

CONSTITUTION

ONSLOW JUNIOR FOOTBALL CLUB
INCORPORATED





Table of contents

1	Definitions and interpretation	1
2	Club details	3
3	Purpose and powers	3
4	Members	4
5	General Meetings	8
6	Executive Committee	11
7	Duties of Executive Committee Members and Officers	14
8	Executive Committee meetings	15
9	Subcommittees	16
10	Operational Committee	16
11	Finances	17
12	Amendments	18
13	Matters not provided for	18
14	Bylaws	18
15	Dispute resolution	19
16	Liquidation and removal	20



ONSTLOW JUNIOR FOOTBALL CLUB INCORPORATED

CONSTITUTION

1 Definitions and interpretation

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

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

AGM means an annual general meeting of the Members held once a year convened under this Constitution.

Appointed Executive Committee Member has the meaning given to it in clause 6.2b.

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

Casual Vacancy means a vacancy which arises when an Elected Executive Committee Member does not serve their full term of office.

Club has the meaning given to it in clause 2.1.

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.

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.

Elected Executive Committee Member has the meaning given to it in clause 6.2a.

Executive Committee means the Club's governing body which is established under clause 6.2.

Executive Committee Member means:

- a an Elected Executive Committee Member; and/or
- b an Appointed Executive Committee Member.

General Meeting means an AGM or SGM of the Club.

Junior Member means a Member under clause 4.5.

Junior Player means a person under the age of 18 who is enrolled to play football for or on behalf of the Club:

- a in a team established by the Club, whether in a Junior or Youth division or in the Club's Fun Football programme; or



b as part of the Club's Talent Development Programme.

Life Member means a Member under clause 4.7.

Member means each person who for the time being is a member of the Club under one of the categories of Member contemplated by clause 4.1.

Officer means:

- a each Executive Committee Member; and
- b any other natural person occupying a position in the Club that allows the person to exercise significant influence over the management or administration of the Club.

Onslow Way means the Club's guidelines for playing football available at <https://onslow.org.nz/about-us/the-onslow-way/>, as may be updated by the Executive Committee from time to time.

Operational Committee has the meaning given to it by clause 10.1.

Operational Committee Member has the meaning given to it by clause 10.3.

Ordinary Member means a Member under clause 4.2.

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

SGM means a special general meeting of the Members, other than an AGM, called for a specific purpose or purposes in accordance with clause 5.6.

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

Volunteer Member means a Member under clause 4.6.

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

1.2 **Rules of interpretation:** In interpreting this Constitution, the following rules apply unless the context otherwise requires:

- a **Headings:** Clause and other headings are for reference only and are not an aid in interpretation.
- b **Statutes:** References to statutory provisions are references to all regulations, orders, rules or notices made under that statute, and references to a statute or regulation are references to those statutes or regulations as they may be amended or re-enacted or as their application is modified by other provisions from time to time.
- c **Periods of time:** All periods of time include the day on which the period commences and also the day on which the period ends.
- d **Number:** The plural includes the singular and vice versa.
- e **Includes:** The word 'includes' in any form is not a word of limitation.



- f **Terms not expressly defined:** Unless the context otherwise requires, any expression not defined in this Constitution but defined in the Act has the same meaning in this Constitution as in the Act (whether or not such expression is capitalised when used in this Constitution).

1.3 **Notices:** Subject to any other notice requirements in this Constitution, any notice given under this Constitution:

- a must be in writing; and
- b must be delivered to Members by hand or to the physical or email address set out in their Contact Details;
- c must be delivered to the Club by email to football@onslow.org.nz or by post to the Club's registered office recorded on the Register of Incorporated Societies.

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, at the time and the date the email was sent,

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

2 Club details

2.1 **Name:** The name of the society is Onslow Junior Football Club Incorporated ('Club').

2.2 **Appointment of contact person:** The Club's contact person for the purposes of the Act is the Compliance Officer, or such other person appointed by the Executive Committee.

2.3 **Notice of change in contact person or their Contact Details:** The Executive Committee must advise the Registrar of Incorporated Societies of any change in the identity or Contact Details of the contact person.

3 Purpose and powers

3.1 **Purpose:** The purposes of the Club are to:

- a offer football playing and training opportunities to Junior Players by establishing teams to play in the Youth and Junior divisions run by Capital Football (including Girls-Only), establishing its own Fun Football programme, and offering training and other development opportunities;
- b encourage Junior Players, coaches, and managers to play football the Onslow Way;
- c be a member of the Capital Football Federation;



- d promote, develop, foster and administer association football activities, mainly as an amateur sport for the well-being, benefit and recreation of the general public in New Zealand/Aotearoa;
- e promote opportunities and facilities to enable, assist and enhance the participation, enjoyment and performance of association football activities.
- f lead, promote and enable Diversity, Equity and Inclusion across the whole Club including governance of the Club and participation in association football activities;
- g protect the integrity of association football and the Club by enforcing the standards of conduct promoted by the Capital Football Federation and New Zealand Football from time to time.

3.2 **Capacity and powers:** The Club has, both within and outside New Zealand, full capacity, rights, powers and privileges to carry on or undertake any activity, do any act, or enter into any transaction, subject to this Constitution, the Act, any other legislation, and the general law.

4 Members

4.1 **Categories of membership:** The categories of Members of the Club are as follows:

- a Ordinary Members (see clause 4.2);
- b Executive Committee Members (see clause 4.3);
- c Operational Committee Members (see clause 4.4);
- d Junior Members (see clause 4.5);
- e Volunteer Members (see clause 4.6); and
- f Life Members (see clause 4.7).

4.2 **Ordinary Members:**

- a Any person who, being a parent, guardian or other individual responsible for a Junior Player:
 - i applies to enrol a Junior Player or Junior Players; and
 - ii consents to becoming a Member (whether at the time of application, or later),
will be an Ordinary Member
- b An Ordinary Member:
 - i subject to clause 4.13c, has full voting rights;
 - ii has only one vote, regardless of how many Junior Players the Ordinary Member has enrolled to play football for or on behalf of the Club.
- c The membership fee payable by Ordinary Members will be the registration or enrolment fees applicable to each Junior Player that Ordinary Member enrolls to play football for or

on behalf of the Club, as determined by the Executive Committee prior to opening the relevant team, grade or programme for enrolment.

- d A person will automatically cease to be an Ordinary Member on the 31 March of the calendar year following the calendar year in which that person last enrolled a Junior Player to play football for or on behalf of the Club.

4.3 **Executive Committee Members:**

- a Any person who is not already an Ordinary Member and who:
 - i is elected or appointed as an Executive Committee Member; and
 - ii consents to becoming a Member (whether at the time of election or appointment, or later),will become a Member.
- b A person who is a Member under this clause 4.3 who later becomes an Ordinary Member will cease to be a Member under this clause 4.3.
- c Any person who is a Member under this clause 4.3 has full voting rights.
- d No person who is a Member under this clause 4.3 only will be required to pay a membership fee.
- e Any person who is a Member under this clause 4.3 ceases to be a Member upon that person ceasing to be an Executive Committee Member.

4.4 **Operational Committee Members:**

- a Any person who is not already an Ordinary Member and who:
 - i is appointed an Operational Committee Member; and
 - ii consents to becoming a Member (whether at the time of appointment as an Operational Committee Member, or later),will become a Member;
- b A person who is a Member under this clause 4.4 who becomes an Ordinary Member will cease to be a Member under this clause 4.4.
- c Any person who is a Member under this clause 4.4 has full voting rights.
- d No person who is a Member under this clause 4.4 only will be required to pay a membership fee.
- e Any person who is a Member under this clause 4.4 ceases to be a Member upon that person ceasing to be an Operational Committee Member.

4.5 **Junior Members:**

- a Any person who:
 - i is enrolled as a Junior Player; and

ii consents to becoming a Member (whether at the time of application, or later),
will become a Junior Member.

- b A Junior Member has no voting rights.
- c Without limiting the responsibility of the Ordinary Member who enrolls a Junior Player to pay registration or enrolment fees in respect of that Junior Player, no Junior Member will be required to pay a membership fee.
- d A person will automatically cease to be a Junior Member on the 31 March of the calendar year following the calendar year in which that person was last enrolled as a Junior Player.

4.6 **Volunteer Members:**

- a Any person who is not already an Ordinary Member and who:
 - i assumes the role of a volunteer coach or manager for the Club ('**Volunteer Role**');
and
 - ii consents to becoming a Member (whether at the time of assuming a Volunteer Role, or later),

will become a Volunteer Member.
- b A Volunteer Member who becomes an Ordinary Member will cease to be a Volunteer Member.
- c A Volunteer Member has full voting rights.
- d No Volunteer Member will be required to pay a membership fee.
- e Any person who is a Volunteer Member ceases to be a Member upon that person ceasing to hold a Volunteer Role.

4.7 **Life Members:**

- a Any Member may nominate any individual to become a Life Member of the Club, with the consent of that individual, by giving notice in writing to the Executive Committee of the nomination.
- b The Executive Committee has sole discretion to approve the grant of status of Life Member to any person.
- c A Life Member has no voting rights.
- d No Life Member will be required to pay a membership fee.
- e A Life Member will remain a Member unless and until they cease to be a Member in accordance with clause 4.8.

4.8 **Ceasing to be Member:** A person ceases to be a Member:

- a if that person is an Ordinary Member, in accordance with clause 4.2d;

- b if that person is deemed to be a Member under clause 4.3a, in accordance with clause 4.3e;
- c if that person is deemed to be a Member under clause 4.4a, in accordance with clause 4.4e;
- d if that person is a Junior Member, in accordance with clause 4.5b5d;
- e if that person is a Volunteer Member, in accordance with clause 4.6c6e;
- f on death;
- g if their membership is terminated under clause 4.11a;
- h if their membership is terminated following a dispute resolution process or such other process set out or referred to in this Constitution.

4.9 Members' rights: Members:

- a are bound by, and must comply with, this Constitution and the Bylaws, and to the extent they apply, the statutes, rules, procedures or policies of Capital Football Federation and New Zealand Football;
- b are entitled to all rights and entitlements granted by this Constitution or as determined by the Executive Committee; and
- c do not have any rights of ownership of, or the automatic right to use, the Club's property.

4.10 Members' obligations: Members must:

- a promote the interests and purposes of the Club;
- b not do anything to bring the Club into disrepute; and
- c otherwise meet all the member requirements set out in this Constitution and the Bylaws or as otherwise set by the Executive Committee, including payment of any registration, membership or other fees required by the Executive Committee within the required time period.

4.11 Termination of membership:

- a If a Member fails to comply with that Member's obligations under clause 4.10, the Executive Committee may terminate that Member's membership by notice to that Member.
- b On termination of a Member's membership, the Member continues to be bound by this Constitution.

4.12 Consequences of ceasing to be a Member: A Member who ceases to be a Member:

- a remains responsible to pay all outstanding registration, enrolment, membership and other fees payable by that Member to the Club;
- b must return all the Club's property if required; and

- c ceases to be entitled to any rights of a Member.

4.13 **Registration, enrolment and Membership fees:**

- a An Ordinary Member must pay all registration, enrolment or other membership fees payable in respect of their enrolment of a Junior Player, by the due date specified by the Executive Committee.
- b The Executive Committee may decide to waive the requirement to pay registration or enrolment fees, or reduce the amount payable, in relation to a particular Junior Player.
- c An Ordinary Member's voting rights at a General Meeting will be suspended if, as at the date of that General Meeting, the Ordinary Member has not paid any registration or enrolment fees payable in respect of their enrolment of a Junior Player which have fallen due prior to the date of that General Meeting.

4.14 **Register of Members:**

- a The Executive Committee must keep an up-to-date register of Members which includes:
 - i each Member's name and Contact Details; and
 - ii the date each Member became a Member.
- b Each Member must provide notice to the Club of any change to that Member's Contact Details.
- c The Executive Committee must update the register of Members as soon as practicable after the Executive Committee becomes aware of changes to the information recorded in the register of Members.
- d The Executive Committee must keep a record of those who have ceased to be a Member within the previous seven years, including the date on which they ceased to be a Member.

5 **General Meetings**

- 5.1 **AGM:** The Executive Committee must ensure that an AGM is held once a year at the time, date and place as the Executive Committee decides, but:

- a no later than six months after the balance date of the Club; and
- b no later than 15 months after the previous AGM.

5.2 **Notice of AGM:**

- a The Members must be given at least 20 Working Days' notice of the AGM.
- b Notice to Members of an AGM may be given by posting the notice on the Club's website and/or Facebook page, or by email mailout to the email addresses of the Members as recorded in the Club's registration portal.

- 5.3 **Business of AGM:** The following business will take place at the AGM:

- a confirmation of the minutes of the previous AGM;

- b the Executive Committee's presentation of the following information during the most recently completed accounting period:
 - i the President's report;
 - ii the annual financial statements;
 - iii the review report of the financial statements;
 - iv 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);
 - c the election of the Elected Executive Committee Members;
 - d consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM; and
 - e 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 the Club notice of any proposed motions and other items of business for the AGM at least 10 Working Days before the date of the AGM.
- 5.5 **Notice of agenda:**
- a The Executive Committee must send notice of the agenda containing the business to be discussed at the AGM to all persons entitled to attend the AGM, at least five Working Days before the date of the AGM.
 - b No additional items of business can be voted on other than those set out in the agenda, provided that the Members present may agree unanimously to discuss any other items.
- 5.6 **Calling of SGM:** The Executive Committee must call a SGM if the Executive Committee receives a written request stating the purpose of the SGM from:
- a any three Executive Committee Members; or
 - b by 30 or more Members.
- 5.7 **Notice of SGM:** The Executive Committee must give Members at least 20 Working Days' notice of the SGM, unless the Executive Committee, in its discretion, decides that the nature of the SGM business is of such urgency that a shorter period of notice is appropriate.
- 5.8 **Matters considered at SGM:** An SGM may only consider and deal with the business specified in the request for the SGM.
- 5.9 **Method of holding General Meeting:** A General Meeting may be held by a quorum of people being assembled in person at the time and place appointed in the notice of the General Meeting.
- 5.10 **Quorum:**
- a No business may occur at any General Meeting unless a quorum is present at the meeting's start time.



b The quorum for a General Meeting is 15 Members who are entitled to vote.

c The quorum must be present throughout the General Meeting.

5.11 No quorum at AGM:

a If a quorum is not met within 30 minutes of the AGM's scheduled start time or if the quorum ceases to be maintained during the AGM, the AGM is adjourned to a day, time and place set by the chair of the AGM.

b If no quorum is met at the further AGM, the Members present in person 15 minutes after the further AGM's scheduled start time are deemed to constitute a valid quorum.

5.12 No quorum at SGM: If a quorum:

a is not met within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled;

b ceases to be maintained during the SGM, the SGM will automatically come to a close.

5.13 Control of General Meetings:

a The President chairs General Meetings.

b If the President is unavailable, the Members present will elect a person to chair the General Meeting.

5.14 Omissions and irregularities:

a The General Meeting and its business will not be invalidated if one or more Members do not receive notice of the meeting.

b 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:

i the chair of the meeting in their discretion determines that it is still appropriate for the meeting to proceed despite the irregularity, error, or omission; and

ii 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.

5.15 Rights to attend and speak: Members and any other persons invited by the Executive Committee may attend and speak at General Meetings.

5.16 Members' entitlement to vote: Subject to the voting entitlements applicable to each category of Member as set out in clauses 4.2, 4.3, 4.4, 4.5, 4.6 and 4.7, a Member is entitled to exercise one vote on any motion at a General Meeting only if that Member attends the General Meeting in person.

5.17 Conduct of voting: Voting is conducted by voices or a show of hands as determined by the chair of the meeting, unless:

a a secret ballot is called for by:



- i the chair; or
 - ii no fewer than eight Members present at the General Meeting; or
 - b otherwise required under this Constitution.
- 5.18 **No voting by electronic means:** Voting by electronic means is not permitted at a General Meeting.
- 5.19 **No voting by proxy:** Proxy voting is not permitted at a General Meeting.
- 5.20 **Minutes:** The Executive Committee must ensure that minutes are kept of all General Meetings.
- 5.21 **Resolution:** An Ordinary Resolution of Members at a General Meeting is sufficient to pass a resolution, except where the Act or this Constitution requires otherwise.

6 Executive Committee

- 6.1 **Functions and powers:** Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution the Executive Committee:
- a must manage, direct or supervise the operation and affairs of the Club; and
 - b has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of the Club.
- 6.2 **Composition:** The Executive Committee consists of no fewer than six Executive Committee Members, and no more than eight Executive Committee Members, being:
- a the following persons who are elected by Members at a General Meeting (**'Elected Executive Committee Members'**) in accordance with clause 6.5 or appointed under clause 6.6:
 - i the President;
 - ii the Compliance Officer;
 - iii the Treasurer;
 - iv the Club Captain;
 - v the Vice Captain;
 - vi the Membership Officer; and
 - b no more than two additional Executive Committee Members who are appointed from time to time by unanimous agreement of the Elected Executive Committee Members (**'Appointed Executive Committee Members'**).
- 6.3 **Role of Elected Executive Committee Members:** The role of each Elected Executive Committee Member will be as set out in the Club's register of role accountabilities maintained and updated by the Executive Committee.



- 6.4 **Role of Appointed Executive Committee Members:** The role of an Appointed Executive Committee Member will be as agreed with the Appointed Executive Committee Member (whether prior to or after their appointment).
- 6.5 **Election of Elected Executive Committee Members:** Elected Executive Committee Members are elected as follows:
- a The Executive Committee must call for nominations for each of the Executive Committee Member positions at least 20 Working Days before the AGM.
 - b Nominations are to be made in the form decided by the Executive Committee and must be received by the date set by the Executive Committee and if no date is set, at least 10 Working Days before the AGM.
 - c The Executive Committee must give notice of the nominations to all Members at least two Working Days before the AGM.
 - d For each Executive Committee Member position that is vacant, the election will be voted on in accordance with clause 5.17, in which case:
 - i if there is more than one nominee for a vacant position:
 - A the nominee who has the highest number of votes in their favour for the vacant position is declared elected; and
 - B 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;
 - ii if there is only one nominee for a vacant position:
 - A that nominee may be elected by a majority of votes cast; and
 - B if the nominee does not receive a majority of votes cast, the position will be declared to be subject to a Casual Vacancy and clause 6.6 will apply.
 - iii if there is no nominee for a vacant position, the position will be declared to be subject to a Casual Vacancy and clause 6.6 will apply.
- 6.6 **Casual Vacancy:** If a Casual Vacancy arises at or at any time after the AGM, the remaining Executive Committee Members may:
- a appoint a person of their choice to fill the Casual Vacancy until the next AGM; or
 - b leave the Casual Vacancy unfilled until the next AGM.
- 6.7 **Removal of Executive Committee Member:**
- a The Executive Committee may by unanimous agreement (subject to clause 6.7b) remove any Executive Committee Member from the Executive Committee before the expiry of their term of office if the Executive Committee considers the Executive Committee Member concerned:
 - i has seriously breached their duties under this Constitution or the Act; or
 - ii is no longer a suitable person to be a Executive Committee Member.

- b The Executive 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 and without limiting clause 15, the Executive Committee Member who is the subject of the motion must be given:
 - i notice that a Executive Committee meeting is to be held to discuss the motion to remove the Executive Committee Member; and
 - ii adequate time to prepare a response; and
 - iii the opportunity prior to the Executive Committee meeting to make written submissions; and
 - iv the opportunity to be heard at the Executive Committee meeting.

6.8 **Qualifications:** Every person who is elected or appointed as an Executive Committee Member must, in writing, prior to their election or appointment:

- a consent to:
 - i becoming a Member, if not already a Member prior to their election or appointment (as contemplated by clauses 4.3aii and 4.4aii); and
 - ii becoming a Executive Committee Member; and
- b certify that they are not disqualified from being elected or holding office as a Executive Committee Member by this Constitution or under section 47 of the Act.

6.9 **Disqualification:**

- a The following persons are disqualified from being elected or holding office as a Executive Committee Member:
 - i a person who fails to comply with their obligations under clause 6.8 prior to being elected or appointed to office as an Executive Committee Member;
 - ii a person who is an employee of, or independent contractor to, the Club;
 - iii a person who is a spouse or civil union partner of, or in a de facto relationship with, another Executive Committee Member;
 - iv a person who is disqualified from being elected or holding office as a Executive Committee Member under section 47 of Act; and/or
 - v a person who has been removed as a Executive Committee Member following a process under this Constitution or any Bylaw.
- b If an existing Executive Committee Member assumes any position referred to in clause 6.9ai, then upon their appointment to such a position, that Executive Committee Member is deemed to have vacated their office as a Executive Committee Member.
- c If any of the circumstances listed in clause 6.9aiv apply to an existing Executive Committee Member, that Executive Committee Member is 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:

- a The term of office:
 - i for any person appointed to fill a Casual Vacancy, expires at the end of the next AGM held after the date of their appointment;
 - ii for all other Elected Executive Committee Members, expires at the end of the next AGM held after the date of their election;
 - iii for Appointed Executive Committee Members, expires at the end of the next AGM held after the date of their appointment.
- b Subject to clause 6.10d, a person may be elected as an Elected Executive Committee Member for a maximum of two consecutive terms of office.
- c There is no maximum term of appointment for Appointed Executive Committee Members.
- d The term of any period served by an Elected Executive Committee Member to fill a Casual Vacancy is disregarded for the purposes of calculating the total term served.

6.11 Executive Committee Member ceasing to hold office: A person ceases to be a Executive Committee Member if:

- a their term expires;
- b the person resigns by delivering a signed notice of resignation to the Executive Committee;
- c the person is removed from office under clause 6.7;
- d the person becomes disqualified from being an Executive Committee Member under clause 6.9; or
- e the person dies.

7 Duties of Executive Committee Members and Officers

A Executive Committee Member (being an Officer of the Club) and any other person who occupies the role of an Officer of the Club:

- 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 (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 the Club 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 on which the Officer did not serve in relation to matters within the other Officer's or the 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.

8 Executive Committee meetings

8.1 Calling meetings: Executive Committee meetings may be called at any time by:

- a the President; or
- b any other three Executive Committee Members.

8.2 Meeting procedure: Except to the extent specified in the Act or this Constitution, the Executive Committee may regulate its own procedure.

8.3 Quorum:

- a The quorum for a Executive Committee meeting is five Executive Committee Members.
- b Any Executive Committee Member may be counted for the purposes of a quorum, participate in any and vote on any proposed resolution at a Executive Committee meeting without being physically present, by audio or audio-visual link or other electronic communication provided that all persons participating in the Executive Committee meeting can hear each other effectively and simultaneously.

8.4 Chair:

- a The President will chair Executive Committee meetings.

- b If the President is unavailable, the Executive Committee must appoint another Executive Committee Member to undertake the role of the chair during the period of unavailability.

8.5 **Voting:**

- a Each Executive Committee Member has one vote.
- b Voting is by voices or on request of any Executive Committee Member by a show of hands or by a ballot.
- c Proxy and postal votes are not permitted.
- d Voting by electronic means is permitted.
- e If there is an equality of votes, the Chair does not have a casting vote.

8.6 **Resolution in writing:**

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

9 **Subcommittees**

The Executive Committee may at any time:

- a appoint subcommittees for such purposes and upon such terms and conditions as the Executive Committee thinks fit; and
- b delegate to any subcommittee any power, authority or discretion of the Executive Committee under this Constitution or the Act.

10 **Operational Committee**

10.1 **Establishment of Operational Committee:** The Executive Committee will establish and maintain a committee ('**Operational Committee**') the functions of which will be to carry out the day-to-day operations of the Club, under the oversight and direction of the Executive Committee

10.2 **Executive Committee ultimately responsible:** The Executive Committee:

- a will be ultimately responsible for the acts and omissions of the Operational Committee;
- b must establish such policies and delegations as are appropriate to enable the members of the Operational Committee to carry out their roles with oversight of the Executive Committee.

10.3 **Members of Operational Committee:** The members of the Operational Committee ('**Operational Committee Members**') will be:

- a the Club Captain;



- b the Vice Club Captain; and
- c the persons appointed by the Executive Committee in accordance with clause 10.4.

10.4 **Appointment of additional members of Operational Committee:** The Executive Committee may at any time appoint any individual (with that individual's consent) to any of the following roles to assist with the operations of the Club:

- a grade coordinators (including for Girls-Only grades);
- b a gear coordinator;
- c an events coordinator;
- d a communications coordinator;
- e a tournament coordinator; and
- f any other role approved by the Executive Committee by unanimous agreement.

10.5 **Status of member of Operational Committee:** Without limiting the application of the Act, no person who is a member of the Operational Committee will be an Officer of the Club solely by reason of being a member of the Operational Committee.

10.6 **Procedure and meetings:** Subject to any direction from the Executive Committee, the Operational Committee:

- a may hold meetings on an ad hoc basis between those members of the Operational Committee that need or wish to be involved in any decisions affecting their role;
- b may otherwise regulate its own procedure.

11 Finances

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

11.2 **Balance date:** The Club's balance date is 30 September or such other date as the Executive Committee decides.

11.3 **Review of financial statements:**

- a The Club's financial statements must be reviewed each year and the reviewed financial statements must be submitted to the AGM.
- b The reviewer will be appointed by the Executive Committee.

11.4 **No personal benefit:**

- a The Officers and Members may not receive any distributions of profit or income from the Club.
- b Clause 11.4a does not prevent Officers or Members:

- i receiving reimbursement of actual and reasonable expenses incurred, or
- ii entering into any transactions with the organisation 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:** Subject to clause 12.3, this Constitution may only be amended or replaced by Special Resolution of Members at a General Meeting.

12.2 **No amendment:** No addition to, deletion from or alteration of this Constitution may be made which would allow personal pecuniary profits to any individuals.

12.3 **Minor effect or technical alteration:**

- a 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 Executive Committee 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.
- b If the Executive Committee does not receive any objections from Members within 20 Working Days after the date on which the notice is sent, or any longer period of time that the Executive Committee decides, then the Executive Committee may make that amendment.
- c If the Executive Committee does receive an objection, then the Executive Committee may not make the amendment.

13 Matters not provided for

If any matter arises that, in the opinion of the Executive Committee, is not provided for in this Constitution or any Bylaws, the Executive Committee may determine that matter.

14 Bylaws

14.1 **Executive Committee may make Bylaws:**

- a The Executive Committee may by Special Resolution make and amend Bylaws for the conduct and control of the Club's activities and codes of conduct applicable to Members.
- b A Bylaw must be consistent with:
 - i the Club's purposes set out in clause 3;
 - ii the Act; and
 - iii any other laws.



14.2 **Effect of Bylaws:** All Bylaws are binding on the Club and the Members.

14.3 **Not an amendment of this Constitution:** The making, amendment, revocation, or replacement of a Bylaw is not an amendment of this Constitution.

15 Dispute resolution

15.1 **Making complaints:** A Member or a Executive Committee Member may make a complaint in writing (including by electronic mail) to the Executive Committee.

15.2 **Requirements of a complaint:** The written complaint must set out the allegation, who it relates to and provide sufficient supporting details in order for the Executive Committee to be properly advised.

15.3 **Executive Committee's powers on receiving complaints:** The Executive Committee has the power to use any or a combination of the below mechanisms, where relevant and applicable when resolving a dispute:

- a to investigate and determine the matter as set out in clause 15.4;
- b to refer to the matter to the Capital Football Federation; and/or
- c to rely on the relevant Capital Football Federation and/or New Zealand Football Statutes, constitutions, regulations, policies, procedures or guidelines to determine a matter, including use of the New Zealand Football Disciplinary Code, the New Zealand Football Code of Conduct and the New Zealand Football Code of Ethics and the relevant Regional Association Disciplinary and Ethics Executive Committee.

15.4 **Principles and procedures the Executive Committee must follow:** The Executive Committee must adhere to the following principles and procedures when investigating or determining a matter under clause 15.3a:

- a The Executive Committee in the first instance will determine whether the complaint is frivolous, vexatious or otherwise without merit before investigating or determining a complaint.
- b No reasons need to be given by the Executive Committee for a determination to proceed or not with a complaint as set out in clause 15.4a.
- c Unless otherwise required by the Capital Football Federation, the Executive Committee will have the power to conduct and regulate the proceedings as the Executive Committee sees fit having regard to the principles of natural justice, the circumstance of the complaint and this clause 15.
- d The standard of proof will be 'on the balance of probabilities'.
- e The onus of proof rests with the complainant.
- f A person who makes a complaint has a right to be heard either in writing, or at an oral hearing, or both, as determined by the Executive Committee.
- g A person who is the subject of the allegations or complaint, has a right to be heard either in writing, at an oral hearing, or both, as determined by the Executive Committee.

- h The Executive Committee will, subject to clause 15.4a, investigate and resolve disputes in a fair and efficient manner.
- i The Executive Committee may refer the complaint to an external person for the purposes of conducting an independent investigation and/or decision making.
- j Any Executive Committee Member who is empowered to investigate or determine a complaint must be impartial and able to consider the matter without a predetermined view.
- k If two or more other Executive Committee Members on reasonable grounds believe that the chosen Executive Committee Member may not be impartial, the Executive Committee must refer the matter to another Executive Committee Member or external person for investigation and decision making.

16 Liquidation and removal

16.1 Notice:

- a The Executive Committee must give notice to all Members at least 20 Working Days' notice of a proposed motion:
 - i to appoint a liquidator;
 - ii to remove the Club from the Register of Incorporated Societies; or
 - iii for the distribution of the Club's surplus assets.
- b The notice must:
 - i comply with section 228 of the Act; and
 - ii include details of the General Meeting at which the proposed motion is to be considered.

16.2 **Special Resolution:** Any resolution for a motion referred to in clause 16.1 must be passed by a Special Resolution of Members.

16.3 **Surplus assets:** The surplus assets of the Club, after the payment of all costs, debts and liabilities, must be disposed of to a not-for-profit entity that shares similar purposes to the Club (being a football club within the Wellington region).