

Rules of

AUCKLAND JOGGERS CLUB INCORPORATED

Incorporated Society 222511

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Part 1 – Objects and Powers

1. Name and Registered Office

- 1.1 The name of the society shall be Auckland Joggers Club Incorporated (the "Club").
- 1.2 The Registered Office of the Club shall be located in such a place as the Executive Committee (the "Executive") may from time to time determine. The location of the Registered Office shall be notified to the Registrar of Incorporated Societies.

2. Objects

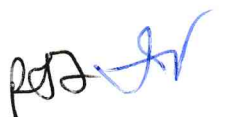
The objects of the Club are:

- 2.1 To administer, foster, encourage, develop, promote and deliver amateur jogging and walking.
- 2.2 To promote social activities and good comraderie amongst members.
- 2.3 To administer, foster, develop, promote and deliver participation in physical activity and leisure, with a view to improving health and well-being and social development in Auckland, with a specific focus on jogging and walking.
- 2.4 To promote opportunities and facilities to enable, assist and enhance the participation, enjoyment and performance of members in the activities of the Club.
- 2.5 To promote and encourage participation in jogging and walking by individuals of all ages without discrimination, regardless of race, colour, gender, language, nationality, religion and ability, in the local community and general public.
- 2.6 To conduct jogging and walking events and sport and recreational activities.

3. Powers

In addition to its statutory powers, the Club has the power, subject in all cases to the Rules, to do the following:

- 3.1 affiliate and co-operate with other organisations of mutual interest;
- 3.2 maintain an Executive Committee;
- 3.3 determine its membership including withdrawing, suspending or terminating membership whilst at all times abiding by the Rules;
- 3.4 make, alter, rescind and enforce the Rules and any regulations, policies and procedures of the Club;
- 3.5 raise funds in a manner which the Club shall determine for the purposes of carrying out the objects of the Club;
- 3.6 purchase, lease, hire or otherwise acquire, hold, manage, maintain, insure, sell or otherwise deal with property and other rights, privileges and licences, on the proviso that any proposed purchase of property over the value of \$1000 must be first approved by a Special Resolution of the members of a Club at a General Meeting; the following financial



transactions incurred by the Club are expressly authorised to exceed the \$1000 limit where appropriately incurred:

- (a) Cornwall Park Sports Association Fees
 - (b) Insurance premiums
 - (c) Meals and costs associated with special events
 - (d) Accounting and audit fees
 - (e) Reinvestment of term deposits in any trading bank recognised by the Reserve Bank of New Zealand under s69 of the Reserve Bank of New Zealand Act 1989
 - (f) Replacement of any equipment previously owned by the Club such as the Club barbecue and Club kitchen chattels and equipment
 - (g) Purchase of uniforms or any other item of clothing or shoes for resale to Club members;
- 3.7 control and raise money including borrowing, or raising money with or without security, but such borrowing powers or any proposed borrowing or proposed mortgage of property, must first be approved by a Special Resolution of the members of the Club at a General Meeting;
- 3.8 sell, lease, mortgage, charge or otherwise dispose of any property of the Club and grant such rights and privileges over such property as it considers appropriate, on the proviso that any proposed granting of legal or equitable interest in property to any third party or any proposed mortgage of property must first be approved by a Special Resolution of the members of the Club at a General Meeting;
- 3.9 purchase or otherwise acquire all or any part of the property, assets and liabilities of any one or more organisations whose activities or objects are similar to those of the Club, or with which the Club is authorised to amalgamate or generally for the purpose designed to benefit the Club, on the proviso that this must first be approved by a Special Resolution of the members of the Club at a General Meeting;
- 3.10 determine, raise and receive money by subscriptions, donations, levies, entry or usage charges, sponsorship, government funding, community funding or otherwise;
- 3.11 enter into, manage and terminate contracts or other arrangements with employees, sponsors, members and other persons and organisations;
- 3.12 gift or loan money to any third party including any charitable (not for profit) incorporated society or charitable (not for profit) trust, on the proviso that any proposed gift or loan must first be approved by a Special Resolution of the members of the Club at a General Meeting. A proposed gift is approved by the Executive by consensus, that is, unanimously prior to the commitment being made. Where consensus is not obtained or the Executive is unsure whether to proceed, the decision is sought by a Special Resolution of the members of the Club at a General Meeting;
- 3.13 reimburse any Executive member or any other member for any travel costs incurred, including air travel, accommodation, fuel costs and/or meals, on the proviso that any proposed reimbursements over the value of \$1000 must first be approved by a Special Resolution of the members of the Club at a General Meeting;
- 3.14 do by all lawful means such acts or things which may be incidental, necessary or conducive to the attainment of all or any of the objects, provided that the above powers shall not limit the rights and powers of

the Club as an incorporated society under the Incorporated Societies Act 1908 or any replacement statute.

Part 2 – Membership

4. Categories of Membership

Membership of the Club shall be in one of the following categories and all members shall fulfil all obligations of membership as per the Rules.

- 4.1 **Ordinary Members** – all registered Club members. These members are regarded as full financial members with voting rights when any subscriptions due are paid.
- 4.2 **Lydiard Life Members** – all Life members of the Club. These members are regarded as full financial members with voting rights.
- 4.3 **Patron** – elected at the AGM. The patron has no voting rights.
- 4.4 **Associate Members** – other members not accounted for in 4.1 to 4.3. These members have no voting rights.

5. Application for Membership

- 5.1 Any person wishing to become a member of the Club shall apply to the Secretary following an authorised Club process, unless membership has previously been revoked then Rule 13.5 applies, and that application shall be considered by the Executive of the Club. The authorised Club process shall be made public and may include but not be limited to an application form available from the Club. All applications for membership are subject to approval by the Executive.
- 5.2 Every member of the Club shall provide the Executive with such personal information and details that are required by the Executive, including full name, postal and/or email address, phone numbers and any such information and particulars as is reasonably required by the Club to achieve its objects and in compliance with the Privacy Act 2020 or any equivalent provision under any replacement legislation. Should the member's collected details change during the term of membership, the member shall notify the Secretary.
- 5.3 Members consent to the Club making use of such information, only if the use of those details is consistent with the objects of the Club and in compliance with the Privacy Act 2020 or any equivalent provision under any replacement legislation.

6. Appointment of Life Members

- 6.1 An AGM of the Club shall have power to elect a candidate(s) to Life Membership of the Club, in recognition of distinguished and/or outstanding service to the Club for ten (10) years or more.
- 6.2 Any nomination for Life Membership shall be made in writing and signed by two financial members of the Club and be received by the Secretary one (1) month prior to the AGM at which it is intended to propose such nomination.

- 6.3 Any nomination for Life Membership shall in the first instance be considered by the Executive. If considered eligible for Life Membership and the Executive votes by ordinary resolution in favour of the nomination being recommended, it shall then be proposed to the next AGM.
- 6.4 The decision on appointment shall be by ballot and to succeed at the AGM the motion to award Life Membership must be passed by Special Resolution.
- 6.5 A Life Member shall be exempt from the payment of a subscription and shall have full voting rights at any General Meetings.

7. Appointment of Patron

- 7.1 A Patron may be elected by the members of the Club at any AGM and any person so elected shall hold that position until the next AGM following their election, when they shall retire but be eligible for re-election.
- 7.2 A Patron shall be exempt from the payment of a subscription and shall not have voting rights unless they are a member in another category entitled to vote.

8. Appointment of Associate Members

- 8.1 Ordinary members may seek to apply to the Club for Associate Membership:
- (a) if they have been a previously active member who no longer actively participates in jogging and/or walking activities of the Club and wish to remain in contact with the Club; or
 - (b) if they are a partner of an ordinary member and do not actively participate in jogging and/or walking activities of the Club.
- 8.2 Upon acceptance by the Executive of an Associate Membership and the payment of any fee required, as determined from time to time by the Executive, an Associate Member shall have all the rights of full or ordinary membership excluding voting rights and shall fulfil all obligations of membership as per the Rules.

9. Register of Members

- 9.1 The Club shall keep and maintain a register of all Club members, including information as per 5.2 and the type of membership and the date they became a member. The Club shall at all times comply with the Privacy Act 2020 or any replacement statute.
- 9.2 Long Service Awards. Any member who has completed an aggregate of ten (10) years membership shall be eligible for a Club award, badge or other suitable form of recognition as determined by the Executive.

10. Duration of Membership

- 10.1 The duration of ordinary membership and associate membership is annual and shall expire on the 30th of September each year.

- 10.2 Office Holders, Executive members and Patrons membership expires at the end of the next AGM, or SGM held for that purpose, after their election or appointment.
- 10.3 Life Membership does not expire unless they are subject to Rule 13 (Cessation of Membership).

11. Member Rights and Obligations


- 11.1 Every member shall observe the rules and any regulations, policies and procedures, as amended from time to time, by the Club, and uphold the standards, ethics and values of the Club, and must do nothing to bring the Club into disrepute.
- 11.2 Rights of membership shall be personal and shall not be assigned or transferred in any way for any purpose, including but not limited to voting, unless covered in Rule 11.3.
- 11.3 All fully financial Ordinary and Life members shall be entitled to one vote at any General Meeting.

12. Membership and Other Fees

- 12.1 Every member (excluding Life members and the Patron), shall pay all subscriptions as set by the AGM each year, after receiving a recommendation from the Executive, by the due date.
- 12.2 Any member who has not paid the set subscription at the time of a General Meeting will not be entitled to vote.
- 12.3 The Executive may also set any other fees in addition to the annual subscription, that are payable by members and other participants at events and activities held by or under the auspices of the Club.
- 12.4 The Executive may determine different subscriptions for different types of membership categories.

13. Cessation of Membership

- 13.1 **Resignation:** Any member may cease to be a member of the Club at any time, tendering their resignation in writing to the Secretary.
- 13.2 **Non Payment of Membership:** The annual subscription shall be due on the 1st day of October and those subscriptions not paid on the 1st day of December in each year shall be in arrears. Any member so in arrears shall be given at least fourteen (14) days' notice in writing by the Secretary or Treasurer that the membership is not valid and if they have not paid the subscription by the end of the fourteen (14) day notice period, may have their membership revoked.
- 13.3 **Other Reasons:** Any member may be liable for suspension, expulsion or revocation of membership or other penalties imposed by the Executive if it is found that a member:
 - 13.3.1 is unable to, does not comply with or commits a breach of any rule, regulation, policy, resolution or determination of a meeting of the Executive;
 - 13.3.2 brings the Club into disrepute (the "Breach").
- 13.4 **Procedures:** Before any determination or decision under Rule 13.3 is made, the Executive must give written notice of the Breach to the member (the "Executive Notice"). The Executive Notice must:



13.4.1

- a. Explain how the member is breaching the Rules or acting in a manner inconsistent with the Objects of the Club.
- b. Either state what the member must do in order to remedy the situation, if the Executive believes the situation is capable of being remedied; or state that the member must write to the Executive giving reasons why the Executive should not terminate the member's membership.
- c. State that if, within a further fourteen (14) days of the member receiving the Executive Notice, the Executive is not satisfied, the Executive may in its absolute discretion immediately terminate the member's membership.

13.4.2

Fourteen (14) days after the member has received the Executive Notice, the Executive may in its absolute discretion by majority vote terminate the member's membership by giving the member written notice (the "Termination Notice"), which takes immediate effect.

13.5 **Reinstatement:**

13.5.1 Any membership that has been revoked under the Rules may be reinstated only by the Executive.

13.6 **Right Of Appeal:**

13.6.1 For the period of twenty (20) days calculated from the date the Termination Notice is served, any member who is expelled, suspended or has their membership terminated, shall have the right to appeal in writing against their suspension, expulsion or termination. A Special Appeal Committee of three, chosen from life members or former Auckland Joggers Club presidents (excluding the Immediate Past President), shall be formed by the Executive Committee for the purpose of hearing the appeal. The decision of the Special Appeal Committee shall be final.

Part 3 – Governance

14. Executive Committee

14.1 **Composition of the Executive Committee**

- 14.1.1 The Officers of the Club shall be: The President, two Vice Presidents, Secretary, Treasurer, Club Captain and the immediate Past President in the year following that person's year as President, and together with three (3) other committee members shall form the Executive (which shall have a minimum of six (6) members in total).
- 14.1.2 The election of the Officers and Executive of the Club shall be held by ballot at each AGM. Current Members may nominate other members for a position on the Executive.
- 14.1.3 The President shall be elected at the AGM, or SGM held for that purpose, and shall not be permitted to hold any other office.
- 14.1.4 No member of the Executive shall be elected in more than

- one officer position.
- 14.1.5 If there is more than one candidate for one of the positions at the AGM, the highest polling candidate shall be declared elected. In the event of a tie in the votes, a second and succeeding ballots may be necessary to determine the winner from the two (2) highest polling candidates.
- 14.1.6 The Executive may fill any vacancies on the Executive left open at the conclusion of the AGM by appointing members on to the Executive and such members shall have full voting rights.
- 14.1.7 Should any office of the Club become vacant or should a vacancy occur on the Executive during the year/season, then the Executive may appoint a person to fill such vacancy and such members shall have full voting rights.
- 14.1.8 Each member of the Executive whether elected at the AGM or appointed on to the Executive after the AGM shall, subject to Rule 13 (Cessation of Membership), hold office for a term expiring at the close of the next AGM, or SGM held for that purpose.
- 14.1.9 Each member of the Executive shall be eligible for re-election at the next AGM following their appointment or election or SGM held for that purpose.
- 14.1.10 No more than two (2) members of the same household/family shall hold any of the named officer's positions at the same time.
- 14.1.11 The President shall not be eligible for immediate re-election after he or she has served three (3) consecutive years, but he or she shall be eligible for later re-election.

14.2 Ineligibility for the Executive Committee

A person seeking election or appointment or to remain in office on the Executive shall be ineligible if one of the following applies:

- 14.2.1 the person is under the age of 18;
- 14.2.2 the person has been convicted of a crime in the last ten (10) years under the Crimes Act 1961 or any replacement statute, the person is an undischarged bankrupt or is subject to a condition not yet fulfilled, or any order, under the Insolvency Act 2006 or any replacement statute;
- 14.2.3 the person is "the perpetrator" under a "police safety order" or "protection order" as those terms are used and defined in the Family Violence Act 2018;
- 14.2.4 the person is prohibited from being a director or promoter of or being concerned or taking part in the management of a company under the Companies Act 1993 or the Charities Act 2005;
- 14.2.5 the person is an Associate Member or Patron of the Club.

If any of the circumstances in 14.2 occur in respect of an Executive member, that member shall be deemed to have vacated their office on that occurrence.

15. Duties and Powers of the Executive



15.1 Duties of the Executive: The duties of the Executive are to pursue the objects of the Club and to exercise the powers of the Club for the fulfilment of the objects (except those restricted by the Rules).

The Executive and its members shall:

- 15.1.1 act in good faith and in the best interests of the Club at all times;
- 15.1.2 exercise the powers of the Executive for proper purposes;
- 15.1.3 formulate and implement such regulations, policies and procedures as are appropriate for the Club;
- 15.1.4 act and ensure the Club acts, in accordance with the Rules and any regulations, policies and procedures of the Club;
- 15.1.5 not agree to, nor 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 creditors of the Club;
- 15.1.6 not agree to the Club incurring any obligations unless the Executive believes at that time on reasonable grounds that the Club will be able to perform the obligations when it is required to do so;
- 15.1.7 not agree to gift or loan money to any third party except as provided in Rule 3.12;
- 15.1.8 not agree to any reimbursement or any travel costs except as provided in Rule 3.13;
- 15.1.9 make reasonable efforts to attend all Executive meetings and General Meetings of the Club;
- 15.1.10 exercise the care, diligence and skill that a reasonable Executive member would exercise in the same circumstances;
- 15.1.11 disclose to the Executive the nature and extent of any interest, financial or non-financial, in a matter, transaction or proposed transaction as soon as the Executive member becomes aware of the fact that s/he has such interest. An interest register shall be established to record these and an interest in a transaction or proposed transaction shall have the same meaning as defined in section 139(1) of the Companies Act 1993, or any equivalent provision under any replacement legislation;
- 15.1.12 take such other steps as determined by the Executive in respect of any interest specified in Rule 15.1.11, which may include abstaining from any deliberations or vote relating to the matter in which the member has the registered interest;
- 15.1.13 not disclose information that the Executive member would not otherwise have available other than in his or her capacity as an Executive member, to any person, or make use of or act on the information except:
 - 15.1.13.1 as agreed by the Executive for the purposes of the Club;
 - 15.1.13.2 as required by law;
 - 15.1.13.3 where in accordance with any Club policies and the proviso of the Privacy Act 2020 or any replacement statute, concerning

- disclosure of information to Club members.
- 15.1.14 regularly review and monitor the performance and effectiveness of the Executive;
 - 15.1.15 ensure that the Club meets all obligations and practices as they apply to Club members and visitors in accordance with the requirements of the Health and Safety at Work Act 2015;
 - 15.1.16 do such other acts and things which are lawful and within the powers and objects of the Club and which the Executive agrees, to promote the objects of the Club.
- 15.2 **Powers of the Executive:** Management and control of the activities and assets of the Club and its funds shall be vested in the Executive who may exercise all of the powers of the Club (except those restricted by the Rules) and in particular shall have the power to:
- 15.2.1 develop and implement strategies, policies and procedures for the administration, promotion and development of the objects of the Club;
 - 15.2.2 make decisions of the Club subject to the express powers of the members as provided in the Rules;
 - 15.2.3 recommend any membership subscription or other fees it considers appropriate;
 - 15.2.4 employ, engage or otherwise appoint coaches and other support personnel for the Club and to determine the terms and conditions of such appointments and if necessary terminate such appointments;
 - 15.2.5 fill vacancies on the Executive in accordance with the Rules;
 - 15.2.6 establish such sub-committees, forums and groups as it considers necessary and appropriate, to assist it to carry out its responsibilities, including filling vacancies on any such committees and other groups which are established by it. They shall be delegated such powers as the Executive considers appropriate and shall act under the direction of the Executive at all times. Members of any such sub-committee shall hold office at the pleasure of the Executive and may be removed from office at any time and, unless a member in another category eligible to vote, shall have no voting rights;
 - 15.2.7 engage, contract or otherwise agree to obtain the assistance or advice of any person or organisation for the Executive;
 - 15.2.8 control and deal with all funds and assets of the Club and invest funds of the Club in a prudent manner for the purpose of carrying out the objects of the Club;
 - 15.2.9 apply any legacies, donations, grants or gifts of money given to the Club as it deems fit for the benefit of the Club;
 - 15.2.10 borrow or raise money from banks or other sources with or without security upon such terms as they think fit up to a limit of \$1000, before requiring a Special Resolution from the members at a General Meeting;
 - 15.2.11 open and operate in the name of the Club such bank accounts as deemed necessary;
 - 15.2.12 develop and implement prudent policies and procedures to protect and enhance finances and property of the Club;
 - 15.2.13 be able to establish disciplinary procedures to enable the



- implementation of penalties with regard to misconduct of members or coaches as per Rule 13;
- 15.2.14 make, amend and/or rescind by-laws, regulations, policies and procedure, as it thinks appropriate, governing the conduct and affairs of the Club or its members, provided that any such by-law, regulation, policy or procedure is not in direct contradiction to the Rules and are consistent with the objects of the Club;
- 15.2.15 organise, conduct and control coaching, education programmes and training to promote and advance all aspects of jogging and walking;
- 15.2.16 establish and manage any activities, programmes, events and competitions, including approving rules, conditions of entry and regulations for such activities, programmes, events and competitions to achieve the objects of the Club;
- 15.2.17 enter into all such negotiations, contracts and agreements in the name and on behalf of the Club as they consider expedient for the purposes of the Club, provided any such negotiations, contracts or agreements are not in direct contradiction to the Rules;
- 15.2.18 negotiate and enter into any arrangement with sponsors;
- 15.2.19 organise and conduct events, social functions, raffles and other legal schemes and devices whatsoever for the purpose of raising Club funds;
- 15.2.20 facilitate forums and meetings of the members;
- 15.2.21 call General Meetings;
- 15.2.22 review and monitor its own performance, processes and effectiveness;
- 15.2.23 at the committee's discretion hold meetings by means of audio and visual communication by which the Executive constituting a quorum can simultaneously hear, see and communicate with each other throughout the meeting;
- 15.2.24 resolve and determine any disputes or matters not provided for in the Rules in such manner as it reasonably considers appropriate;
- 15.2.25 do such other acts and things which are lawful and in accordance with the laws of New Zealand and within the powers and objects of the Club and which the Executive agrees and considers appropriate to promote the objects of the Club.
- 15.3 **Matters Not Provided For:** If any situation arises that, in the opinion of the Executive, is not provided for in the Rules of the Club, the matter will be determined by the Club at a General Meeting called for that purpose.
- 15.4 **Duties of Office Holders of the Executive:**
- 15.4.1 President: it shall be the duty of the President to chair Executive and General Meetings unless the Executive nominates another member of the Executive to take the chair. Duties will also include the Club's current President's job description. Should the President resign during the term of office a SGM must be held to elect a new President as per Rule 14.1.3.

- 15.4.2 Vice President Administration: shall be responsible for convening Club Meetings and establishing whether or not a quorum is present when the President is absent; chairing Club meetings, deciding who may speak and when and ensuring the meetings are orderly and effective when the President is absent; overseeing the operation of the Club; manage and maintain the Club membership database and to ensure that any prospective member is provided with any relevant information they require in order to become a member of the Club and to administer the provision of Club uniforms.
- 15.4.3 Vice President Social: shall be responsible for the communications and social life of the Club, using tools such as our website, social media, newsletters and other media, and provide a lively social program for members. Duties will include liaison with the catering and bar staff.
- 15.4.4 Secretary: it shall be the duty of the Secretary to keep true and accurate records of all proceedings of all meetings of the Club, call all General Meetings of the Club and all meetings of the Executive with appropriate notification. The Secretary must file appropriate documents, records, reports and communications in connection with the Club and bring all appropriate and relevant documents with them before each meeting to be properly dealt with, respond to all appropriate correspondence in consultation with the Executive if required. In case of inability to attend any meeting, the Secretary must ensure the minutes and any relevant documentation and correspondence are available for the meeting, and prepare and circulate to all Executive, the minutes of each meeting in a timely manner. Duties will also include the Club's current Secretary's job description.
- 15.4.5 Treasurer: it shall be the duty of the Treasurer to have custody of the funds of the Club, to collect and receive all monies due to the Club and to ensure all monies collected on behalf of the Club are properly receipted and deposited in the bank within fourteen (14) days of receipt, to present all accounts to the Executive due by the Club and pay all accounts when passed for payment by the Executive, to prepare the annual accounts for audit and present them to the AGM. The Treasurer shall keep, or cause to be kept, full and proper account records of income and expenditure and assets and liabilities by way of books provided for the purpose or by electronic system in such a manner as will at all times clearly show the Club's financial position and comply with all relevant standards and to draw attention to any unusual acts. The Treasurer shall comply with all the provisions of the Incorporated Societies Act 1908 or any replacement statute. Duties will also include the Club's current Treasurer's job description and adherence to the Club's Finance Policy and rules in Part 5 of the Rules.
- 15.4.6 Club Captain: it shall be the duty of the Club Captain to organise the jogging and walking packs and send the packs

away on Club nights and arrange the Club events, including preparation of courses for Club events and co-opting volunteers to help do so.

16. Executive Committee Meetings and Procedures

- 16.1 The Executive shall meet at least once per month, but not necessarily in December or January, and at further times at the discretion of the Executive, at such time and place as it may appoint.
- 16.2 Reasonable advance notice of time, date and place of a meeting shall be given to all Executive members by the Secretary and may be given by any recognised form of communication.
- 16.3 Should the Secretary position be vacant or the Secretary neglects to call a meeting of the Executive then any two (2) members of the Executive can call a meeting giving reasonable advance notice of time, date and place of meeting to all Executive members by any recognised form of communication.
- 16.4 A meeting of the Executive shall be convened at any time upon request of the President or of any such number of Executive members as is sufficient to form a quorum and shall be called in accordance with Rule 16.2 or Rule 16.3.
- 16.5 The President shall chair the meeting as per Rule 15.4.1. In the event the President is absent the chair for the meeting shall be elected by those present at the meeting.
- 16.6 Any member of the Executive absenting themselves from three (3) consecutive meetings without notification to the Secretary or a leave of absence granted by the Executive, shall cease at the option of the Executive to be a member of the Executive.
- 16.7 Each member of the Executive shall have one vote and in the event of a tie in voting the status quo shall apply and unless provided in the rules to the contrary, the decision of a majority of the votes (Ordinary Resolution) recorded shall prevail. Except for resolutions passed outside of the Executive meeting under Rule 16.8 (Resolutions), voting at Executive meetings shall be by voice, or upon request of any Executive member, by a show of hands or by a ballot. Proxy and postal voting are not allowed at Executive meetings.
- 16.8 Resolutions: A resolution in writing signed or consented to by email, facsimile or other form of visible or other electronic communication, by a majority of the Executive, shall be valid as if it had been passed at a meeting of the Executive. Any such resolution is required to be ratified at the next meeting of the Executive.
- 16.9 Committee Meetings by Audio Visual Means: Any Executive member may participate in and vote at any Executive meeting by audio or visual conferencing or by other means of electronic communication, provided that all persons participating in the meeting are able to hear each other effectively and simultaneously. Participation by an Executive member in this manner at an Executive meeting will constitute the presence of that member at the Executive meeting for the purpose of forming a quorum.
- 16.10 Misconduct: If the conduct of any member is such as to endanger the character, good order, welfare or interests of the Club or any member, the Executive shall conduct such a hearing or investigation as the Executive deems warranted in accordance with Rules 13.3. to 13.5



(inclusive) and to take the following action after that member has been heard if he or she desires to be heard:

- (a) expel the member, or
- (b) suspend the member from the Club rooms or from taking part in the activities of the Club for such a time as the Executive may specify, or
- (c) reprimand the member, or
- (d) take no further action.

If a member of the Executive has engaged in misconduct, then that person shall step down from the Executive until such time as the remaining Executive members have conducted and concluded a hearing or determined the matter in some other way.

- 16.11 Indemnity: No Executive Member shall be liable for the acts or defaults of any other Executive Member or any loss occasioned by those acts or defaults, unless occasioned by their wilful default or by their wilful acquiescence. The Executive Members shall be indemnified by the Club for all liabilities and costs incurred by them in the proper performance of their functions and duties, other than as a result of their wilful default.

Part 4 – General Meetings

17. Meetings of Members

- 17.1 **AGM:** The AGM shall be held once a year, not later than the second week of December, at a time and place fixed by the Executive and in accordance with the Incorporated Societies Act 1908 or any replacement statute.
- 17.1.1 Notice of AGM: The Executive via the Secretary must give all members at least 30 days written notice of the AGM. The notice may be given by any appropriate means to each member, e.g. email or post to the last known address of the member, or posted on the Club website. Notice shall include the business as per 17.1.3 and the date, time and venue.
- 17.1.2 Items for the Agenda: Notice of business, including but not limited to general business and constitutional remits, to be discussed at the General Meeting shall be given in writing to the Secretary no later than seven (7) days before the date set for the AGM.
- 17.1.3 The Business of the AGM shall be to:
- 17.1.3.1 receive and consider for approval the Annual Report and Annual Financial Statement as per Rule 21;
 - 17.1.3.2 elect officers and members of the Executive for the ensuing year as per Rule 14. In the event a position is not filled, nominations may be taken from the floor at the AGM;
 - 17.1.3.3 receive and adopt the minutes of the last AGM;
 - 17.1.3.4 elect Life members and a Patron;
 - 17.1.3.5 appoint an auditor for the Annual Financial




- Statements;
- 17.1.3.6 appoint scrutineers should these be necessary;
- 17.1.3.7 consider any motion(s) or remits proposed to alter the Rules and provided that the carrying of any such motion would materially affect any of the above mentioned business then such motion shall be dealt with prior to such business;
- 17.1.3.8 consider any other items of business submitted by the Executive or by any member entitled to vote in accordance with Rule 17.1.2.
- 17.1.4 All Executive members elected at the last AGM or appointed since the last AGM, shall be entitled to vote as per Part 2 of the Rules and then automatically retire at the conclusion of the AGM. The new Executive will assume control at the conclusion of the AGM.
- 17.2 **SGM:** A SGM must be called by the Secretary within seven (7) days upon written request of the meeting from
- a. the Executive; or
 - b. five (5) or more members of the Club or 10% of total membership if a lesser number, and the request must be signed by each of the members.
- 17.2.1 Purpose of SGM: The written request for a SGM must state the purpose for which the SGM is requested. The SGM must only deal with the business for which the SGM is requested.
- 17.2.2 Notice of the SGM: The Secretary must give all members at least thirty (30) days' notice of any SGMs, except where such notice period is not practicable due to the urgency of the nature of the matter(s) to be dealt with at the SGM, provided not less than seven (7) days written notice is given. The notice can be given by any appropriate means to each member, e.g. email or post to the last known address of the member or posted on the Club website. Notice shall include the purpose as per Rule 17.2.1 and the date, time and venue.
- 17.2.3 In the event the Secretary refuses, neglects or is unable to convene a SGM when required or requisitioned to do so, the members who sign the request may convene the meeting.
- 17.3 **Minutes:** Full minutes shall be kept of all General Meetings and a hard copy must be printed for archiving.
- 17.4 **Errors:** Any irregularity, error or omission in notices, agendas and relevant papers of General Meetings or the omission to give 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, shall not invalidate the meeting nor prevent the meeting from considering the business of the meeting provided that:
- 17.4.1 the chairperson in his or her discretion determines that it is still appropriate for the meeting to proceed despite the irregularity, error or omission; or
 - 17.4.2 a motion to proceed is put to the meeting and an Ordinary resolution is obtained in favour of the motion to proceed.
- 17.5 **Quorum:**
- 17.5.1 Thirty (30) members entitled to vote shall form a quorum at

- General meetings.
- 17.5.2 If a quorum is not obtained within thirty (30) minutes of the time appointed for the commencement of the meeting if convened under Rule 17.2, the meeting shall lapse, but in any other case the meeting shall be adjourned for seven (7) days. If at such adjourned meeting a quorum is not present within thirty (30) minutes, those members entitled to vote shall be deemed to constitute a quorum and shall transact the business for which the meeting was called, and every resolution passed at such meeting shall be as effective and binding as if the quorum provided in Rule 17.5 had been present.
- 17.6 Following the AGM all Club property, security codes and keys must be handed over to the new Executive/President within seven (7) days of the completion of the AGM.
- 17.7 During times of Force Majeure, the AGM may be held by means of audio and visual communication by which members constituting a quorum can simultaneously hear, see and communicate with each other throughout the meeting.

18. Control of General Meetings and Voting

- 18.1 **Control of General Meetings:** The President shall chair all General Meetings. In the event the President is absent a nominated Executive member shall take the chair.
- 18.2 **Voting:**
- 18.2.1 All members entitled to vote under the Rules shall have one vote each apart from Associate members and the Patron.
- 18.2.2 No proxy voting is permitted.
- 18.2.3 An Ordinary Resolution shall be sufficient to pass a resolution except where the Rules provide otherwise.
- 18.2.4 In the event of a tie in voting on any issue (other than the voting of new Executive members where Rule 14.1.5 will apply), the Chairperson shall not have a casting vote and the status quo shall remain.
- 18.2.5 The outgoing Secretary will oversee the organisation, counting and announcement of votes. If the outgoing Secretary is seeking re-election in any capacity then they shall nominate any outgoing or incoming committee member to preside over the proceedings for that position(s).
- 18.2.6 Voting generally shall be by a show of hands unless a motion is put forward for a secret ballot by two (2) members eligible to vote and approved by ordinary resolution.
- 18.2.7 In the event a secret ballot is called, the Chairperson of the General Meeting shall appoint two (2) members as scrutineers who are not seeking re-election.
- 18.2.8 The scrutineers shall destroy all voting papers as soon as the secret ballot has been concluded and the result announced.

Part 5 – Financial Matters



19. Financial

- 19.1 The financial year shall commence on the first day of October of each year and shall end on the 30th September of the following year.
- 19.2 The Executive and the Treasurer on behalf of the Executive shall adhere to any finance policies and procedures as set down by the Executive.
- 19.3 All monies received on account of the Club shall be deposited into the bank account of the Club forthwith after receipt and as per Rule 15.4.5.
- 19.4 Major transactions with regard to investments or purchases shall only be entered into on the authority of the Executive and must abide by the Rules.
- 19.5 At all times there shall be three (3) authorised signatories to the Club bank accounts.
- 19.6 All payments made by the Club are to be signed or authorised via internet banking or electronic banking by any two (2) of the three (3) authorised signatories.
- 19.7 All accounts due by the Club shall be paid after having been passed for payment at an Executive meeting. When immediate payment is necessary, a resolution as per Rule 16.7 shall apply and then the account/s shall be paid and the action ratified at the next Executive meeting.
- 19.8 All property and income of the Club shall apply solely to the promotion of the Objects of the Club and no part of that property or income shall be paid or otherwise distributed, directly or indirectly, to members, except in good faith in the promotion of the Objects.

20. Assurance on Financial Statements

- 20.1 The Club shall appoint an accountant to review the Annual Financial Statements of the Club (the "Reviewer"). The Reviewer shall conduct an examination with the objective of providing a report 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. The Reviewer must be a suitably qualified person and a current member of the Chartered Accountants Australia and New Zealand and must not be a member or an employee of the Club. If the Executive appoints a Reviewer who is unable to act for some reason, the Executive shall appoint another Reviewer as a replacement.
- 20.2 The Executive is responsible to provide the Reviewer with:
 - a. access to all information of which the Executive is aware that is relevant to the preparation of the financial statements such as records, documentation and other matters;
 - b. additional information that the Reviewer may request from the Executive for the purpose of the review; and
 - c. reasonable access to persons within the Club from whom the Reviewer determines it necessary to obtain evidence.

21. Annual Report

- 21.1 The Executive shall ensure that all financial matters relating to the Club are included in the Annual Financial Statements.



- 21.2 The Executive shall prepare an Annual Report for presentation to the AGM that contains:
- a. a statement of the financial position of the Club and the financial performance of the Club in respect of the most recently concluded financial year (the Annual Financial Statements); and
 - b. an Annual Report of the year's activities (collectively known as the Annual Report).
- 21.3 The Annual Financial Statements referred to in Rule 21.2a shall comply with Generally Accepted Accounting Practice and must be reviewed as per Rule 20.

22. Application of Income and Property

- 22.1 All income and property of the Club shall be applied solely to the promotion of the Objects of the Club.
- 22.2 Except as provided in the Rules:
- a. no portion of that property or income shall be gifted, loaned, paid or otherwise distributed, directly or indirectly, to any third party, member or member of the Executive;
 - b. no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any member or member of the Executive;
 - c. no member of the Club or any person associated with a member shall participate in or materially influence any decision made by the organisation, in respect of the payment to or on behalf of that member or associated person.
- 22.3 Nothing in Rule 22.2 shall prevent payment in good faith of, or to any, member or member of the Executive for any of the following provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar situation:
- a. any services actually rendered to the Club outside usual duties to the Club whether as an employee or otherwise; or
 - b. products supplied to the Club in the ordinary and usual course of operation; or
 - c. interest on money borrowed from any member or member of the Executive; or
 - d. rent for premises let by any member or member of the Executive to the Club; or
 - e. any out-of-pocket expenses incurred by the member or member of the Executive on behalf of the Club, strictly in accordance with Rule 3.13.
- 22.4 No member or member of the Executive shall be paid a Honoraria or receive a monetary gift from the Club.

Part 6 – Administration

23. Common Seal

- 23.1 The Club shall have a common seal and that shall be held in the custody of the Secretary or if the Secretary position is vacant then a member of the Executive.
- 23.2 The seal shall be affixed to all documents to which the Club is a party and only by authority of an ordinary resolution of the Executive and in the presence of and with the accompanying signature of either the President or Secretary or Treasurer and witnessed by one other member of the Executive.

24. Alteration of Rules

- 24.1 Except when any alteration, addition or rescindment affects the Club's charitable or not for profit purposes, its pecuniary profit rules, its application of income and property, its personal interest's rules or its winding up rules, the Rules may be altered, added to or rescinded and passed by a two-thirds majority of Financial members entitled to vote personally present at that General Meeting.
- 24.2 The notice calling such AGM or SGM shall set out in full the purpose and the content of the intended alteration, addition, rescindment or other amendment.
- 24.3 The provisions and effect of this Rule 24 shall not be removed from this document and shall be included and implied into any document replacing this document.

25. By-laws/Regulations and Policies

- 25.1 All Club by-laws, regulations, policies, procedures and any amendments shall be notified to all members as approved by the Executive.

26. Winding Up or Dissolution

- 26.1 The Club can be:
- a. dissolved by the Registrar of Incorporated Societies in accordance with the Incorporated Societies Act 1908 or any replacement statute; or
 - b. voluntarily wound up in accordance with Rule 26.2.
- 26.2 **Winding Up:** the Club may be voluntarily wound up as per the Incorporated Societies Act 1908 or any replacement statute, if
- a. a Special Resolution carried by a majority of eligible voters is passed at a General Meeting to appoint a liquidator; and
 - b. such resolution is confirmed by Special Resolution in a subsequent SGM called for that purpose and held not earlier than thirty (30) days after the date on which the resolution was passed.
- 26.3 **Surplus Assets:** Any surplus assets of the Club either on winding up or dissolution, after the payment of all costs, debts and liabilities, shall, subject to any trust effecting the same, be disposed of by distributing, giving or transferring them either to charities with an interest in the health of children in the Auckland province, or to any charitable organisation with similar objects or purpose and shall be determined by the members present and eligible to vote at the SGM called for that purpose, provided that no distribution shall be to the members or to the members of the Executive. If the members are unable to decide, the



body or bodies shall be determined by the liquidator or the Registrar of Incorporated Societies (in the case of dissolution). The donee organisation must prohibit the distribution of its or their income and property among its or their members to at least the same or greater an extent as is imposed on the Club under the Rules.

27. Disputes and Matters Not Provided For

- 27.1 If any dispute arises out of the interpretation of these Rules or any matter which is not provided for in these Rules then such dispute or matter shall be referred in writing to the Executive who will refer the matter to a General Meeting for resolution.

28. Definitions

- 28.1 The words and phrases in these Rules shall mean as follows:

"AGM" means an Annual General Meeting of the Auckland Joggers Club.

"Auckland Joggers Club" means the Auckland Joggers Club Incorporated and includes any subsequent name changes of that incorporated society.

"Club" means the Auckland Joggers Club Incorporated.

"Executive" means the Executive Committee.

"Executive Member" means a person elected or co-opted under Rules 14.1.2, 14.1.6 and 14.1.7.

"Force Majeure" means an unforeseeable course of events including plague, epidemic, pandemic, strike, accident, acts of war, terrorism, natural catastrophes and interruptions, loss or malfunctions of utilities, communications or computer services.

"General Meeting" means an AGM or SGM of the Auckland Joggers Club.

"Honoraria" means any payments received by any member of the Club or any member of the Executive for services provided.

"Incorporated Societies Act" means the Incorporated Societies Act 1908 or any replacement act.

"Major Transactions" means transactions relative to the acquisition or disposition of any property owned by the Club over the value of \$1000, excluding the financial transactions expressly authorised in Rule 3.6.

"Member" means and includes all classes of members of the Club.

"Objects" means the objects of the Club.



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

"President" means the person elected under Rule 14.1.3.

"Property" means all things owned by the Club including any interest in any lease, land, real estate or the improvements thereon, all choses, all chattels, goods and other forms of personal property, all bank accounts, bank deposits and investments, all intellectual property including all proprietary rights (whether legally recognised or not) in patents, trademarks, designs, copyright, confidential information and all other similar rights of a special or unique nature whether owned solely by the Club, or jointly owned with any other party.

"Regulations, By-Laws, Policies, Procedures" means any and/or all regulations, by-laws, policies and procedures determined under Rule 25 and anything with a similar title.

"Rules" means these rules and "Rule" shall have a corresponding meaning unless specified differently in the clause.

"SGM" means a Special General Meeting of the Club.

"Special Resolution" means a resolution passed by two-thirds of votes cast.

"Voting Rights" means any member who has paid all due subscription and fees and is entitled to vote at any Club General Meeting.

28.2 **Construction:** In these Rules:

- a. a gender includes all other genders;
- b. the singular includes the plural and vice-versa;
- c. any reference to legislation or Acts includes a modification or re-enactment of, legislation enacted in substitution of, or a regulation, order-in-council or other instrument, from time to time issued or made under that legislation;
- d. any agreement includes that agreement as modified, supplemented, innovated or substituted from time to time;
- e. a reference to persons includes bodies corporate;
- f. a reference to a "day" means any day of the week and is not limited to working days, unless specified otherwise;
- g. a reference to a person includes the legal personal representatives, successors and permitted assigns of that person; and
- h. headings and the contents page are for reference only and are to be ignored in construing these Rules.

