if no commencement date is specified, then the date the Member Club's membership is accepted by the Centre; or
 - (iii) 1 April for any Member Clubs which renews their membership in accordance with clause 5.6; and
 - (b) unless the Member Club's membership is terminated earlier in accordance with clause 6, the Member Club's membership shall continue until:
 - (i) the end of membership date as specified in any prescribed Athletics NZ membership form or regulation; or
 - (ii) if no end date is specified, then 31 March (as it occurs within the twelve (12) month period following commencement of membership).

The fee shall be due and payable (on a pro rata basis where applicable) on the date of application. Renewals will fall on the date immediately following the date the Member's membership expires.

8. General Meetings

- 8.1 **AGM:** An AGM must be held once a year at the time, date and place as the Board decides, but not more than 6 months after each Balance Date of the Centre and not more than 15 months after the previous AGM.
- 8.2 **Notice of AGM:** The Members must be given at least 60 Days notice informing them of the date, time and place of the AGM.

- 8.3 **Notice of proposed motions:** Members must give notice of any proposed motions and other items of business to the Centre at least 30 Days before the date of the AGM.
- 8.4 **Notice of agenda:** Notice of the agenda containing the business to be discussed at the AGM can be sent via email or print media or posting on the Centre's website or social media account in an attempt to contact all members, Honorary Life Members or 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 unanimously to discuss and vote on any other items.
- 8.5 **Business of AGM:** The following business will be discussed at the AGM:
- (a) confirmation of the minutes of the previous AGM;
 - (b) the Board's presentation of the following information during the most recently completed accounting period:
 - (i) the annual report;
 - (ii) the annual financial statements;
 - (iii) where required by the Act or where the Centre elects to do so, the auditor's/reviewer's report, whereby a qualified auditor/reviewer has audited/reviewed the annual financial statements.
 - (iv) notice of any disclosures of conflicts of interest made by Board Members (including a brief summary of the matters, or types of matters, to which those disclosures relate);
 - (c) the auditor's/reviewer's appointment;
 - (d) the election of two Board Members, and the President and the Treasurer, as provided for in clause 10.5.
 - (e) appointing a patron under Rule 15 (if any).
 - (f) present merit awards under Rule 9 (if any).
 - (g) present Honorary Officers (if any).
 - (h) consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM;
 - (i) consideration of any other items of business that have been properly submitted for consideration at the AGM.
- 8.6 **SGM:** The Board must call a SGM if determined by a majority of the Board Members or if it receives a written request stating the purpose of the SGM from 8 delegates.
- 8.7 **Notice of SGM:** Members must be given at least 14 Days notice of the SGM, unless the Board, in its discretion, decides that the nature of the SGM business is of such urgency that a shorter period of notice is to be given to Members. A SGM may only consider and deal with the business specified in the request for the SGM.

- 8.8 **Method of holding meeting:** A General Meeting may be held by a quorum of people being assembled at the time and place appointed by the Board or by means of audio link, audio-visual link or any other form of communication approved by the Board.
- 8.9 **Delegates:** Each Member Club shall appoint only one Delegate to represent it at General Meetings at its cost, as follows:
- (a) Each affiliated member club is entitled to one vote.
 - (b) Each Delegate must be a member of the Member Club that elects or appoints them;
 - (c) No person may be a Delegate for more than one Member Club;
 - (d) The following persons are not entitled to be a Delegate at a General Meeting:
 - (i) any person under the age of 16;
 - (ii) any Centre employees.
 - (e) Each Member Club is required to provide to the Board in writing, by a date and time determined by the Board prior to the commencement of each General Meeting, the name of the chosen Delegate.
 - (f) A Delegate can also be appointed as a proxy in accordance with clause 8.18.
- 8.10 **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 12 Delegates of Member Clubs who are entitled to vote, in person, by proxy, or through audio, audio visual link or other electronic communication. A quorum must always be present during the General Meeting.
- 8.11 **No quorum at AGM:** If a quorum is not met within 30 minutes of the AGM's scheduled start time, the AGM is adjourned to a day, time and place set by the Chair of the AGM (which date may not be less than six nor more than 30 days after the date of the AGM). Notice of the day, time and place for the adjourned AGM must be given to all Members as soon as reasonably possible after the original scheduled AGM. If no quorum is met at the further AGM, the Members present, in person or through audio, audio visual link or other electronic communication, 15 minutes after the further AGM's scheduled start time, are deemed to constitute a valid quorum.
- 8.12 **No quorum at SGM:** If a quorum is not met within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled.
- 8.13 **Control of General Meetings:** The person elected pursuant to clause 10.3 chairs General Meetings. If that person is unavailable, a Board Member (appointed by the Board) will preside. In the absence of both of those persons, the Members present will elect a person to chair the General Meeting.
- 8.14 **Omissions and irregularities:** The General Meeting and its business will not be invalidated by:
- (a) one or more Members not receiving notice of the meeting;
 - (b) notice not being given within the required time frame; or

- (c) an accidental irregularity, error or omission in the notices, agendas or papers of the meeting or notice.
- 8.15 **Attendance:** Members and any other persons invited by the Board are eligible to attend and speak at General Meetings.
- 8.16 **Voting Entitlements:** Each Member Club (through their Delegate) is entitled to exercise a vote at a General Meeting (in person or by proxy) on the basis of one vote per delegate.
- 8.17 **Voting by electronic means:** Voting by electronic means is permitted.
- 8.18 **Voting by proxy:** Proxy voting is permitted. The chair of the General Meeting must receive notice of the proxy signed by the Member Club (or the Member Club Delegate if applicable) prior to the start of the meeting. The form of the proxy notice is: *I [insert name] of [insert address] being a Delegate of [Member Club Name] and member of the Centre appoint [insert name of proxy] as my proxy to speak [and vote] for [Member Club Name] at the General Meeting to be held on [insert date] and at any adjournment of that General Meeting. I direct my proxy to vote in the following manner [insert resolutions and whether the proxy is to vote for or against].*
- 8.19 **Conduct of voting:** Voting is conducted by a show of hands, or an equivalent electronic process, of those Members eligible to vote (and including votes cast by post or electronic means where permitted by the Board), unless a secret ballot is called for and approved by the chair as required under this Constitution.
- 8.20 **Minutes:** Minutes must be kept of all General Meetings.
- 8.21 **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.

9. Merit Awards

- 9.1 **Award:** A merit award (in the form of a badge or other reward) may be awarded to any person or persons as recognition for services to athletics, by majority vote by the Board.
- 9.2 **Nomination:** Nominations of persons for a merit award may be made by any member by notice in writing to the Board not less than 45 days before the date of the relevant Annual General Meeting.
- 9.3 **Recommendation by Board:** A merit award may be awarded to no more than three persons at the Annual General Meeting.

10. Board

- 10.1 **Functions and powers:** Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution, the Board must manage, direct or supervise the operation and affairs of the Centre and has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of the Centre. The Board may allocate amongst the Board Members, specific roles or functions.

10.2 **Composition:** The Board consists of the President, the Treasurer and:

- (a) up to four persons elected at the AGM under clause 10.5;
- (b) the person appointed as a convenor of each of the Sections, as appointed under clause 10.6.
- (c) up to four co-opted Board members appointed under clause 10.6.

A majority of the Board must be Members or representatives of bodies corporate that are Members.

10.3 **Role of Chair:** The Chair will:

- (a) preside over AGMs and SGMs and meetings of the Board;
- (b) provide an annual report on the operations of the Centre to present to the Members at the AGM outlining the Centre's activities since the previous AGM;
- (c) ensure the affairs of the Centre are properly conducted;
- (d) undertake activities to promote the Centre, good relations and communications between Members and the reputation and best interests of the Centre;
- (e) attend to such other duties as reasonably required by the Board; and
- (f) comply with this Constitution and the Bylaws.

10.4 **Role of Treasurer:** The Treasurer (or delegated person) will:

- (a) receive all money paid to or received by the Centre and pay all accounts approved by the Board. The Board may delegate levels of payment to the Treasurer by written authority;
- (b) invest all funds of the Centre in the manner directed by the Board;
- (c) keep the Centre's financial accounts, ensure that financial statements are prepared and reviewed, submit financial statements at the AGM and undertake other tasks required by the Board; and
- (d) comply with this Constitution and the Bylaws.

10.5 **Election of Board Members:** Board Members are elected as follows:

- (a) the Board must call for nominations for any Elected Board Member positions that are to be vacated at an AGM at least 60 Days before the AGM;
- (b) nominations are made in the form decided by the Board and must be received by the date set by the Board and if no date is set, at least 30 Days before the AGM;
- (c) the Board must give notice of the nominations to all Members in the notice of the AGM agenda provided under clause 8.4;
- (d) at the AGM, if there are more nominees than number of positions available, the election is by secret ballot, unless otherwise decided by the chair of the General Meeting and approved by a Special Resolution. If a secret ballot is

held, two scrutineers must be appointed at the General Meeting to count the votes;

- (e) those nominees who have the highest number of votes in their favour to fit the number of vacant positions are declared elected;
- (f) if the number of votes for one or more nominees is equal to another nominee, a further vote will be held between the tied nominees;
- (g) if there is only one nominee for a vacant position, a vote will be held to confirm the nominee's election;
- (h) if no written nominations have been received in accordance with 9.6(b) above, nominations may be taken from the floor and a vote held to confirm any nominee's election; and
- (i) if a position remains unfilled following the AGM, the Board may appoint a person of their choice to fill the position.

10.6 Appointed (co-opted) Board Members: The Appointed (co-opted) Board Members will be appointed by the Chair and the Elected Board Members following their election under Rule 10.5. An Appointed Board Member may be appointed by the Board on such terms and conditions and for such period of time as is specified in the appointment, but no appointment may be made for a term expiring later than the Annual General Meeting next following the appointment.

10.7 Qualification: Every Board Member must, in writing:

- (a) consent to be a Board Member;
- (b) certify that they are not disqualified from being elected, appointed or holding office as a Board Member by this Constitution or under section 47 of the Act; and
- (c) abide by the Board Member Code of Conduct.

10.8 Disqualification: The following persons are disqualified from holding office as a Board Member.

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

If an existing Board Member becomes or holds any position in 10.8(a) above then upon appointment to such a position, they are deemed to have vacated their office as a Board Member. If any of the circumstances contemplated in 10.8(b) or 10.8(c) above occur to an existing Board Member, they are deemed to have vacated their office upon the relevant authority making an order or finding against them of any of those circumstances.

- 10.9 **Term of office:** The term of office for all Board Members is two year(s), expiring at the end of the relevant AGM. A Board Member may be re-elected or reappointed to the Board.
- 10.10 **Appointed Board Member vacancy:** If a Casual Vacancy of an Appointed Board Member arises, the remaining Board Members may or may not appoint a person of their choice to fill the Casual Vacancy.
- A person appointed to fill a Casual Vacancy of an Appointed Board Member continues until the expiry of the term of the person they replace.
- 10.11 **Elected Board Member vacancy:** If a Casual Vacancy of an Elected Board Member arises, the remaining Board Members may or may not:
- (a) appoint a person of their choice to fill the Casual Vacancy until the expiry of the term of the person they replace;
 - (b) appoint a person of their choice to fill the Casual Vacancy only until the next AGM, at which a person is elected to fill the remainder of the term of the Casual Vacancy; or
 - (c) leave the Casual Vacancy unfilled until the next AGM, at which a person is elected to fill the remainder of the term of the Casual Vacancy.
- 10.12 **Suspension of Board Member:** If any Board Member is or may be the subject of an allegation, notice or charge described in the clause headed “**Disqualification**” (clause 10.8) or any circumstances arise in relation to a Board Member which are or may be of concern to the Board, the other Board Members may by Special Resolution suspend the Board Member in question from the Board and set conditions it requires pending the final determination of the allegation, notice, charge or circumstances. Before imposing any suspension, the Board Member must be given notice of the suspension.
- 10.13 **Removal of Board Member:**
- (a) The Board may, by Special Resolution, remove any Board Member from the Board before the expiry of their term of office if the Board considers the Board Member concerned:
 - (i) has seriously breached duties under this Constitution or the Act; or
 - (ii) is no longer a suitable person to be a Board Member; or
 - (iii) is involved with, interested in, or otherwise closely connected to a person or activity which has or may bring the Centre or Athletics into disrepute or which may be prejudicial to the purposes or the interests of the Centre and/or Athletics if they remain as a Board Member.
 - (b) The Board Member who is the subject of the motion is counted for the purpose of reaching a quorum but will not participate in the vote on the motion.
 - (c) Before considering a motion for removal, the Board Member who is the subject of the motion must be given:

- (i) notice that a Board meeting is to be held to discuss the motion to remove the Board Member;
- (ii) adequate time to prepare a response;
- (iii) the opportunity prior to the Board meeting to make written submissions; and
- (iv) the opportunity to be heard at the Board meeting.

10.14 Board Member ceasing to hold office: A Board Member will be deemed to have vacated office and a casual vacancy to have occurred if that Board Member:

- (a) dies; or;
- (b) is absent from two consecutive meetings of the Board without special leave of absence granted by the chairperson of the Board; or;
- (c) becomes incapable of fully performing the duties of his or her office or the subject of an order under sections 11 or 12 of the Protection of Personal and Property Rights Act 1988; or;
- (d) the person is removed from office under this Constitution;
- (e) has wilfully and without reasonable justification or excuse acted in a manner which is contrary to the Society's objects or any of them; or;
- (f) has been convicted of a criminal offence which is punishable by imprisonment; or;
- (g) has acted in a manner which the Society in General Meeting or the Board considers has brought him or her into disrepute; or;
- (h) the person becomes disqualified from being an officer under section 47(3) of the Act; or
- (i) resigns by notice in writing to the Board.

11. Board meetings

- 11.1 Calling meetings:** Board meetings may be called at any time by the Chair or by a majority of Board Members, but generally the Board meets monthly.
- 11.2 Meeting procedure:** Except to the extent specified in the Act or this Constitution, the Board may regulate its own procedure.
- 11.3 Quorum:** The quorum for a Board meeting is five Board Members. Any Board Member may be counted for the purposes of a quorum, participate in any Board meeting and vote on any proposed resolution at a Board meeting without being physically present. This may only occur at Board meetings by audio or audio-visual link or other electronic communication provided that all persons participating in the Board meeting can hear each other effectively and simultaneously.
- 11.4** At its first meeting following an AGM, the President chairs the first Board meeting after the AGM and calls for nominations for the Chair. The Chair is elected by

majority of the Board Members. The role of the Chair is to chair meetings of the Board. If the Chair is unavailable, another nominated Board Member must be appointed by the Board to undertake the Chair's role during the period of unavailability.

- 11.5 **Voting:** Each Board Member has one vote. Voting is by voices or on request of any Board Member by a show of hands or by a ballot. Proxy and postal votes are not permitted. Voting by electronic means is permitted. If there is an equality of votes, the Chair does have a casting vote.
- 11.6 **Resolution in writing:** A resolution in writing signed or consented to by email or other electronic means by a majority of Board Members is valid as if it had been passed at a Board meeting. Any resolution may consist of several documents in the same form each signed by one or more Board Members.

12. **Officer's Duties**

12.1 **Duties:** An Officer:

- (a) when exercising powers or performing duties as an Officer, must act in good faith and in what the Officer believes to be the best interests of the Centre;
- (b) must exercise a power as an Officer for a proper purpose;
- (c) must not act, or agree to the Centre 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 Centre, 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 Centre being carried on in a manner likely to create a substantial risk of serious loss to the Centre's creditors or cause or allow the activities of the Centre to be carried on in a manner likely to create a substantial risk of serious loss to the Centre's creditors;
- (f) must not agree to the Centre incurring an obligation unless the Officer believes at that time on reasonable grounds that the Centre will be able to perform the obligation when it is required to do so; and
- (g) when exercising powers or performing duties as an Officer, may rely on reports, statements, and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:
 - (i) an employee whom the Officer believes on reasonable grounds to be reliable and competent in relation to the matters concerned;
 - (ii) a professional adviser or expert in relation to matters that the officer believes on reasonable grounds to be within the person's professional or expert competence; or

- (iii) any other Officer or subcommittee of Officers on which the Officer did not serve in relation to matters within the Officer's or subcommittee's designated authority, if the Officer, acts in good faith, makes proper inquiry where the need for inquiry is indicated by the circumstances, and has no knowledge that the reliance is unwarranted; and
- (h) must comply with this Constitution and the Bylaws.

13. Conflicts of Interests

- 13.1 **Register of interests:** The Board must keep a register of interest disclosures made by Officers. The Board must present a summary at each AGM of the nature and extent of any disclosures recorded during the year (such summary does not need to disclose the identity of the Interested party nor the details of the interest disclosed).
- 13.2 **Duty to disclose interest:** An Officer who is Interested in a Matter being considered by or affecting the Centre must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Board and include in the interests register, as soon as practicable after the Officer becomes aware that they are Interested in the Matter.
- 13.3 **Consequences of being Interested:** A Board Member who is Interested in a Matter:
 - (a) must not vote or take part in a decision of the Board relating to the Matter, unless all non-interested Board Members consent;
 - (b) must not be part of a sub-committee of the Board that has been delegated to report back to the Board;
 - (c) must not sign any document relating to the entry into a transaction or the initiation of the Matter, unless all non-interested Board Members consent;
 - (d) must not take part in any Board discussion relating to the Matter or be present at the time of the Board decision, unless all non-interested Board Members consent; but
 - (e) may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.
- 13.4 **Calling of SGM:** Despite clause 13.3, if a majority of Board Members are Interested in a Matter, an SGM must be called to consider and determine the Matter.
- 13.5 **Notice of failure to comply:** The Board must notify Members of a failure to comply with section 63 or 64 of the Act, and of any transactions affected, as soon as practicable after becoming aware of the failure.

14. Subcommittees

- 14.1 **Appointment:** The Board may appoint subcommittees for such purposes as it thinks fit. Subcommittees will consist of such persons as determined by the Board or, where authorised by the Board, the chair of the subcommittee.

14.2 **Procedure:** Unless otherwise resolved by the Board:

- (a) meetings of a subcommittee may be held in person or by teleconference or by audio or electronic communications or other means by which those participating may hear each other simultaneously;
- (b) the quorum of every subcommittee shall one less than the total number of the subcommittee;
- (c) the subcommittee shall have power to co-opt additional members to the extent the subcommittee resolves that it is necessary to fulfil the applicable purpose of the subcommittee's formation;
- (d) no subcommittee shall have the authority to commit the Centre to any obligation or financial expenditure without express written authority from the Board; and
- (e) no subcommittee may delegate any of its powers or responsibilities.

14.3 **Recommendation in writing:** The sub-committee will report back to the Board with its recommendation and any supporting information.

15. **Patrons**

- 15.1 A person may be invited by a majority of the Board to be a Patron to show their support for the Centre and to help establish or maintain public credibility of the Centre. The Patron must accept their appointment by the Board and may attend Board meetings.
- 15.2 A Patron is entitled to attend and speak at General Meetings but has no right to vote unless is a club delegate.

16. **Chief Executive/General Manager/Office Manager**

- 16.1 **Role of Chief Executive/General Manager/Office Manager:** A Board may engage a Chief Executive/General Manager/Office Manager. The Chief Executive/General Manager/Office Manager is under the direction of the Board and is responsible for the day-to-day management of the affairs of the Centre under this Constitution and the Bylaws and within any delegated authority from the Board.
- 16.2 **Board involvement:** The Chief Executive/General Manager/Office Manager may attend Board meetings on and when required by the Board but has no voting rights.

17. **Finances**

- 17.1 **Control and management of finances:** The funds and property of the Centre are controlled, invested and disposed of by the Board, subject to this Constitution and devoted solely to the promotion of the purposes of the Centre set out in clause 3.
- 17.2 **Balance date:** The Centre's balance date is 30 April or on the date as the Board decides.

- 17.3 **Financial reporting:** The Board shall ensure that annual financial statements are prepared and registered in accordance with the Act and all other regulatory requirements.
- 17.4 **Audit or Review of financial statements:** The Centre's financial statements must be audited or reviewed each year, and the audited or reviewed financial statements must be submitted to the AGM. The auditor or reviewer will be appointed by the Board.
- 17.5 **Annual Return:** The Board shall ensure that an annual return is filed with the Registrar for registration within 6 months of the Balance Date and contain the prescribed information in accordance with the regulations prescribed pursuant to the Act.
- 17.6 **No personal benefit:** The Officers and Members may not receive any distributions of profit or income from the Centre. This does not prevent Officers or Members:
- (a) receiving reimbursement of actual and reasonable expenses incurred, or
 - (b) entering into any transactions with the Centre 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 Centre in respect of payments or transactions between it and them, their direct family or any associated entity.

18. **Indemnity and insurance**

- 18.1 **Indemnity for liability:** The Centre shall indemnify each Board Member and may indemnify its employees in respect of:
- (a) liability to any person other than the Centre for any act or omission in their capacity as a Board Member or employee, not being criminal liability or a liability that arises out of a failure to act in good faith and in what the Board Member or employee believes is the best interests of the Centre when acting in the capacity as a Board Member or employee; and
 - (b) costs incurred by that Board Member or employee in defending or settling any claim or proceeding relating to any such liability.
- 18.2 **Indemnity for costs**
- The Centre shall indemnify each Board Member and may indemnify its employees for any costs incurred by any of them in defending or settling any proceeding:
- (a) that relates to the liability for any act or omission in their capacity as a Board Member or employee of the Centre, not being criminal liability or a liability that arises out of a failure to act in good faith and in what the Board Member or employee believes is the best interests of the Centre when acting in the capacity as a Board Member or employee; and
 - (b) where judgment is given in their favour, or where they are acquitted, or is discontinued.

- 18.3 **Insurance:** With the prior approval of its Board, the Centre may effect insurance for its current and former Officers, Members and employees as permitted by section 97 of the Act.

19. Amendments

- 19.1 **Amendments:** This Constitution may only be amended or replaced by an Ordinary Resolution of Members at a General Meeting in accordance with the rules of the General Meeting as detailed under Rule 8.
- 19.2 **No amendment:** No addition to, deletion from or alteration of this Constitution may be made which would allow personal pecuniary profits to any individuals.
- 19.3 **Minor effect or technical alteration:** If an amendment to this Constitution would have no more than a minor effect or is to correct errors or makes similar technical alterations, then the Board may give notice of the amendment to every Member stating the text of the amendment and the right of Members to object to the amendment. If the Board does not receive any objections from Members within 30 Days after the date on which the notice is sent, or any longer period of time that the Board decides, then the Board may make that amendment. If it does receive an objection, then the Board may not make the amendment.

20. Bylaws and Integrity

- 20.1 **Bylaws:** The Board may make and amend Bylaws for the conduct and control of the Centre's activities and codes of conduct applicable to Members. Any Bylaw must be consistent with this Constitution, the purposes of the Centre, the constitution of Athletics New Zealand, the Act and any other laws. All Bylaws are binding on the Centre, Committee Members, other Officers and the Members. The making, amendment, revocation, or replacement of a Bylaw is not an amendment of this Constitution. A copy of the Bylaws for the time being, shall be available for inspection at the registered office of the Centre by any Member during ordinary business hours.

21. Notices

- 21.1 **Notices:** A notice may be given by the Centre to any Member either personally, by posting on the Centre's website or social media account, or by sending it to the Member at the address supplied by the Member (including by email or other electronic communication).

22. Dispute resolution

- 22.1 **Definitions:** In this clause 22:

- (a) **Dispute** means a disagreement or conflict between and among any one or more Members, any one or more Officers and the Centre, that relates to an allegation that:

- (i) a Member or an Officer or the Centre has engaged in misconduct; or
 - (ii) a Member or an Officer has breached, or is likely to breach, a duty under this Constitution or the Act; or
 - (iii) 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 22.4 to 22.13;
 - (c) a **Member** is a reference to a Member acting in their capacity as a Member; and
 - (d) an **Officer** is a reference to a Committee Member or other Officer acting in their capacity as an Officer.
- 22.2 **Application of other legislation to a Dispute:** The Disputes Procedure will have no effect to the extent that it contravenes, or is inconsistent with, any law applicable to the Centre.
- 22.3 **Application of other procedures under this Constitution or in a Bylaw:** If the Dispute is dealt with by a separate procedure under this Constitution or in a Bylaw (**Other Procedure**), that Other Procedure applies to the exclusion of the Disputes Procedure. If any part of the Other Procedure is inconsistent with the rules of natural justice, that part will not apply, but the remainder of the Other Procedure will continue to apply together with adjustments as determined by the Board in its sole discretion so that the Other Procedure is consistent with the rules of natural justice.
- 22.4 **Raising a complaint:**
- (a) A Member or an Officer may start the Disputes Procedure by giving written notice (a **Complaint**) to the Board setting out:
 - (i) that the Member or Officer is starting a Dispute Procedure;
 - (ii) the allegation to which the Dispute relates and who the allegation is against; and
 - (iii) any other information reasonably required by the Centre.
 - (b) The Centre may make a Complaint involving an allegation against a Member or an Officer by giving written notice to the person concerned setting out:
 - (i) that the Centre is starting a Dispute Procedure; and
 - (ii) 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.
- 22.5 **Investigating and determining Disputes:** The Board must as soon as is reasonably practicable after receiving or becoming aware of a Complaint, ensure the Dispute is investigated and determined, or referred pursuant to clause 22.7. Disputes must be

dealt with in a fair, efficient, and effective manner. The Board will promptly notify Athletics New Zealand in writing upon receipt of any Complaint.

22.6 Decision to not proceed with a matter: Despite the contents of the Disputes Procedure, the Board may decide not to proceed with a Complaint 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
- (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.

22.7 Referral of Complaints: Subject to clause 22.8, the Board may refer a Complaint to:

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

22.8 Mandatory Referrals of Complaints: The Board must refer a Complaint to the Applicable Disputes Body where the Dispute relates to a breach of the rules, regulations and policies of Athletics New Zealand, including its code of conduct.

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

22.10 Bias: A person may not act as a decision maker in relation to a Complaint if two or more members of the Board or 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.

22.11 Complainant's right to be heard:

- (a) The Member or Officer making the Complaint has a right to be heard before the Complaint is resolved or any outcome is determined.
- (b) If the Centre makes a Complaint, the Centre has a right to be heard before the Complaint is resolved or any outcome is determined, and an Officer may exercise that right on behalf of the Centre.
- (c) A Member or Officer or the Centre must be taken to have been given the right to be heard if:
 - (i) they have 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 Board, Hearing Body or other decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
 - (iii) an oral hearing (if any) is held before the Board, Hearing Body or other decision maker; and
 - (iv) the Member's or Officer's or the Centre's written statement or submission, if any, are considered by the Board, Hearing Body or other decision maker.

22.12 Respondent's right to be heard:

- (a) This clause 22.12 applies if a complaint involves an allegation that a Member, an Officer, or the Centre (**Respondent**):
 - (i) has engaged in misconduct; or
 - (ii) has breached, or is likely to breach, a duty under the Constitution, Bylaws or the Act; or
 - (iii) has damaged the rights or interests of a Member or the rights or interests of Members generally.
- (b) The Respondent has a right to be heard before the Complaint is resolved or any outcome is determined.
- (c) If the Respondent is the Centre, an Officer may exercise the right on behalf of the Centre.
- (d) A Respondent must be taken to have been given the right to be heard if:
 - (i) 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
 - (ii) the Respondent has a reasonable opportunity to be heard in writing or at an oral hearing, if one is to be held; and
 - (iii) an oral hearing is held if the Board, Hearing Body or other decision maker considers that an oral hearing is needed to ensure an adequate hearing; and

- (iv) an oral hearing (if any) is held before the Board, Hearing Body or other decision maker; and
- (v) the Respondent's written statement or submissions, if any, are considered by the Board, Hearing Body or other decision maker.

22.13 **Appeals:** Subject to law, there is no right of appeal or right of review of a decision unless specified.

23. No financial gain

23.1 **No financial gain:** Without limiting section 24 of the Act, no financial gain shall be made from the Centre by any of its Members, except that:

- (a) any Member may receive full reimbursement for reasonable expenses legitimately incurred by that Member in connection with the affairs of the Centre;
- (b) the Centre may pay reasonable and proper remuneration to any Board Member or employee of the Centre in return for services actually rendered to the Centre;
- (c) any Member may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by the Member or by any firm or entity that the Member is a member, employee or associate in connection with the affairs of the Centre; and
- (d) any Member may retain any remuneration properly payable to that Member by any company or undertaking with which the Centre may be in any way concerned or involved for which that Member has acted in any capacity whatever, notwithstanding that that Member's connection with that company or undertaking is in any way attributable to that Member's connection with the Centre.

24. Liquidation and removal

24.1 **Decision to liquidate or remove from register:** At a General Meeting, the Members may, by a Special Resolution, resolve to:

- (a) appoint a liquidator;
- (b) request that the Registrar remove the Centre from the Register of Incorporated Societies pursuant to section 175 of the Act,

and that decision shall be effective from the date of that resolution (or such later date specified in that resolution).

24.2 **Notice:** The Board must give notice in accordance with section 228 of the Act to all Members at least 30 Days prior to the General Meeting at which a resolution under clause 24.1 is to be considered.

24.3 **Surplus assets:** In the event of the liquidation of the Centre or its proposed removal from the Incorporated Societies Register, any surplus assets of the Centre, after the

settlement of all liabilities, must be distributed to Member Clubs or any other not-for-profit entity that shares similar purposes to the Centre.

25. Matters not provided for

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

26. Transition

- 26.1 **Transition:** This clause 26 applies to facilitate transition of the Centre from the previous constitution to this Constitution. If this clause is inconsistent with any other clause in this Constitution, this clause applies to the extent of the inconsistency and the other clause will not.
- 26.2 **Power of Board during transition period:** Subject to the Act, the Board may amend any requirement for and/or the date by which this Constitution requires anything to be done. This clause applies for 9 months and is solely to enable flexibility in the transition of the Centre from the previous constitution to this Constitution and to correct any unintended consequences occurring through different wording being used.
- 26.3 **Transition of Board Members:**
- (a) The two elected Board Members at the AGM where the constitution is adopted will have a two-year term.
 - (b) The two elected Board Members not up for re-election will have a one-year term through to the following AGM.