

BERTH HOLDERS ASSOCIATION GULF HARBOUR INCORPORATED

Constitution

1. DEFINITIONS

1.1 In this Constitution, unless the context otherwise requires:

- (a) **Act** means the Incorporated Societies Act 2022 or its successors and any regulations made under those statutes.
- (b) **Annual General Meeting** has the meaning given in clause 17.
- (c) **Arm's-length terms** means terms between the Club and an Officer or a Member in relation to a transaction that:
 - (i) would be reasonable in the circumstances if the parties were connected or related only by the transaction in question, each acting independently, and each acting in its own best interests; or
 - (ii) are less favourable to the Member or Committee member than the terms referred to in clause 1.1(c) (i); and
 - (iii) do not include any share of a gain, profit, or surplus, percentage of revenue, or other reward in connection with any gain, profit, surplus, or revenue of the Club.
- (d) **Associate Member** has the meaning given in clause 5.2.
- (e) **Chairperson** means the individual appointed as the Club's Chairperson pursuant to clause 10.1.
- (f) **Club** means the incorporated society with the name specified in clause 2.1 and governed by this Constitution;
- (g) **Committee** means the Members of the Club acting as a committee in accordance with this Constitution, and includes co-opted members.
- (h) **Committee member** means any member of the Committee, including an Officer.
- (i) **General Meeting** means an Annual General Meeting or a Special General Meeting, as the case may be.
- (j) **Interests Register** means the register of interests maintained by the Committee pursuant to clause 13.1 of this Constitution.
- (k) **Member** means an individual or entity who has become a full member of the Club, paid any subscriptions and levies due and whose membership has not been terminated in accordance with this Constitution and, except as expressly provided in the Constitution, includes Associate Members.
- (l) **Notice** means any notice sent by email to the most recent email address of the intended recipient that is known to the sender of the notice or, in the case of notices to the Club, to the Club's registered office.

- (m) **Objects** means the objects of the Club provided for in clause 3.1.
- (n) **Officer** means an officer of the Club appointed pursuant to clause 10.1.
- (o) **Secretary** means the individual appointed as the Club's Secretary pursuant to clause 10.1.
- (p) **Special General Meeting** has the meaning given in clause 18.
- (q) **Special Resolution** means a resolution passed by two thirds or more of those Members entitled to vote who are present (in person or virtually) or represented by proxy at a meeting.
- (r) **Treasurer** means the individual appointed as the Club's Treasurer pursuant to clause 10.1
- (s) **Working Days** means days on which trading banks are open in Auckland (but not weekends)
- (t) Reference to **clauses** means to clauses in this document
- (u) References to **include** or **including** do not imply any limitation.

2. NAME

- 2.1 The name of the Club shall be Berth Holders Association Gulf Harbour Incorporated.

3. OBJECTS

- 3.1 The objects of the Club shall be to promote and protect the interests of the berth holders at Gulf Harbour Marina;

4. POWERS

- 4.1 Except as restricted by this Constitution, the Club has full capacity, rights, powers and privileges to carry on or undertake any activity, do any act, or enter any transaction required or deemed by the Committee to be desirable to further or promote the Objects including, without limitation, to:
 - (a) make regulations or bylaws to advance the attainment of any of the Objects;
 - (b) do any act or thing incidental or conducive to the attainment of the Objects;
 - (c) use such of its funds to pay the costs and expenses of furthering or carrying out the Objects;
 - (d) employ one or more individuals on such terms approved by the Committee (subject to clause 4.4);
 - (e) purchase, lease, hire or otherwise acquire, exchange and sell, lease or otherwise dispose of property, rights or privileges; and
 - (f) invest in any investment which the Committee considers appropriate
- 4.2 Notwithstanding clause 4.1, the Club cannot borrow or raise money (or provide any security to borrow or raise money) or give any guarantee of indemnity in relation to another person's obligations unless the incurring of the debt or the giving of the guarantee or indemnity is approved by an ordinary resolution at a General Meeting.

- 4.3 Regardless of any other provision in this Constitution, the Club must not do any thing:
- (a) other than to further or promote the Objects; or
 - (b) for the personal or individual financial gain of any Member (except as provided for in clause 4.4).
- 4.4 The Club may provide financial benefits to a Member or Committee member or any associated person of a Member or Committee member but only on arm's length terms and any payments made in respect of such transactions must be limited to:
- (a) a fair and reasonable reward for services performed;
 - (b) reimbursement of expenses properly incurred;
 - (c) usual professional, business or trade charges; or
 - (d) interest at no more than current commercial rates.

5. MEMBERSHIP

- 5.1 Berth Licence Holders in the Gulf Harbour Marina shall be eligible, upon payment of the prescribed subscription, to apply to become a Member of the Club.
- 5.2 Others who are renting berths in the Gulf Harbour Marina are eligible to become Associate Members of the Club with all the privileges rights and obligations of Members – except that they will be ineligible to be counted in the quorum or to vote at any Annual General Meeting or Special Meeting of the Club or to hold any office (except that of co-opted Committee member) at the Club.
- 5.3 Every Member must advise the Secretary of any change of the Member's contact details.
- 5.4 The Secretary must keep a Register of Members recording:
- (a) the name of each Member;
 - (b) the last known contact details of each Member;
 - (c) the date on which each person became a Member; and
 - (d) any other information prescribed by the Act
- 5.5 The Secretary must update the register of Members as soon as practicable after becoming aware of changes to the information recorded on the register.
- 5.6 All Members (including Committee members) must promote the interests and the objects of the Club and must do nothing to bring the Club into disrepute.

6. ADMISSION OF MEMBERS

- 6.1 Applicants for membership of the Club must complete an application form provided by the Committee and supply such information as may be required by the Committee.
- 6.2 Membership application forms must provide a mechanism for the applicant to confirm their consent

to become a member of the Club, which may include:

- (a) a requirement for the applicant to sign the application form;
- (b) a requirement for the applicant to confirm by electronic means their consent to become a member of the Club; or
- (c) payment by the applicant of the appropriate initial subscription

6.3 Membership applications must be approved by the Committee who may interview an applicant.

6.4 The Committee has discretion whether or not to admit an applicant to membership and must advise the applicant of its decision within a reasonable time of the application being provided to the Secretary.

7. SUBSCRIPTIONS AND LEVIES

7.1 Subscriptions are payable by Members and Associate Members and shall be fixed each year at the Annual General Meeting.

7.2 Annual subscriptions shall be due and payable on the thirtieth day of September in each year for the following year.

7.3 The Members may by Special Resolution at a General Meeting resolve to impose a levy on Members other than Associate Members in such an amount, for such purposes, and payable in such instalments and at such times as the Committee recommends

8. CESSATION OF MEMBERSHIP

8.1 Any Member may resign from the Club by notice to the Secretary and the following terms will then apply:

- (a) the resignation will take effect from the date of the resignation notice;
- (b) the Member resigning remains liable to pay all subscriptions, levies and any other fees to the end of that financial year;
- (c) the resigning Member must cease to hold themselves out as a member of the Club from the date of their resignation and must return to the Club all material produced by the Club (including any membership certificate, handbooks and manuals) requested by the Committee.

8.2 The Committee may give a Member notice terminating that Member's membership if that Member:

- (a) ceases to be qualified to be a Member; or
- (b) is convicted of an offence of dishonesty or an offence for which a convicted person may be imprisoned;
- (c) is adjudged bankrupt, makes a composition with creditors, or (if a body corporate) is wound up or placed in receivership or liquidation;
- (d) fails to pay their subscription fee or any levy within 2 months of the due date for payment

(e) is removed as a Member pursuant to the provisions of this Constitution.

8.3 When a Member's membership is terminated under clause 8.2:

- (a) the termination will take effect from the date specified in the termination notice;
- (b) the Member remains liable to pay all subscriptions, levies and any other fees to the end of that financial year; and
- (c) the Member must cease to hold themselves out as a member of the Club from the date of termination and must return to the Club all material produced by the Club (including any membership certificate, handbooks and manuals) requested by the Committee.

9. READMISSION OF FORMER MEMBERS

9.1 Any former member may apply for re-admission in the manner prescribed for new applicants and may be re-admitted by decision of the Committee.

9.2 However, if a former member's membership was terminated under clause 8.2 the applicant must not be re-admitted by the Committee without the prior approval of a General Meeting.

10. OFFICERS AND COMMITTEE

10.1 The Officers of the Club shall consist of a Chairperson, Secretary and Treasurer. The Committee shall comprise those Officers and not less than three additional Members. Officers and the other Committee members are to be elected at each Annual General Meeting. The Immediate Past Chairperson shall be a member of the Committee "ex-officio".

10.2 The Officers and other members of the Committee shall remain in office until the Annual General Meeting next following their appointment but they may seek reappointment at that Annual General Meeting.

10.3 Vacancies among Officers or other Committee members shall be filled by the Committee at their next meeting.

10.4 The Officers and other Committee members must be elected annually as follows:

- (a) nominations for appointment as an Officer or other Committee member, accompanied by the evidence of consent of each nominee, must be received by the Secretary not less than ten clear Working Days before the date of the Annual General Meeting;
- (b) not less than 8 clear days before the date of the Annual General Meeting, the Secretary must email to all members a voting paper listing all Officer and other Committee member nominees and such information (not exceeding 500 words) as may be supplied to the Secretary by or on behalf of each nominee in support of their nomination;
- (c) if there are insufficient valid nominations received under clause 10.4(a), but not otherwise, further nominations may be received from the floor at the Annual General Meeting;
- (d) votes must be cast in such manner as the Chairperson of the Annual General Meeting determines;
- (e) two Members (who are not nominees) designated by the Chairperson of the Annual General

Meeting must act as scrutineers for the counting of the votes and destruction of any voting papers; and

- (f) in the event of any vote being tied the tie must be resolved by the other members of the incoming Committee.

- 10.5 To qualify for appointment as an Officer or other Committee member, a nominee must satisfy the qualifications for appointment as an officer of a Club under s.47 of the Act.
- 10.6 All Officers and other Committee members must be Members of the Club or representatives of bodies corporate that are Members.
- 10.7 Any Officer or other Committee member may be removed from their role by a Special Resolution of a General Meeting of which prior notice was given in the notice of meeting.

11. ROLE OF EACH OFFICER

- 11.1 The Chairperson shall act as Chair of any General or Committee Meeting of the Club, or in his/her absence, the Meeting shall elect one of their number to the Chair. The Chair is also responsible for:
 - (a) convening Club and Committee meetings and establishing whether or not a quorum is present;
 - (b) overseeing the operation of the Club;
 - (c) providing a report on the operation of the Club at each Annual General Meeting.
- 11.2 The Secretary is responsible for:
 - (a) recording the minutes of all Club and Committee meetings;
 - (b) maintaining the Register of Members referred to in clause 5.4.
 - (c) holding the Club's records, documents, and books except those required for the Treasurer's function;
 - (d) receiving and replying to correspondence as required by the Committee;
 - (e) lodging the Club's annual financial statements with the Registrar of Incorporated Societies upon their approval at an Annual General Meeting, and within 6 months of the end of the financial year;
 - (f) advising the Registrar of Incorporated Societies of any changes to the Constitution and of elections and appointments of and other changes to Committee members ;
 - (g) carrying out any other duties assigned by the Committee, or as stipulated in the Constitution or the Act.
 - (h) unless an alternative "contact person" is appointed by the Committee (for the purposes of the Act), the Secretary will be the Club's "contact person".
- 11.3 The Treasurer is responsible for:
 - (a) overseeing all receipts and the banking of these to the credit of the Club;

- (b) arranging payments which shall be authorised by two Committee members at least one of whom shall be an Officer;
- (c) keeping proper accounting records in order to ensure that, at all times, the Club's financial position may be readily ascertained;
- (d) preparing or having prepared annual financial statements that comply with the Act for presentation at each Annual General Meeting.
- (e) preparing an annual budget for the Club, to be presented to the Committee promptly after the end of the previous financial year.

11.4 All Members who may be interested or concerned directly or indirectly in any matter before the Committee shall disclose the nature and extent of their interest to the Committee and shall take no part whatsoever in the matter before the Committee other than as a member of the Committee.

12. FINANCES

- 12.1 The Committee must maintain bank accounts in the name of the Club, and all payments and transfers from the account must be signed and all electronic transactions must be actioned jointly by two Committee members, one of whom must be an Officer.
- 12.2 All money received on account of the Club must be banked within five working days of receipt.
- 12.3 All accounts paid or for payment must be submitted to the Treasurer who must then present the accounts to the Committee for approval.
- 12.4 The Club's financial year commences on the first of July of each year and ends on 30th of June in the following year.

13. DISCLOSURE OF OFFICERS AND OTHER COMMITTEE MEMBERS INTERESTS

- 13.1 The Committee must maintain a register in which the interests of all Committee members are recorded.
- 13.2 A Committee member who is interested in a matter relating to the Club (as defined in s 62 of the Act) must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified):
 - (a) to the Committee; and
 - (b) in the Interests Register.
- 13.3 Disclosure under clause 13.2 must be made as soon as practicable after the Committee member becomes aware that they are interested in the matter.
- 13.4 Section 64(3) of the Act is negated

14. POWERS OF AND MANAGEMENT BY THE COMMITTEE AND SUBCOMMITTEES

- 14.1 From the end of each Annual General Meeting until the end of the next, the Club must be administered, managed and controlled by the Committee.

- 14.2 Subject to any resolution of a General Meeting, the Committee may exercise all the Club's powers, other than those required by statute or by this Constitution to be exercised by the Club in General Meeting.
- 14.3 The Committee must meet at such times and places and in such manner (including by telephone or video conference) as it may determine, and otherwise where and as convened by the Chairperson or Secretary.
- 14.4 All Committee meetings must be chaired by the Chairperson, or in the Chairperson's absence by, another Committee member elected for the purpose by the meeting, and any such chairperson has a deliberative and casting vote.
- 14.5 The Committee may co-opt any person to the Committee for a specific purpose, or for a limited period, or generally until the next Annual General Meeting.
- 14.6 The quorum for Committee meetings is at least half the number of Committee members.
- 14.7 Only persons elected or appointed under clause 10. who are present in person or by telephone or video link may be counted in the quorum and entitled to vote at a meeting of the Committee.
- 14.8 The Committee may appoint subcommittees consisting of such persons (whether or not Members) and for such purposes as it thinks fit.
- 14.9 Unless otherwise resolved by the Committee:
- (a) the quorum of every subcommittee is half the members of the subcommittee;
 - (b) no subcommittee may co-opt additional members;
 - (c) no subcommittee may commit the Club to any financial expenditure without express authority; and
 - (d) no subcommittee may delegate any of its powers.
- 14.10 The Committee and any subcommittee may act by:
- (a) a written resolution (which may be in physical or electronic form); or
 - (b) a resolution approved verbally in the course of a meeting, telephone conference call or video conference;
- approved by not less than two-thirds of the Committee or subcommittee members (as the case may be).
- 14.11 The Committee from time to time may make and amend regulations, bylaws and policies for the conduct and control of Club's activities, but no such regulations, bylaws and policies can be inconsistent with this Constitution or the Act.
- 14.12 This Constitution, and such regulations, bylaws and policies, must be available at all reasonable times for inspection by Members, and copies must be provided (at cost, if required by the Committee) to any Member on request.
- 14.13 Other than as prescribed by the Act, this Constitution or any bylaw, the Committee may regulate its proceedings as it thinks fit.

14.14 Members of the Committee and of subcommittees:

- (a) may receive such honoraria as may be set by resolution of a general meeting, subject to clause 4.4; and
- (b) are entitled to be reimbursed by the Club for any reasonable actual expenses incurred by them on behalf of the Club as approved by resolution of the Committee.

14.15 The Committee may employ any person or company to administer or manage the affairs of the Club, subject to clause 4.4

15. COMMITTEE MEMBER CEASING TO HOLD OFFICE

15.1 A person ceases to be an Officer or other Committee member if the person:

- (a) resigns in accordance with clause 15.2; or
- (b) is removed from office in accordance with the provisions of this Constitution; or
- (c) becomes disqualified from being Committee member under s 47(3) of the Act; or
- (d) dies; or
- (e) otherwise vacates office in accordance with this Constitution.

15.2 A Committee member may resign by giving written notice of resignation to the Chairperson (or in the case of resignation by the Chairperson, the Secretary) and the notice of resignation will take effect when it is received or at any later time specified in the notice.

15.3 Each Committee member must, within one calendar month of submitting a resignation or ceasing to hold office, deliver to that member's successor or the Secretary all books, papers and other property of the Club possessed by such former member requested by the Committee.

15.4 Despite vacating office, a person who has held office as Committee member remains liable for acts and omissions and decisions made while that person was a Committee member.

16. INDEMNITY AND INSURANCE FOR COMMITTEE MEMBERS

16.1 The Club may indemnify each Committee member or employee of the Club for:

- (a) liability to any person other than the Club for any act or omission in their capacity as a Committee member or an employee of the Club; or
- (b) costs incurred by the Committee member, or employee in defending or settling any claim or proceeding relating to that liability;

provided that this indemnity will not apply to any:

- (c) criminal liability; or
- (d) liability that arises out of a failure to act in good faith and in what the Committee member, or employee believed to be the best interests of the Club when acting in their capacity as an Committee member, or an employee of the Club.

- 16.2 The Club may also indemnify a Committee member or employee of the Club for any costs incurred by them in defending or settling a proceeding that relates to liability for any act or omission in their capacity as a Committee member or employee if:
- (a) judgment is given in their favour or if they are acquitted; or
 - (b) the proceeding is discontinued.
- 16.3 The Club may, with the prior approval of the Committee, effect insurance for Committee members, or employees of the Club in respect of:
- (a) liability (other than criminal liability) for any act or omission in their capacity as a Committee member, or an employee of the Club (including any breach of duties under this Constitution or the Act);
 - (b) costs incurred by the Committee member, or employee in defending or settling any claim or proceeding relating to that liability; and
 - (c) costs incurred by the Committee member or employee in defending any criminal proceedings:
 - (i) that have been brought against the Committee member or employee in relation to any alleged act or omission in their capacity as a Committee member, or an employee; and
 - (ii) in which they are acquitted.
- 16.4 The Committee members who vote in favour of authorising the insurance under clause 16.3 must sign a certificate stating that, in their opinion, the cost of effecting the insurance is fair to the Club.
- 16.5 The Committee member or employee who is insured is personally liable to the Club for the cost of effecting insurance if:
- (a) the requirements of this Constitution have not been complied with; or
 - (b) reasonable grounds did not exist for the opinion set out in the certificate given under clause 16.4;
- unless the insurance was fair to the Club at the time the insurance was effected

17. ANNUAL GENERAL MEETING

- 17.1 The Annual General Meeting of the Club shall be held each year on a date to be fixed by the Committee but within 60 days of financial year end, for the following purposes.
- (a) to receive a Report, and the Financial Statements for the preceding year.
 - (b) to elect the Officers of the Club for the ensuing year.
 - (c) to elect the other members of the Committee for the ensuing year
 - (d) to determine the subscriptions for the ensuing year.
 - (e) to consider such other resolutions as the Committee may determine; and
 - (f) to decide on any Notice of Motion which may be duly submitted to the Committee, signed by

two Members, not less than 15 days before the date of the Annual General Meeting. Such Notices of Motion are to be posted on the Noticeboard when received.

- 17.2 The Secretary must send Notice of such Meeting, including the business to be conducted and the date, time and venue of the meeting, not less than 14 days before the Meeting is held. The Notice must be accompanied by the Report and Financial Statements for the preceding year and such other information as is required to be provided under this Constitution or the Act.

18. SPECIAL GENERAL MEETING

- 18.1 The Committee may convene a Special General Meeting by notice given to the Members not less than 14 days before the Meeting is held.
- 18.2 Any ten Members may convene a Special General Meeting by delivering to the Secretary or the Chairperson a requisition in writing signed by such Members and specifying the business to be transacted at such Meeting.
- 18.3 The Committee shall thereupon convene the Meeting; such Meeting to be held not less than 14 days from the date of receipt of the requisition.
- 18.4 The Notice given of the meeting must contain details of the date, time and venue of the meeting and the business to be conducted. No business shall be transacted at a Meeting other than that mentioned in the notice convening the Meeting.

19. PROCEDURE AT GENERAL MEETINGS

- 19.1 The method of holding a General Meeting, being in person and/or electronically, shall be determined by the Committee. Members attending a meeting shall have power to adjourn the meeting to any other place or time being no more than 4 weeks from the original meeting time.
- 19.2 Notice of General Meetings is to be given by email to all Members as well as being posted on the Club's website.
- 19.3 The failure for any reason of any Member to receive notice of a General Meeting does not invalidate the meeting or its proceedings
- 19.4 Only Members who have paid all subscriptions and levies then due are entitled to Notice of meetings and to be counted in the quorum and to vote.
- 19.5 A Member is entitled to vote by written proxy in favour of another Member present at the in person or electronic meeting, but no other proxy voting is permitted.
- 19.6 The quorum for General Meetings is 10% of those Members entitled to vote present in person, by electronic means or by proxy. Should there not be a quorum present at the expiration of fifteen minutes from the time set down for the meeting, the meeting will not proceed.
- 19.7 All General Meetings must be chaired by the Chairperson or, in their absence, by some other Committee member elected for the purpose by the Members at the meeting, and any such chairperson has a deliberative and casting vote.
- 19.8 Voting at General Meetings must be exercised as follows:
- (a) In person voting must be by voices or by show of hands as determined by the Chairperson or,

on demand of the Chairperson or of any 10 Members present, by secret ballot. At any electronically conducted meetings votes will be registered electronically with outcomes being advised to Members by email, and notices on Website and Noticeboard. In each case each Member entitled to vote is entitled to one vote; and

- (b) unless otherwise required by this Constitution or the Act, all questions must be determined by a simple majority of those present and entitled to vote;

19.9 A resolution passed by the required majority at any General Meeting binds all Members, irrespective of whether they were present at the meeting where the resolution was adopted or whether they voted or were entitled to vote.

19.10 The Secretary must keep minutes of each General Meeting. If the Secretary is not present at a General Meeting, the Chairperson must appoint another officer to keep minutes of the meeting.

20. WRITTEN RESOLUTION IN LIEU OF MEETING

20.1 A written resolution is as valid as if it had been passed at a General Meeting if it is approved by no less than 75% of the number of Members who are entitled to vote.

20.2 A written resolution may consist of one or more documents in similar form (including letters, electronic mail, or other similar means of communication) each approved by or on behalf of one or more of the Members who are entitled to vote.

20.3 For the purposes of clause 20.1, a Member may give their approval by:

- (a) signing the resolution; or
- (b) giving their approval to the resolution by email or any other electronic means approved by the Committee.

21. REGISTERED OFFICE

21.1 The registered office of the Club will be at such place as the Committee from time to time determines.

22. EXECUTION OF DOCUMENTS

22.1 A contract or other enforceable obligation may be entered into by the Club, when authorised by a resolution of the Committee, on the following basis:

- (a) an obligation that, if entered into by a natural person, would, by law, be required to be by deed may be entered into on behalf of the Club in writing signed under the name of the Club by:
 - (i) The Chairperson or Treasurer and another Committee member; or
 - (ii) 1 or more attorneys appointed by the Club under s 124 of the Act.
- (b) an obligation that, if entered into by a natural person, is, by law, required to be in writing may be entered into on behalf of the Club in writing by a person acting under the Club's express or implied authority.
- (c) an obligation that, if entered into by a natural person, is not, by law, required to be in writing

may be entered into on behalf of the Club in writing or orally by a person acting under the Club's express or implied authority.

23. DISPUTE RESOLUTION

23.1 If any dispute arises between:

- (a) two or more Members, or 2 or more Committee members; or
- (b) one or more Committee members and the Club; or
- (c) one or more Members, or Members and Committee members, and the Club
- (d) one or more Members and one or more Committee members; and

the dispute relates to an allegation that:

- (e) a Member or a Committee member has engaged in misconduct; or
- (f) a Member or a Committee member has breached, or is likely to breach, a duty under this Constitution or the Act;
- (g) the Club has breached, or is likely to breach, a duty under this Constitution or the Act;
- (h) a Member's rights or interests as a member have been damaged or Members' rights or interests generally have been damaged;

then any party involved with the dispute may make a complaint to the Committee and the procedures contained in clauses 2 to 8 (inclusive) of Schedule 2 of the Act shall be deemed to be included in this Constitution and shall apply to the resolution of the dispute.

23.2 The Committee shall be the decision maker responsible for resolving the dispute provided that:

- (a) If the complaint relates to one or more Committee members those persons must be excluded from the Committee's management of the dispute resolution process and decision making;
- (b) If the complaint is made by one or more Committee members, those persons must be excluded from the Committee's management of the dispute resolution process and decision making; and
- (c) If the Committee is unable to proceed because it will not have a quorum to conduct the dispute resolution process as a consequence of clause 23.2(a) or (b), the Committee must appoint an individual who is not a Member to manage the dispute resolution process and make a decision about the complaint.

23.3 After completing the dispute resolution processes provided for in clause 23.1, the Committee or the independent person appointed pursuant to clause 23.2(b), (the **decision maker**) may:

- (a) make a finding considered by the decision maker to be fair and consistent with the evidence provided by the dispute resolution process;
- (b) In the case of a complaint against a Member, suspend the Member's membership for a defined period or terminate the Member's membership; or

- (c) In the case of a complaint against a Committee member, remove that person from their role as a Committee member (and, if the person is also a Member, the penalties in clause 23.3(b) could also be applied).

24. ALTERATION TO CONSTITUTION

- 24.1 This Constitution may be altered, or replaced by Special Resolution at any Annual General meeting or at a Special General Meeting called for the purpose. Details of the alterations or replacement and a written explanation of the changes must accompany the Notice of Meeting.
- 24.2 No addition, alteration or rescission of the Constitution shall be made if it affects either the clause precluding Members from obtaining any personal benefit or this clause.

25. LIQUIDATION AND REMOVAL FROM THE REGISTER

Resolving to put Club into liquidation

- 25.1 The Club may be liquidated in accordance with the provisions of Part 5 of the Act.
- 25.2 The Committee must give 20 Working Days written Notice to all Members of the General Meeting at which the proposed resolution to appoint a Liquidator is to be considered. The Notice shall include all information as required by section 228(4) of the Act.
- 25.3 Any resolution to put the Club into liquidation must be passed by Special Resolution.

Resolving to apply for removal from the Register

- 25.4 The Club may be removed from the Register of Incorporated Societies in accordance with the provisions of Part 5 of the Act.
- 25.5 The Committee must give 20 Working Days written Notice to all Members of the General Meeting at which the proposed resolution to remove the Club from the Register is to be considered. The Notice shall include all information as required by section 228(4) of the Act.
- 25.6 Any resolution to remove the Club from the Register of Incorporated Societies must be passed by Special Resolution.

Surplus assets

- 25.7 If the Club is liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any Member, and if any property remains after the settlement of the Club's debts and liabilities, that property must be given or transferred to a not for profit entity which in the opinion of the Committee has Objects similar to those of the Club or to a charitable organisation determined by the Committee or the liquidator, as applicable..

26. LIABILITY OF MEMBERS

- 26.1 No Member shall be under any liability in respect of any contract or other obligation made or Incurred by the Club.

27. NO LIABILITY EXCEPT WHERE WILFUL DEFAULT

- 27.1 Except as expressly set out in this Constitution, no action in law or otherwise shall lie in favour of any Member against any other Member or any Committee member in respect of any act or omission pursuant to this Constitution, provided that nothing in this clause shall prevent action in respect of any loss or expense arising from gross negligence, dishonesty or wilful default of the person against whom such action is taken.

28. MEMBER'S INDEMNITY OF CLUB

- 28.1 Each Member shall indemnify and keep indemnified the Club from and against any action, claim, demand, loss, damage, expense and liability which the Club may suffer or incur, or for which the Club may be liable in respect of or arising from any breach of this Constitution by the Member subject and except to the extent of the Club receiving payment from any insurance policy.