

**CONSTITUTION OF THE TAWA SQUASH RACKETS CLUB
(INCORPORATED)**

NAME:

1. The name of the Club shall be THE TAWA SQUASH RACKETS CLUB (INCORPORATED), herein referred to as the Club.

REGISTERED OFFICE:

2. The registered office of the **Club** shall be the **Club's** premises at **Main Road, Tawa** or such other place as the Management Committee may from time to time determine.

OBJECTS:

3. The objects of the **Club** shall be:
 - a. To foster and encourage the game of Squash and other recreations authorised by the **Club** in Tawa and elsewhere.
 - b. To provide and maintain for the use of its members, grounds, buildings, clubrooms and other facilities necessary for the playing of Squash and other such recreations as are authorised.
 - c. To affiliate with any club or association having objects similar or in parts similar to those of the **Club**.

POWERS:

4. In pursuance of the objects specified in Section 3 above the **Club** may:
 - a. Purchase, lease, hire or otherwise acquire land, buildings and other real or personal property which the Management Committee may from time to time deem necessary or expedient or useful in connection with any of the **Club's** undertakings and the value shall not exceed \$20,000 without the Club Members' approval.
 - b. Sell, lease or otherwise dispose of any **Club's** real personal property.
 - c. Raise money from members through subscriptions and other contributions as detailed below.

Raise or borrow money upon mortgage or debenture or other security, charging all or any part of the real or personal property of the **Club**, or by way of overdraft or otherwise without security at the discretion and upon such terms as the Management Committee may from time to time decide, provided that the value shall not exceed \$20,000 in any one borrowing or in aggregate in any one financial year without the Club Members' approval
 - d. Responsibly invest any of the **Club's** funds in such investments or assets as the Committee may from time to time decide.

- e. Arrange for representation of the **Club** on any body formed for the purpose of promoting and/or controlling the game of Squash, whether exclusively or in association with other sports.
- f. Amalgamate with any other club or incorporated society with the Club Members' approval.
- g. To do all such other things as in the opinion of the Management Committee shall be conducive to the attainment of any of the foregoing **Objects** or to be the exercising of any of the foregoing **Powers**.

COLOURS:

- 5. The colours of the **Club** shall be Gold, Red and Navy Blue.

MEMBERSHIP:

- 6.
 - a. **CLASSIFICATION:** Membership of the **Club** shall consist of the following classes:
 - i. **Full Members** who shall have full playing rights and all other privileges of membership.
 - ii. **Restricted Members** who shall be subject to the rules laid down from time to time by the Management Committee governing their rights to play on the **Club's** squash courts and to use the **Club's** facilities.
 - iii. **Non Playing Members** who shall not have any playing rights but share all other privileges of membership. Full and restricted members may request the Management Committee or its authorised delegate to transfer their membership to the non-playing list and vice versa.
 - iv. **Life Members** who shall have full playing rights and all other privileges of membership upon the payment of a life membership subscription. Such membership shall only be available in the terms of arrangements approved by the **Club** at the AGM.
 - v. **Honorary Life Members** who shall have full playing rights and all other privileges of membership. The **Club** may at the AGM, based upon a recommendation of the Management Committee, elect up to two members in any calendar year to be granted Honorary Life Membership in recognition of services to the **Club**.
 - vi. The Management Committee shall have the power both to create classifications and limit the numbers in any classification from time to time in achieving the objectives of the **Club**.
 - vii. Play to Pay Membership who shall have full playing rights and membership privileges within the Tawa Squash Rackets Club facility. This type of membership excludes membership of Interclub teams, elimination teams, district and national tournaments.

- b. **NEW MEMBERS:** All new membership requests shall be in writing upon such form as the Management Committee may from time to time determine. All membership requests, other than Honorary Life Members, shall be approved at a meeting of the Management Committee or by an authorised delegate as determined by the Management Committee. The Management Committee or its authorised delegate shall have the power to refuse the membership request.
- c. **RESIGNATION:** Any member may resign from the **Club** by giving notice of such resignation to the Management Committee or authorised delegate. The Management Committee or its authorised delegate shall have power in its discretion to make a rebate or refund in the member's subscription as deemed right and proper.
- d. **SUSPENSION OR CANCELLATION:** The Management Committee may suspend or cancel the membership of any member who wilfully disobeys any of the Rules of the **Club**, or through inappropriate conduct or action renders them, in the opinion of the Management Committee, unsuitable to be a member of the **Club**. Before deciding to cancel a membership in these instances, Management Committee representative(s) will offer to meet with the member so they are directly informed of the **Club's** concerns and have the opportunity to respond before any decision to cancel the membership (or otherwise) is made.
- e. **PURGING THE MEMBERSHIP REGISTER:** The Management Committee or its authorised delegate shall have the power from time to time to purge the list of members and delete the names of any members whose subscriptions remain unpaid for more than two clear calendar months from the date they fell due.

FEES:

- 7.
 - a. The Management Committee, while taking due notice of any recommendations from the AGM, shall determine the subscriptions and shall have the power to create concessions and to impose different subscriptions for different classes of members.
 - b. The Management Committee or its authorised delegate shall have the power to vary the subscription in special individual circumstances, to grant refunds, and to arrange short-period subscriptions and memberships.
 - c. The Club, at the AGM or SGM, may also decide what further fees, if any, may be paid for the use of any of the Club's facilities.
 - d. Annual subscriptions for all members who join the Club after 8 June 1997 shall run for 12 months from the first day of the month immediately following the date of being accepted as a member of the Club.
 - e. The subscription year for current members of the Club as at 8 June 1997 shall run for 12 months from 1 March to the last day of February.
 - f. Monthly subscriptions are due each month on the anniversary of the member's acceptance to the Club.
 - g. All new membership requests must be accompanied by payment of the appropriate subscription and any other fees as determined by the Management Committee or its authorised delegate.

- h. If the member's subscription is not received a calendar month after the due date, membership rights may be suspended until all outstanding payments are received.

ANNUAL AND SPECIAL GENERAL MEETINGS :

- 8.
 - a. **ANNUAL GENERAL MEETING (AGM) :** The Management Committee shall arrange for the AGM to be held not later than the 2nd week of December in each year at such time and place as the Management Committee shall determine.
 - b. **SPECIAL GENERAL MEETING (SGM) :** The Management Committee may at any time, and shall within fourteen (14) days after the requisition in writing signed by at least ten (10) members of the **Club** (which requisition shall set out the business proposed to be transacted at such meeting), convene a SGM for any purpose or purposes. At any meeting so called only the business set out in the notice shall be dealt with.
 - c. **NOTICE:** The President shall at least seven (7) days before any AGM or SGM send to every member of the **Club** at his/her email address appearing in the register of members, a notice stating the time and the place where it will be held and, in the case of a SGM, the business it is proposed to put before the meeting. All notices of AGMs or SGMs shall be deemed to have been given at noon on the day following the email thereof.
 - d. **PROCEDURE AND QUORUM:**
 - i. At all AGM or SGM meetings the Chair shall be taken by the President. If the President is not present at the time when the meeting is due to start, those present shall elect a Chair for the meeting from among the members of the Management Committee present and who is willing to act. If no member of the Management Committee is present or willing to act as Chair, then from among the financial members present. Any Chair so elected, shall remain as the Chair until the arrival of the President.
 - ii. The quorum at the AGM shall be fifteen (15) members.
 - iii. The quorum at any SGM shall be eleven (15) members
 - iv. Every financial member present shall have one vote, and in the case of equal voting the Chair shall have a second or casting vote. Voting shall be on the voices, but if any member present so desire, the Chair shall call for a division to be indicated by a show of hands, or if three (3) members so desire, then by Ballot.

MANAGEMENT COMMITTEE:

- 9.
 - a. The Management Committee of the **Club** shall comprise a minimum of seven (7) and maximum of thirteen (13) elected officers.
 - b. The Management Committee is accountable to the **Club's** members and are responsible for covering the following roles:
 - i. President

- ii. Vice President
- iii. Club Captain
- iv. Club Manager
- v. Club Treasurer
- vi. Junior Coordinator
- vii. Woman's Coordinator
- viii. Property Coordinator
- ix. Squash Development Coordinator
- x. Business Development Coordinator
- xi. General Committee Members (up to a maximum of 3)

c. ELECTION : Nominations for the positions of officers of the Club as defined in 9.b. shall be received annually in writing (including email) at the Club up to 72 hours prior to the AGM when nominations will close. A list of all nominations will be published no later than 48 hours before the AGM. Only these nominations will be considered for election at the AGM and no nominations from the floor will be accepted for positions where there have been no nominations for. The AGM will then elect the officers of the Club. This is for all positions except the role of Club Manager where the Management Committee may decide to contract out that role. In that instance, the Club Manager is not an elected officer, but will retain all other responsibilities and rights as a member of the Management Committee.

d. **POWERS** : The **Club's** affairs and property shall be managed by the Management Committee within the **Club's** Objects and Powers with specific direction by the **Club** members at the AGM.

e. **WORKING GROUPS** : The following Working Groups may be formed by the Management Committee and delegated certain operational responsibilities to assist the elected officers with carrying out their responsibilities and obligations.

- i. Players Working Group, led by the Club Captain and consisting of (but not limited to) Squash Development Coordinator, Woman's Coordinator, Junior Coordinator, Interclub Convener and representative **Club** members from across a range of grades.
- ii. Junior Working Group, led by Junior Coordinator and consisting of (but not limited to) representative Club members and the parents of junior **Club** members.
- iii. Property Working Group, led by the Property Coordinator consisting of (but not limited to) the Club Manager and representative **Club** members.
- iv. Business Development Working Group, led by the Business Development Coordinator and consisting of (but not limited to) the President, Club Treasurer, Club Manager and representative **Club** members.

If required, other Working Groups may be convened from time to time by the Management Committee to assist with any aspect of the **Club's** management and operations. Any new Working Group would be led by, and responsible to, a designated member of the Management Committee.

The President will have the right to attend any Working Group meeting and all actions taken by such Working Groups shall be either within specific authority delegated, or subject to subsequent ratification by the Management Committee.

- f. **MEETINGS** : The Management Committee shall attempt to meet at least monthly from January to November. The incoming Management Committee will establish meeting dates for the following year. A member of the Management Committee will forward an agenda no less than seven (7) days prior to the monthly meeting. A summary financial statement must be presented at each monthly meeting.
- g. **QUORUM** : A minimum of five (5) Management Committee members are required to be present at each meeting to constitute a quorum. Each member personally present shall be entitled to one vote, with no proxy votes for members not in attendance. On any voting, the Chair shall in the case of equality of voting, have an extra casting (deciding) vote in addition to their ordinary vote.
- h. **CHAIR** : The President shall be the Chair of all meetings unless they are absent when such meetings are due to commence, in which case those present shall elect a Chair for the meeting, and the Chair, so elected shall remain as Chair until the arrival of the President.
- i. **MINUTES** : A minute taker will be appointed at each meeting to accurately record and publish the meetings minutes to all Management Committee members within seven (7) days of each meeting.
- j. **CALLING MEETINGS** : The President or any three (3) members of the Management Committee may shall convene additional meetings in such a manner as the Management Committee may from time to time decide.
- k. **VACATING OFFICE** : Any elected officer shall *ipso facto* cease to be a member of the Management Committee on absenting themselves from three (3) consecutive meetings without obtaining leave of absence from the Management Committee. If a vacancy occurs in the Management Committee through death, resignation or any other cause, the Management Committee may temporarily fill the vacancy through the secondment of a suitable **Club** member until the next AGM.
- l. **HONORARIUM**: The Management Committee shall have power to set and approve any honorarium as deemed appropriate. Any such honorarium shall be shown as a separate item in the Statement of Financial Performance presented to the AGM.

SEAL:

- 10. The Management Committee shall provide a Common Seal for the **Club** and they shall have the power from time to time to destroy the same and substitute a new one in lieu thereof. The Common Seal shall be kept by Club Manager and shall be used only when directed by the Management Committee and for the purpose of executing documents shall be affixed in the presence of two (2) members of the Management Committee.

FINANCIAL:

- 11.
 - a. **YEAR**: The financial year of the **Club** shall end on **31 December** each year and the financial accounts shall be sent with the notice of AGM.

- b. **ANNUAL REPORT AND FINANCIAL ACCOUNTS:** The Management Committee shall prepare a suitable Annual Report and Financial Report that outlines the **Club's** activities and performance for the year, which shall be presented at the AGM. The Financial Report shall at least include a Statement of Financial Performance and a Statement of Financial Position. The annual financial statements must be certified by the President and one other Management Committee member.
- c. **REVIEW OF FINANCIAL STATEMENTS**
- i. The Club shall appoint an accountant to review the annual financial statements of the Club (**Reviewer**). The Reviewer shall conduct an examination with the objective of providing a report confirming that nothing has come to the Reviewer's attention to cause the Reviewer to believe that the financial information is not presented in accordance with the Club's accounting policies.
 - ii. The Reviewer must be a suitably qualified person, preferably a member of the New Zealand Institute of Chartered Accountants, and must not be a member of the Committee, or an employee of the Club. If the Club appoints a Reviewer who is unable to act for some reason, the Management Committee shall appoint another Reviewer as a replacement.
 - iii. The Management Committee is responsible for providing the Reviewer with:
 - Access to all information of which the Management Committee is aware that is relevant to the preparation of the financial statements such as records, documentation and other matters;
 - Additional information that the Reviewer may request from the Management Committee for the purpose of the review; and
 - Reasonable access to persons associate with the Club from whom the Reviewer determines it is necessary to obtain evidence from.
- d. **BANK ACCOUNT:** The **Club** shall have power to open and operate on any bank account or accounts, at the discretion of the Management Committee and any such accounts may be operated upon and cheques and other withdrawals signed and/or endorsed by such person and persons as the Management Committee may from time to time decide, but may not be less than two (2) authorised signatories.
- e. **INVESTMENT:** The **Club** at the discretion of the Management Committee shall have power to invest any surplus funds in such manner as the Management Committee may from time to time approve.
- f. **WINDING UP:** Upon the winding up or closing down of the **Club** its assets (if any) shall be realised in such a manner as the Management Committee may decide and the proceeds after repayment of outstanding liabilities distributed as determined by SGM called for that purpose. If upon winding up or dissolution of the organisation there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid or distributed among the members of the organisation but shall be given or transferred to some other organisation or body with similar objects to the first organisation or for some other charitable purpose, within New Zealand.
- g. **USE OF FUNDS:** No profit or other funds of the **Club** shall be used or made available to be used for private pecuniary profit of any individual member either during the active life of the **Club** or dissolution.

PATRONS:

12. A patron may be elected at the AGM, which shall also define the privileges of such appointees.

RULES:

- 13.
- a. The Management Committee shall have power to make, alter or repeal such rules as it may deem fit for the well being of the **Club**.
 - b. The Management Committee shall have power to delegate all or any portion of its powers to any Working Group, contractor or person as the Management Committee in its sole discretion may deem fit.

MEMBERS BOUND:

14. Every member shall be deemed to agree to be bound by the Constitution and Rules of the **Club**, and the payment of subscription, or acceptance of an honorary life membership, shall be conclusive evidence of such agreement.

MATTERS NOT PROVIDED FOR:

15. In the event of any question arising which is not provided for in the Constitution and Rules of the **Club**, the question shall, subject to the provisions of the Incorporated Societies Act 1908, be decided by the Management Committee whose decision shall be final and binding upon all members.

ALTERATIONS TO THE CONSTITUTION:

- 16.
- a. The Constitution of the **Club** may be altered, repealed or replaced by a resolution at any AGM or SGM. The notice of any motion proposing a change to the Constitution shall specify the proposed alteration, repeal or substitution and be forwarded in writing to the Management Committee not later than fourteen (14) days before the date of the AGM or SGM .
 - b. Any change to the Constitution that has been amended or rescinded by notice of motion shall not come up for reconsideration until six (6) months has elapsed.
 - c. The Constitution shall operate as from and including the date of registration thereof with the Registrar of Incorporated Societies.
 - d. No addition to or alteration of the aims, personal benefit clause or the winding up clause shall be made which affect the tax exempt status/non profit body status.
 - e. The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

Tawa Squash Rackets Club Constitution

Signed.....
Geordie Grieve
President

Signed.....
Peter Bowers
Club Manager

Signed.....
Anthony Bowe
Vice President