

# **MANAWATU TRIATHLON CLUB INCORPORATED**

## **Constitution –approved at the AGM on 30/8/15**

### **1. NAME**

1.1 The Club shall be called “Manawatu Triathlon Club Incorporated” and shall hereinafter be referred to as “the Club”.

### **2. REGISTERED OFFICE**

2.1 The registered office of the Club shall be the President’s address, or at such other place within Palmerston North as the Management Committee shall from time to time decide.

### **3. OBJECTS**

- a. To promote and organise triathlon, duathlon and other multisport events.
- b. To promote, foster and encourage participation in triathlon, duathlon and other multisport events.
- c. To promote good behaviour and attitudes conducive to good conduct and fair play.
- d. To operate administratively and financially in a responsible and viable way to support and sustain the above objectives for its members.
- e. If so desired by a majority vote at an Annual General Meeting, affiliate with Triathlon New Zealand.

### **4. MEMBERSHIP**

4.1 Membership of the Club shall consist of:

- (a) Those persons who are members of the Club immediately prior to the adoption of these new rules.
- (b) Ordinary financial members who apply for and are granted membership on a prescribed form accompanied by the appropriate annual subscription fee.
- (c) Junior members who are members in accordance with 4.1(a) or 4.1(b) but are under the age of 18. These members may not vote or be appointed to the Management Committee.

4.2 Life membership shall be conferred at an Annual General Meeting of the Club on the recommendation of the Management Committee. Life members shall be entitled to all the privileges of the Club and shall be exempt from payment of any membership subscription or entry fees for Club events.

4.3 Honorary membership shall be conferred at an Annual General Meeting of the Club on the recommendation of the Management Committee. Honorary membership may be conferred upon members in recognition of their service to the Club or the sport. Honorary members shall be entitled to all the privileges of the Club and shall be exempt from payment of any membership subscription for the current financial year only. Honorary memberships may be individual or family memberships.

4.4 Except as otherwise provided by these rules, members shall pay an annual membership subscription which shall be determined each year by the Club at its Annual General meeting and failing determination as aforesaid then the subscription payable by members

for the preceding financial year shall continue to be payable by all members of the then current financial year.

- 4.5 Members serving on the Management Committee shall be exempt from paying membership fees or entry fees for Club events, during their time of service.
- 4.6 Every member of the Club shall be bound by these rules and by the by-laws of the Club from the time of election to membership and notwithstanding non-payment of any membership fees.
- 4.7 A Register of members shall be kept showing the names and addresses of all members of the Club and no person shall be a member or entitled to the privileges of membership unless his name appears in such register. Every person who ceases to be a member of the Club shall have his/her name removed from the register. A person ceases to be a member of the Club upon:
- (a) Receipt by the Secretary of that person's written notice of resignation.
  - (b) On the 31<sup>st</sup> October or any other date as determined by the Annual General Meeting where a member has not paid his/her annual membership subscription. This clause is subject to 4.6 (c).
  - (c) The Management Committee may decide at any meeting to permit a person under clause 4.6 (b) to remain as a member provided all arrears of subscription are met within such period as the Management Committee allows, or when the Management Committee may decide at any meeting to cancel that person's liability for any of the arrears of subscriptions.
  - (d) Suspension as herein provided.
  - (e) Expulsion as herein provided.
  - (f) At termination or suspension of membership, the member must pay any outstanding subscriptions and fees and return any Club property in their possession.
  - (g) A suspended member may not participate in Club events during a suspension period. An expelled member may not participate in Club events unless readmitted in accordance with 4.6 (h).
  - (h) The Management Committee may at its discretion at any time readmit a person to membership upon such conditions as the Management Committee may think fit.
- 4.8 Upon receipt of a written allegation of misconduct or a dispute the Management Committee may establish a Disciplinary Committee to hear the matter.
- (a) The Disciplinary Committee shall consist of not less than three people and may contain members or non-members. A persons appointed to the Disciplinary Committee should not have a conflict of interest with the alleged misconduct or dispute.
  - (b) In the event of a dispute or disciplinary matter requiring a hearing before the Disciplinary Committee, the member concerned shall be given at least fourteen (14) days' notice in writing as to the nature of the alleged misconduct or dispute and the proposed time and place of the hearing; unless the member, given the option, chooses an earlier date and time suitable to all parties.
  - (c) The member concerned must be given the opportunity to be heard by the Disciplinary Committee and to present his or her case before any decision is pronounced.
  - (d) In considering the submissions made by any member, the Disciplinary Committee shall have regard, at all times, to the rules of natural justice.
  - (e) The member concerned if they so choose, may have an advocate or support person of their choice present at any such hearing.

- (f) The decision of the Disciplinary Committee shall be binding upon the member concerned. Nevertheless the member concerned shall have thirty (30) days from the date of being advised in writing of the decision to appeal against that decision. Any such appeal must be lodged in writing with the Management Committee.
- (g) The member may appeal the decision of the Disciplinary Committee to the Management Committee. An appeal may only be made on one or more of the following grounds:
  - a. That natural justice was denied.
  - b. That substantially new evidence has become available after the decision which is being appealed, was made.
  - c. That any penalty imposed by the Disciplinary Committee was either excessive or inappropriate.
- (h) The member must be given fourteen (14) clear days' notice in writing of the time and place of hearing of any such appeal before the Management Committee. Members of the Management Committee who may have a conflict of interest with the appeal should not be present or have voting rights on the outcome of the appeal.

## **5 MEETINGS**

### **5.1 Annual General Meetings**

5.1.1 The Annual General meeting of the Club shall be held each year not earlier than one month nor later than six months after the end of any financial year and shall be held at such time and place as shall be decided by the Management Committee.

5.1.2 Prior to or at the Annual General meeting the members shall receive from the Management Committee the Annual Report and the Accounts and Balance Sheet for the preceding financial year, they shall appoint an auditor and approve officers of the Management Committee and shall transact such other business as may properly be transacted by the Club in a General meeting. The following will be the order of business:

- (a) Consideration of the report and of the accounts and balance sheet.
- (b) The approval of the Management Committee.
- (c) The appointment and remuneration of an auditor.
- (d) Confirmation of subscriptions.
- (e) Special business.
- (f) General business.

5.1.3 The secretary shall, not less than fourteen (14) days before such Annual General Meeting, send each member a notice mentioning the day, place and hour of the meeting and the business to be transacted thereat.

5.1.4 Every member shall be entitled to receive a copy of the Financial Accounts for the year under review and of the Management Committee report thereon.

### **5.2 Special General Meeting**

A Special General meeting of the Club may be called by direction of the Management Committee at any time or shall be called by the Secretary within one calendar month after receipt of a requisition to that effect signed by not less than ten members of the Club, specifying the object or objects of such Special Meeting. Notice of any such meeting specifying the time and place thereof and specifying matters to be discussed thereat shall be sent to all members at least fourteen (14) days prior to the date for the holding thereof. No business shall be transacted at any Special General Meeting

except that which notice has been given as aforesaid. Every Special Meeting shall be held at such time and place as shall be decided by the Management Committee.

### 5.3 Chairperson

The Chairperson of the Management Committee shall take the Chair at all Annual or Special General Meetings of the Club. If at any such meeting the Chairperson shall not be present the members present shall choose one of the other members of the Management Committee to be Chairperson.

### 5.4 Voting Rights

5.4.1 At all Annual or Special General Meetings of the Club, each financial member eligible to vote shall be entitled to one vote and in the event of an equality of votes the Chairperson of the meeting shall be entitled to a second or casting vote.

5.4.2 No voting by proxy shall be allowed at any General meeting of the Club.

5.4.3 No objection shall be made to the validity of any vote except at the meeting or ballot at which such vote is tendered and every vote not disallowed at such meeting shall be deemed valid. The Chairperson of the meeting shall be the sole and absolute judge of the validity of any vote tendered at any meeting or ballot.

5.4.4 If members demand a ballot it shall be taken in such a manner as the Chairperson directs and the results of the ballot shall be deemed to be the resolution of the Club. The demand for a ballot at a General Meeting shall not prevent the transaction of any business other than that on which the ballot has been demanded. At every meeting at which a ballot is taken the meeting shall appoint two of their number as scrutineers and upon the closing of the ballot the scrutineers shall collect the ballot papers, determine the result of the ballot and report such result to the Chairperson of the meeting.

5.5 In respect of the notice to members of every General Meeting pursuant to Rules 5.1.3 and 5.2 the same shall be given to every member of the Club by post addressed/email to their last known address appearing in the Register of Members and every such notice shall be deemed to have been given and to have been received at the expiration of seventy-two hours from posting of such notice. The accidental omission to give notice of a meeting to, or the non-receipt of a notice by, any member shall not invalidate the proceeding of any meeting.

## 6 OFFICERS

6.1 The officers of the Club shall be members of the Management Committee.

## 7 MANAGEMENT COMMITTEE

7.1 The Management Committee shall consist of:

(a) President (who shall be Chairperson)

(b) Vice President

(c) Secretary

(d) Treasurer

(e) And at least two (2) and not more than ten (10) ordinary members, decided by the Annual General Meeting. One of these ordinary member positions may be reserved from time to time for an appointed member from an associated body.

7.2 The Management Committee shall hold office until the next Annual General Meeting.

- 7.3 If the position of any officer holder becomes vacant between Annual General Meetings, the Management Committee may appoint another Management Committee member to fill that vacancy until the next Annual General Meeting.
- 7.4 Vacancies arising in the Committee shall be filled by a resolution of the Committee and persons so co-opted shall hold office until the next Annual General Meeting.
- 7.5 A simple majority shall decide all decisions of the Management Committee.
- 7.5 Members of the Management Committee shall forfeit their place, if without special leave being granted and recorded in the minutes, they:
- (a) Are absent from three (3) consecutive Committee meetings; or
  - (b) By notice in writing from the Management Committee are called upon to resign for any reason, which the Management Committee deems expedient.
- 7.6 At all meetings of the Management Committee, where there is any equality of votes, the Chairperson shall have the casting vote in addition to their own deliberative vote.
- 7.7 In the absence of the Chairperson, such a meeting shall be presided over by such other member of the Management Committee, as the Management Committee shall determine.

## **8 MANAGEMENT**

- 8.1 The Management Committee shall have the full power to control and conduct the affairs and business of the Club and generally to exercise all powers granted or implied under these rules and to adopt such measures as the Management Committee deems fit in the interests of the Club and its members.
- 8.2 In addition (but not by way of limitation) to other powers vested in the Management Committee, it is hereby expressly directed that the Management Committee shall be entrusted with and may perform and exercise the following powers and duties:
- (a) May enter into all such negotiations contracts and agreements in the name and on behalf of the Club, as the Management Committee may deem expedient.
  - (b) May from time to time make alter or amend or repeal any by-law or house rule related to or for more effectively carrying out these rules and in regulating the proper conduct of the Club and its members as the Management Committee may deem expedient provided that such by-laws shall not be inconsistent with these rules.
  - (c) Shall have full control of the funds of the Club and may make such arrangements, as the Management Committee deems advisable for the opening of the current or deposit accounts with any bank or banker.
- 8.3 The liability of the Management Committee shall be limited to the assets of the Manawatu Triathlon Club.
- 8.4 The President, Secretary, Treasurer, and other officers of the Club who may by the authority of the Committee accept or incur any financial liability on behalf of the Club shall be indemnified by the Club against any personal loss in respect of such liability.
- 8.5 No member or person associated with the Club shall derive any income, benefit or advantage from the Club where they can materially influence the payment of income, benefit, or advantage, except where that income, benefit or advantage is derived from:

- (a) Professional services to the Club rendered in the course of business charged at no greater cost than current market rates.
- (b) Interest on money lent at no greater than current market rates.

## **9 RULES**

- 9.1 The Club may from time to time amend, alter, extend, add to or rescind any of its Rules or make any new Rule by resolution of an Annual General Meeting or a General Meeting of the Club called for that purpose.
- 9.2 No such resolution altering the Rules of the Club shall take effect or be binding on the Club unless:
  - (a) Notice of motion thereof has been given in writing to the Secretary by either the Management Committee or at least ten (10) members who have signed such notice of motion not less than one calendar month prior to the General Meeting at which the resolution is to be moved and
  - (b) Notice of such resolution is forwarded to all members (in accordance with Rule 5.5 hereof) not less than seven days prior to such General Meeting, and
  - (c) At such General Meeting such resolution is carried by a majority of not less than two-thirds the members present and voting thereon.
- 9.3 Any member shall on request to the Secretary be provided with a complete and accurate copy of the Rules of the Club and may be charged for such copy fee as the Management Committee may from time to time decide.

## **10 DISSOLUTION**

- 10.1 A majority of the members present and voting at a General Meeting convened for the purpose of which not less than fourteen (14) days notice has been given to all members in accordance with Rule 5.5 hereof, may, provided that all the debts and liabilities of the Club have been discharged or provided the cash funds of the Club in hand exceed the debts and liabilities of the Club, resolve that the Club be dissolved as from a date to be named in such resolution and may also direct the method of the disposition of the surplus funds and property of the Club after dissolution thereof. Any resolution aforesaid shall be confirmed at a subsequent General Meeting of the Club called for that purpose and held not earlier than thirty days after the date on which the resolution so to be confirmed was passed. On the dissolution or winding up of the Club all its assets shall be realised in a manner to be decided at the Special General Meeting herein before mentioned and there shall be paid from the proceeds thereof all the debts and liabilities owing the Club. If upon winding up or dissolution of the organisation there remains after the satisfaction of all debts and liabilities whatsoever the same shall not be paid or distributed among members of the organisation but shall be given or transferred to some other organisation or body with similar objects to this organisation or for some other charitable purpose with New Zealand.

## **11. AUDITOR**

- 11.1 Members at the Annual General Meeting may appoint a duly qualified Chartered Accountant not being an officer of the Club.

## **12. COMMON SEAL**

12.1 The Common Seal of the Club shall be in such form as from time to time be decided by the Management Committee and shall be affixed to any document only in pursuant of the resolution of the Management Committee, and every document or instrument to which the seal shall be affixed shall be signed by the president and by two other members of the Management Committee.

### **13. QUORUM**

13.1 The quorum for all meetings of the Management Committee shall be five members, (including two office holders).

13.2 Twenty (20) or 10% of the current voting membership, whichever is the greater, present shall form a quorum at any Annual or Special general Meeting.

### **14. EVENTS**

14.1 All events conducted by the Club shall be conducted under Triathlon NZ rules subject to such local conditions as may be decided by the Management Committee.

### **15. INLAND REVENUE APPROVAL**

15.1 No addition to or alteration of the objects, personal benefit clause or the dissolution clause shall be approved without Inland Revenue approval. 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.