



CONSTITUTION
OF
BEACHLANDS MARAETAI ASSOCIATION FOOTBALL CLUB INCORPORATED

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CONTENTS

1.	DEFINITIONS AND INTERPRETATION	2
2.	CLUB DETAILS	4
3.	PURPOSE AND POWERS	4
4.	MEMBERS	6
5.	GENERAL MEETINGS	9
6.	COMMITTEE	11
7.	COMMITTEE MEETINGS	14
8.	OFFICERS' DUTIES	14
9.	INTERESTS	15
10.	PATRONS	16
11.	FINANCES	16
12.	AMENDMENTS	17
13.	BYLAWS	17
14.	DISPUTE RESOLUTION	17
15.	LIQUIDATION AND REMOVAL	17
16.	LIABILITY	18
17.	MATTERS NOT PROVIDED FOR	18
18.	CONFLICT WITH FOOTBALL FEDERATIONS RULES	18
19.	TRANSITION	18

1. DEFINITIONS AND INTERPRETATION

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

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

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

Bylaws means any bylaws, policies, regulations and codes of the Club made under clause 13.

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

Club Captain is the person elected or appointed as the Club's captain pursuant clause 6.2 or 6.11 (respectively) and whose role is defined in clause 6.6.

Club is defined in clause 2.1.

Club Email Address is the email address indicated as such on the Club website.

Committee means the Club's governing body.

Committee Member means a member of the Committee.

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

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

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

Football Federations means all federations, such as New Zealand Football and its regional federation (Northern Region Football), of which the Club must be a member to achieve its purposes.

Football means all forms of the sport referred to as association football.

General Meeting means an AGM or SGM of the Club.

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 Club and includes all classes of members described in clause 4.3.

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

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

President is the person elected or appointed as the Club's president pursuant clause 6.2 or 6.11 (respectively) and whose role is defined in clause 6.3.

Secretary is the person elected or appointed as the Club's secretary pursuant clause 6.2 or 6.11 (respectively) and whose role is defined in clause 6.4.

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

Special Resolution means a resolution passed by a 75% majority of votes cast.

Treasurer is the person elected or appointed as the Club's treasurer pursuant clause 6.2 or 6.11 (respectively) and whose role is defined in clause 6.5.

Working Day has the meaning given to that term under the Legislation Act 2019 and excludes the day observed as the anniversary in Auckland.

1.2 **Interpretation:** Unless the context otherwise requires:

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

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

- (1) a Member:
 - (i) if emailed to the Member to the email address set out in their Contact Details; OR
 - (ii) if sent to the Member to the address set out in their Contact Details; OR
 - (iii) if delivered by hand to the Member.
- (2) the Club if sent by email to the Club Email Address.

If the notice or the other communication to be given to the Club is required to be sent in hard copy, then (a) a hard copy of this notice or of this other communication must be given by post to the Club's Registered office set out on the Incorporated Societies Register AND (b) a digital copy of

this notice or of this other communication must be attached to an email sent to the Club Email Address.

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

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

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

1.5 **Digital form:** Subject to the limitations contained in the Act or otherwise provided for to the contrary in this Constitution, any record, register, notice, resolution, minutes or other document referred to in this Constitution may be issued and kept in digital form only.

2. CLUB DETAILS

2.1 **Name:** The name of the society is Beachlands Maraetai Association Football Club Incorporated (in this Constitution the **Club**), sometimes casually referred to as BMAFC.

2.2 **Club colours and monogram:** The Club colours are Royal Blue and White. The monograms and badges feature the Club colours and are otherwise determined by the Committee.

2.3 **Charitable status:** The Club may register as a charitable entity under the Charities Act 2005 upon a decision to be taken at the sole discretion of the Committee.

2.4 **Registered office:** The registered office of the Club is at the place the Committee decides and is available at the Incorporated Societies Register.

2.5 **Contact person:** At its first Committee meeting following an AGM, the Committee must appoint or reappoint at least one, and a maximum of three, persons to be the contact person(s), subject to those persons meeting the eligibility criteria set out in the Act.

The contact persons may be contacted by email sent to the Club Email Address.

If the Committee fails to appoint one or more contact persons, the contact persons of the Club will be the President, the Secretary and the Treasurer.

The Committee must advise the Registrar of Incorporated Societies of any change in the contact person or their Contact Details.

2.6 **Signing of documents:** A document shall be executed on behalf of the Club if it is signed by the President and at least one other Committee Member.

3. PURPOSE AND POWERS

3.1 **Purpose:** The purposes of the Club or, if the Club has registered as a charitable entity under the Charities Act 2005, the charitable purposes of the Club are to:

- (a) be a member of the Football Federations;
- (b) promote, develop, foster and administer Football, mainly as an amateur sport for the well-being, benefit and recreation of the general public in New Zealand/Aotearoa (in general) and in the Beachlands, Maraetai and Pohutukawa Coast area (in particular);
- (c) promote opportunities and facilities to enable, assist and enhance the participation, enjoyment, and performance of Football;
- (d) encourage and play the game of amateur Football in a manner calculated to promote a sociable and amicable spirit amongst the Members of the Club;
- (e) lead, promote and enable Diversity, Equity and Inclusion across the whole Club including governance of the Club and participation in Football;
- (f) promote, develop and co-ordinate Football competitions;
- (g) protect the integrity of Football and the Club by developing and enforcing standards of conduct, ethical behaviour and implementing good governance, all pursuant to the guidelines set out by the Football Federations; and
- (h) support the development of Members, including the relevant training, education and development of the Members, including officials, coaches, team managers and volunteers.

3.2 **No pecuniary gain:** Pecuniary gain shall never be a purpose of the Club, and the Club shall not be carried on for the financial gain of any of its Members.

3.3 **Capacity and powers (general):** The Club has, both within and outside New Zealand, full capacity, rights, powers and privileges to carry on or undertake any activity, do any act, or enter into any transaction, subject to this Constitution, the Act, any other legislation (including the Charities Act 2005 if the Club is registered as a charitable entity under the Charities Act 2005), and the general law.

3.4 **Capacity and powers (specific):** Without prejudice to the capacity and powers defined in clause 3.3, the Club shall have the power:

- (a) to acquire real property and goods as may be necessary to conduct its business;
- (b) to sell or otherwise dispose of such property and so to let or lease such property or goods as it sees fit;
- (c) to raise funds in a manner which the Committee shall determine for the purpose of carrying out the objectives of the Club, it being understood:
 - (i) that the Committee shall have the power to borrow money to a maximum of \$2,000 (two thousand dollars) in one financial year;
 - (ii) that the Club may borrow money in excess of \$2,000 (two thousand dollars) if a Special General Meeting:
 - (1) is called to give full details of reasons, terms and conditions; and
 - (2) approves such action;

- (iii) that only the Committee shall have the power to enter into sponsorship contracts on behalf of the Club, provided always:
 - (1) that every such contract shall be in writing;
 - (2) that no such contract shall contain provisions tending to give any person, company or organisation (other than the Committee) control over the Club; and
 - (3) that any advertising or publicity required by the sponsor shall not affect the dignity and good offices of the Club or any player and any such contract shall make provision accordingly; and
- (iv) that permission must be obtained from the Committee for any committee, sub-committee, team or player to promote any fundraising activities in the Club's name;
- (d) to reimburse Members in relation to reasonable expenses incurred in conducting the Club's business;
- (e) to become a member of, or be affiliated, to any national or local organization (such as the Te Puru Community Centre) that may contribute to achieving the Club's purposes;
- (f) to do anything necessary or helpful to the above purposes.

4. MEMBERS

4.1 Application:

- (a) An application to become a Member (**Application**) must be in the form required by the Committee. The Committee has full discretion to determine different application processes for different types or categories of Members.
- (b) All Applications are decided by the Committee, an ad hoc sub-committee or by a delegated person appointed by the Committee or this ad hoc sub-committee, which may accept or decline an Application in its absolute discretion. The Committee, the ad hoc sub-committee or the delegated person may interview the Applicant when it considers a Membership registration.
- (c) A person becomes a Member (a) when their Application has been accepted and (b) when they have paid the required membership fees and fines (including any outstanding fees and fines from previous periods), and (c) when they have satisfied any other preconditions.

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

4.3 **Members:** The Members of the Club are either a Senior Member, a Senior Associate Member, a Junior Member, a Life Member, or a Member of another type or category (or sub-type or sub-category) as the Committee determines, but not an Honorary Member.

- (a) A Senior Member is a Member aged 17 years and over.
- (b) A Junior Member is a Member under the age of 17 years.
- (c) A Senior Associate Member is a non-playing Member aged 17 years and over.

- (d) A Life Member is a Member elected as such by the Club pursuant to clause 4.4.
- (e) An Honorary Member is a non-playing person who is acknowledged as providing or having provided important services to the Club. An Honorary Member has none of the rights or privileges of a Member.

4.4 **Life Members:** Life Membership may be granted to a person who is acknowledged as a longstanding Member of the Club. Any Member may nominate an individual to become a Life Member by giving notice to the Committee setting out the grounds for the nomination. The Committee must then determine whether the nomination should be forwarded to a General Meeting for determination by the Members. A person may only be elected as a Life Member by a General Meeting resolution appointing the Member as a Life Member by two thirds majority of those Members present and voting. A person consents to becoming a Life Member on acceptance of their life membership. Life Members have (i) all the rights and responsibilities of a Member (including the right to vote), but do not have to pay fees, subscriptions or levies, and (ii) such other rights and benefits as determined by the Committee.

4.5 **Voting rights of Members:**

- (a) The following Members have voting rights:
 - (i) Senior Members;
 - (ii) Senior Associate Members;
 - (iii) Life Members;
 - (iv) Parents/guardians of a Junior Member noted on this Junior Member's registration form.
- (b) A parent/guardian referred to under clause 4.5(a)(iv) who already has voting rights under another membership category may not exercise the voting rights of their child.
- (c) Only one parent or guardian of a Junior Member shall be entitled to exercise a vote on behalf of that Junior Member.
- (d) A parent or guardian of several Junior Members shall be entitled to exercise only one vote on behalf of all these Junior Members.
- (e) Honorary Members and Junior Members do not have voting rights.

4.6 **Member rights and obligations:** Members acknowledge and agree that:

- (a) they are bound by, and will comply with, this Constitution and the Bylaws, and to the extent they apply, the rules, procedures or policies of the Football Federations;
- (b) they are entitled to all rights and entitlements granted by this Constitution or as determined by the Committee;
- (c) to receive, or continue to receive or exercise member rights, they must meet all the member requirements set out in this Constitution and the Bylaws or as otherwise set by the Committee, including payment of any membership or other fees within the required time period;

- (d) if they fail to comply with sub-clause (c) the Committee may terminate their membership, but the Member continues to be bound by this Constitution;
- (e) they do not have any rights of ownership of, or the automatic right to use, the Club's property; and
- (f) they will promote the interests and purposes of the Club and must not do anything to bring the Club into disrepute.

4.7 **Suspension of Member:** If a Member is, or may be, in breach under clause 4.6 or otherwise be guilty of any misconduct, and the Committee believes it is in the best interests of the Club to do so, the Committee may suspend the Member until final determination of the matter under the dispute resolution process applicable to the matter. Before imposing any suspension, the Member must (i) be given written notice of the suspension with full details outlined, and (ii) be proposed to attend a Committee meeting to answer the matter.

4.8 **Suspension of Member rights:** Unless otherwise determined by the Committee, while a Member is suspended the Member is not entitled to attend, speak or vote at a General Meeting or to any other rights or entitlements as a Member and is not entitled to continue to hold office in any position within the Club, until such time as the alleged breach is resolved or determined.

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

- (a) on death;
- (b) by giving notice to the Committee of their resignation;
- (c) if their membership is terminated under clause 4.6(d);
- (d) if their membership is terminated following a dispute resolution process or such other process set out or referred to in this Constitution.

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

- (a) remains responsible to pay all their outstanding membership and other fees to the Club;
- (b) must return all the Club's property if required;
- (c) ceases to be entitled to any rights of a Member.

4.11 **Re-admission of Former Members:** Any former Member who has resigned may apply for re-admission in the same way as a new applicant, but if the former Member's membership was terminated by the Committee, the applicant shall not be readmitted without the approval of the Committee by majority vote. For the avoidance of doubt, readmission of a former Member will also be conditioned by this Member having settled any outstanding account they have with the Club.

4.12 **Membership fees:** Fees (including their mode of payment and due date) shall be set annually at the discretion of the Committee and are available for scrutiny by any non-Junior Member within fourteen (14) days of such a request for scrutiny being received by the Secretary.

The Committee has full discretion to determine different fees for different types or categories (or sub-types or sub-categories) of Members, and shall have the power to waive fees for any specific activities or persons. Dispensation for the waiving of fees should be applied for in writing.

4.13 **Member register:**

- (a) The Committee will keep an up-to-date Member register, which includes each Member's name, Contact Details, date of birth and the date they became a Member.
- (b) Each Member shall provide such other details as the Committee requires.
- (c) A Member must provide notice to the Club of any change to their Contact Details.
- (d) The Member register will be updated as soon as practicable after the Committee becomes aware of changes of the information recorded in the Member register.
- (e) The Committee will keep a record of those who have ceased to be a Club member within the previous 7 years and the date on which they ceased to be a member.

5. GENERAL MEETINGS

5.1 **AGM:** An AGM must be held once a year at the time, date and place as the Committee decides, but no later than the 30th day of November and not more than 15 months after the previous AGM.

5.2 **Notice of AGM:** A fourteen (14) day notice of all Annual General Meetings shall be given to all Members of the Club either:

- (a) by way of posting on the Club website; or
- (b) by way of advertisement in at least one public newspaper;

and such notice shall also state the object of the proposed meeting.

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

- (a) confirmation of the minutes of the previous AGM;
- (b) the President's Report;
- (c) the Committee's presentation of the following information during the most recently completed accounting period:
 - (i) the Treasurer's Report;
 - (ii) the annual financial statements;
 - (iii) notice of any disclosures of conflicts of interest made by Officers (including a brief summary of the Matters, or types of Matters, to which those disclosures relate);
- (d) the election of the President, Secretary, Treasurer, Club Captain, and other Committee Members;
- (e) consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM;
- (f) consideration of any other items of business that have been properly submitted for consideration at the AGM.

5.4 **Notice of proposed motions:** Members must give notice of any proposed motions and other items of business to the Club at least four (4) days before the date of the AGM.

5.5 **Notice of agenda:** Notice of the agenda containing the business to be discussed at the AGM must be sent to all persons entitled to attend the AGM at least fourteen (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 or timely notified pursuant to clause 5.4, but the Members present may agree by Special Resolution to discuss any other items.

5.6 **Calling of SGM:** A SGM may be convened by the Secretary either (i) at the direction of the Committee or (ii) on receiving a requisition to that effect signed by at least twenty (20) Members of the Club who are entitled to vote and stating the proposed business to be transacted at such a meeting.

5.7 **Notice of SGM:** Unless the Committee, in its discretion, decides that the nature of the SGM business is of such urgency that a shorter period of notice is to be given to Members, a fourteen (14) day notice of all Special General Meetings shall be given to all Members of the Club either:

- (a) by way of posting on the Club website; or
- (b) by way of advertisement in at least one public newspaper;

and such notice shall also state the object of the proposed meeting.

A SGM may only consider and deal with the business specified in the request for the SGM.

5.8 **Method of holding meeting:** A General Meeting may be held by a quorum of people being assembled at the time and place appointed for the meeting.

5.9 **Quorum:** No business may occur at any General Meeting unless a quorum is present at the meeting's start time. The quorum for a General Meeting shall be not less than ten (10) Members who are entitled to vote. The quorum must always be present during the General Meeting.

5.10 **No quorum at AGM:** If a quorum is not met within 30 minutes of the AGM's scheduled start time, the AGM is adjourned to a day, time and place set by the person chairing this AGM. If no quorum is met at the further AGM, the Members present 15 minutes after the further AGM's scheduled start time are deemed to constitute a valid quorum.

5.11 **No quorum at SGM:** If a quorum is not met within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled.

5.12 **Control of General Meetings:** The President chairs General Meetings. If the President is unavailable, another Committee Member (appointed by the Committee) will preside. In the absence of both of those persons, the Members present will elect a person to chair the General Meeting.

5.13 **Omissions and irregularities:** The General Meeting and its business will not be invalidated if one or more Members do not receive notice of the meeting. The General Meeting and its business will not be invalidated by an irregularity, error or omission in notices, agendas and papers of the meeting or notice within the required time frame or the omission to give notice to all Members and any other error in the organisation of the meeting if:

- (a) the person chairing this General Meeting in their discretion determines that it is still appropriate for the meeting to proceed despite the irregularity, error, or omission; and

- (b) a motion to proceed is put to the meeting and a majority, of two-thirds of votes cast, is obtained in favour of the motion to proceed.
- 5.14 **Attendance:** Members and any other persons invited by the Committee are eligible to attend and speak at General Meetings.
- 5.15 **Voting:**
 - (a) A Member present at a General Meeting who is entitled to vote pursuant to clause 4.5 at this General Meeting is entitled to exercise one vote on any motion at this General Meeting.
 - (b) Proxy votes are not permissible.
- 5.16 **Conduct of voting:** Voting is conducted by voices or a show of hands as determined by the person chairing the meeting, unless a secret ballot is called for and approved by three (3) Members or as otherwise required under this Constitution.
- 5.17 **Minutes:** Minutes must be kept of all General Meetings.
- 5.18 **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. When there is an equality of voting at any meeting, the person chairing this meeting shall have the casting vote in addition to their own deliberative vote.
- 5.19 **Virtual General Meeting:** If a General Meeting is prevented to be held in person because of a force majeure event or circumstance, participation by audio link, audio-visual link or other electronic communication or by a combination of those methods will be allowed.
- 6. **COMMITTEE**
 - 6.1 **Functions and powers:** Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution the Committee must manage, direct or supervise the operation and affairs of the Club and has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of the Club. The Committee shall have the power to form or disband sub-committees as it may deem necessary.
 - 6.2 **Composition:** The Committee consists of the President, the Secretary, the Treasurer, the Club Captain, and minimum two (2) and maximum eight (8) other persons elected at the AGM or appointed pursuant to clause 6.11. No more than one of the Officers of the Club shall come from one family.
 - 6.3 **Role of the President:** The President's role is to (i) ensure the Club rules are followed, (ii) convene meetings, (iii) chair meetings, deciding who may speak and when, (iv) oversee the operation of the Club, (v) give a report on the operation of the Club at each Annual General Meeting (the "President's Report"), (vi) advise the Registrar of Incorporated Societies of any rule changes, and (vii) be responsible for the Club's public relations.
 - 6.4 **Role of the Secretary:** The Secretary's role is to (i) record the minutes of meetings, (ii) keep the Register of Members, (iii) hold the Club's records, documents, and books, and (iv) receive and reply to correspondence as required by the Committee.
 - 6.5 **Role of the Treasurer:** The Treasurer's role is to (i) collect and receive all payments made to the Club (these payments must be banked within Fourteen days after the Treasurer receives them), (ii) keep a true and accurate record in the Clubs accounting records, so that the Club's financial

situation can be clearly understood at any point in time, (iii) present the annual report (the “Treasurer’s Report”) and the annual financial statements at each Annual General Meeting and more often if either the Committee or a majority of the Club decides this in a meeting, and (iv) forward the annual financial statements of the Club to the Registrar of Incorporated Societies upon approval by the Members at the Annual General Meeting.

6.6 **Role of the Club Captain:** The Club Captain’s role is to (i) ensure the Clubs rules are followed, (ii) look after the welfare of the Club and its Members, (iii) liaise with the Committee and its Club Members, (iv) to promote, coordinate and facilitate senior player activities of the Club, and (v) to intermediate between the senior members and the Club.

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

- (a) the Committee must call for nominations for any Committee Member positions that are to be vacated at an AGM at least fourteen (14) days before the AGM;
- (b) nominations are made in the form decided by the Committee and must be received in writing by the Secretary by the date set by the Committee and if no date is set, at least four (4) days before the AGM;
- (c) nominations from the floor of the AGM will only be accepted when insufficient written nominations have been received;
- (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 person chairing the meeting and approved by a Special Resolution of Members. If a secret ballot is held, two scrutineers must be appointed at the General Meeting to count the votes;
- (e) those nominees who have the highest number of votes in their favour to fit the number of vacant positions are declared elected;
- (f) if the number of votes for one or more nominees is equal to another nominee, a further vote will be held between the tied nominees;
- (g) if there is only one nominee for a vacant position, that person is declared to be elected without the need for a vote.

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

- (a) consent to be a Committee Member; and
- (b) certify that they are not disqualified from being elected or holding office as a Committee Member by this Constitution under section 47 of the Act or (if the Club has registered as a charitable entity under the Charities Act 2005) under section 36B of the Charities Act 2005.

By the mere fact of submitting their nomination to be elected or appointed as Committee Member, a person also (i) consents to be a Committee Member, and (ii) certifies that they are not disqualified from being elected or holding office as a Committee Member by this Constitution or under section 47 of the Act or (if the Club has registered as a charitable entity under the Charities Act 2005) under section 36B of the Charities Act 2005.

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

- (a) A person who is an employee of, or independent contractor to, the Club.

- (b) A person who is disqualified from being elected or holding office as a Committee Member under section 47 of Act or (if the Club has registered as a charitable entity under the Charities Act 2005) under section 36B of the Charities Act 2005.
- (c) A person who has been removed as a Committee Member following a process under this Constitution or any Bylaw.

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

6.10 **Term of office:** The term of office for all Committee Members expires at the end of the relevant AGM, but all Committee Members are eligible for re-election.

6.11 **Co-optation and Casual Vacancy:** Within the limit set out in clause 6.2, the Committee shall have the power (i) to co-opt additional Committee Members as the Committee sees fit and (ii) to appoint a person of their choice to fill a Casual Vacancy, it being understood that the term of office of any Committee Member so co-opted or appointed shall expire at the next AGM.

6.12 **Suspension of Committee Member:** If any Committee Member is or may be the subject of an allegation, notice or charge described under clause 6.9 or any circumstances arise in relation to a Committee Member which are or may be of concern to the Committee, the remaining Committee Members may by Special Resolution suspend the Committee Member from the Committee and set conditions as it requires pending the final determination of the allegation, notice, charge or circumstances. Before imposing any suspension, the Committee Member must be given notice of the suspension.

6.13 **Removal of Committee Member:**

- (a) The Committee may, by Special Resolution, remove any Committee Member from the Committee before the expiry of their term of office if the Committee considers the Committee Member concerned:
 - (i) has seriously breached duties under this Constitution or the Act; or
 - (ii) is no longer a suitable person to be a Committee Member.
- (b) The Committee Member who is the subject of the motion is counted for the purpose of reaching a quorum but will not participate in the vote on the motion.
- (c) Before considering a motion for removal, the Committee Member who is the subject of the motion must be given:
 - (i) notice that a Committee meeting is to be held to discuss the motion to remove the Committee Member; and
 - (ii) adequate time to prepare a response; and
 - (iii) the opportunity prior to the Committee meeting to make written submissions; and
 - (iv) the opportunity to be heard at the Committee meeting.

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

- (a) their term expires;
- (b) the person resigns by delivering a signed notice of resignation to the Committee;
- (c) the person is removed from office under this Constitution;
- (d) the person becomes disqualified from being an officer under section 47(3) of the Act or (if the Club has registered as a charitable entity under the Charities Act 2005) section 36B of the Charities Act 2005;
- (e) the person dies.

If a person ceases to be a Committee Member, that person must give all Club documents and property in their possession to the Committee within one month.

7. COMMITTEE MEETINGS

7.1 **Calling meetings:** Committee meetings may be called at any time by the President or by two (2) Committee Members. Unless an emergency requires otherwise, calls will be subject to a minimum seven (7) day notice.

7.2 **Meeting procedure:** Except to the extent specified in the Act or this Constitution, the Committee may regulate its own procedure and practice including any sub-committee meetings.

7.3 **Quorum:** The quorum for a Committee meeting shall be not less than five (5) Committee Members. Any Committee Member may be counted for the purposes of a quorum, participate in any and vote on any proposed resolution at a Committee meeting without being physically present. This may only occur at Committee meetings by audio or audio-visual link or other electronic communication provided that all persons participating in the Committee meeting can hear each other effectively and simultaneously.

7.4 **Chair:** The President shall chair Committee Meetings, or if absent, the Committee shall elect a Committee Member to chair that meeting.

7.5 **Voting:** Each Committee Member has one vote. Voting is by voices or on request of any Committee Member by a show of hands or by a ballot. Proxy and postal votes are not permitted. Voting by electronic means is permitted. Only Committee Members present at a Committee Meeting (possibly by audio or audio-visual link or other electronic communication) may vote at that Meeting. Decisions of a Committee shall be by majority vote. If there is an equality of votes, the person chairing this Committee Meeting has a casting vote.

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

8. OFFICERS' 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 Club;
- (b) must exercise a power as an Officer for a proper purpose;

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

9. INTERESTS

9.1 **Register of interests:** The Committee must keep a register of interest disclosures made by Officers.

9.2 **Duty to disclose interest:** An Officer who is Interested in a Matter relating to the Club must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Committee, as soon as practicable after the officer becomes aware that they are interested in the Matter and include it in the register of interests.

9.3 **Consequences of being Interested:** A Committee Member who is Interested in a Matter:

- (a) must not vote or take part in a decision of the Committee relating to the Matter, unless all non-interested Committee Members consent;
- (b) must not sign any document relating to the entry into a transaction or the initiation of the Matter, unless all non-interested Committee Members consent;
- (c) must not take part in any Committee discussion relating to the Matter or be present at the time of the Committee decision, unless all non-interested Committee Members consent;

- (d) may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.

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

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

10. PATRONS

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

11. FINANCES

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

11.2 **Bank accounts:** The general funds of the Club shall be kept in a Trading Bank or Savings Bank Account or accounts approved by the Committee. The Committee shall appoint three (3) of its Members (one of whom shall be the Treasurer) to supervise the operation of such accounts and the signatures of any two (2) of those Members shall be necessary to operate the accounts.

11.3 **Special trust fund:** The Committee may create a special trust fund for any particular purpose and may pay into such fund from time to time as it deems fit. The special trust fund shall be kept in a special account and shall be supervised by three (3) trustees appointed by the Committee for that purpose, the signature of at least two (2) of those trustees shall be necessary to operate the account. Monies once paid into such special trust fund shall not be used for any general purposes of the Club except by a resolution passed at a Special General Meeting of the Club.

11.4 **Balance date:** The Club's balance date is 30 September in each year or on the date as the Committee decides.

11.5 **Audited or reviewed financial statements:** The Committee shall appoint an auditor or an independent accountant who shall not hold any other office in the Club and who will audit or review the financial statements in accordance with the Committee's direction. The Club's financial statements must be audited or reviewed each year.

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

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

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

12. AMENDMENTS

- 12.1 **Amendments:** This Constitution may be repealed, varied, amended or added to by a 60% majority of Members present and voting at an Annual General Meeting or Special General Meeting. Notice of Motion to repeal, vary, amend or add to the Constitution shall be given in writing together with the proposer and the seconder to the Secretary at least twenty-eight (28) days before the date of such meeting. Amendments to the constitution passed at an Annual General Meeting shall take effect immediately.
- 12.2 **Minor and technical amendments:** As an exception to what is provided in clause 12.1, minor and technical amendments may be conveyed to the Constitution in compliance with section 31 of the Act.
- 12.3 **No amendment:** No addition to, deletion from or alteration of this Constitution may be made which would allow personal pecuniary profits to any individuals.

13. BYLAWS

- 13.1 **Bylaws:** The Committee may make and amend Bylaws for the conduct and control of the Club's activities and codes of conduct applicable to Members. Any Bylaw must be consistent with this Constitution, the Club's purposes set out in clause 3, the Act and any other laws. All Bylaws are binding on the Club and the Members. The making, amendment, revocation, or replacement of a Bylaw is not an amendment of this Constitution.

14. DISPUTE RESOLUTION

- 14.1 **Dispute resolution:** Except as otherwise provided in this Constitution, the conduct of any dispute resolution procedures will be in accordance with Schedule 2 of the Act and any recommended dispute resolution procedures by any of the Football Federations where relevant.

15. LIQUIDATION AND REMOVAL

- 15.1 **Notice:** The Committee must give notice to all Members at least 20 Working Days of a proposed motion:
- (a) to appoint a liquidator;
 - (b) to remove the Club from the Register of Incorporated Societies; or
 - (c) for the distribution of the Club's surplus assets.

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

- 15.2 **Special Resolution:** Any resolution for a motion set out in clauses 15.1(a) to (c) must be passed by a Special Resolution of Members.
- 15.3 **Surplus assets:** The surplus assets of the Club, after the payment of all costs, debts and liabilities, must be disposed of to any other not-for-profit entity (which is exclusively charitable if the Club has registered as a charitable entity under the Charities Act 2005) that shares similar purposes to the Club.

16. **LIABILITY**

16.1 **Accidents or Injury:** The Club will not be liable for any injury to any Member while engaged in any of the Club's activities. All activities shall be performed at one's own risk.

16.2 **Liability of Officers:** The Committee and associated sub-committees who may accept or incur financial liability on behalf of the Club shall be indemnified by the Club against any personal loss in respect of such liability.

17. **MATTERS NOT PROVIDED FOR**

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

18. **CONFLICT WITH FOOTBALL FEDERATIONS RULES**

18.1 Where the rules set out in this Constitution conflict with the rules of the Football Federations which the Club must comply with, then the latter rules shall prevail to the extent of the inconsistency.

19. **TRANSITION**

19.1 **Transition:** This clause 19 applies to facilitate transition of the Club from the previous Constitution to this Constitution. If this clause is inconsistent with any other clause in this Constitution, this clause applies to the extent of the inconsistency and the other clause will not.

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

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