



**MERCURY BAY CLUB INCORPORATED**

# **CONSTITUTION**

**18<sup>th</sup> November 2025**

**THIS CONSTITUTION RESCINDS ALL PREVIOUS CONSTITUTIONS APPROVED BY  
EXTRAORDINARY GENERAL MEETING HELD 16 NOVEMBER 2025**

**AMMENDED AT ANNUAL GENERAL MEETING HELD 21 JUNE 2026**

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## 1. NAME

1.1. The name of the Club shall be the MERCURY BAY CLUB, (INCORPORATED).

## 2. DEFINITIONS AND INTERPRETATION

2.1. **Definitions:** In this Constitution and the Standing Orders and By-laws, unless the context otherwise requires:

**"Appeals Committee"** consists of three (3) members of the Committee who have no actual, apparent or perceived bias in relation to a Dispute or Appeal as set out in [Section 25.5](#).

**"Adjunct"** means an adjunct or section of the club formed for sporting and special interest groups within the club.

**"Affiliated Club"** means a club which is a member of Clubs New Zealand Incorporated or some other club or association through whom the Mercury Bay Club has an arrangement for reciprocal visiting rights for members, irrespective of whether the other club has an alcohol licence or a permanent charter or not.

**"Annual Subscription"** is the amount payable annually by Members in accordance with [Section 10](#)

**"Auditor"** means the Clubs auditor pursuant to Section 20.6

**"Authorised Customer"** has the same meaning as defined in current Sale and Supply of Alcohol laws or any amendment or replacement thereof.

**"Authorised Visitor"** has the same meaning as defined in current Sale and Supply of Alcohol laws or any amendment or replacement thereof.

**"By-Laws"** means individual regulations and rules that are set in place for guidance, in their various forms, for the efficient management and operation of the Club and not provided for in this Constitution.

**"Chairperson"** means the person who is chairman of a meeting .

**"Close Relation"** means a current or former spouse or partner, parent, child, sibling, any person who regularly resides in the household or who within the prior 6 months regularly resided in the household.

**"Club"** means Mercury Bay Club Incorporated.

**"Committee"** means the Club's governing body as set out in [Section 11](#)

**"Committee Meeting"** means a meeting of the Committee.

**"Committee Member"** means one of the people comprising the Committee set out in [Section 11.1](#). and elected pursuant to [Section 11.4](#)

**"Disciplinary Committee"** consists of three (3) members of the Committee who have no actual, apparent or perceived bias in relation to a Dispute or Appeal, or as set out as in [Section 25.5](#)

**"Electoral Procedure"** means a system for which the election of office bearers is utilised ranging from and not limited to, secret ballot, electronic voting system, postal ballot or any other properly conducted electoral process as approved by the AGM or Special General Meeting.

**“Employee Membership”** means a person elected to employee membership of the club in accordance with [Section 5.7](#)

**"Financial Member"** means an Ordinary, Junior Member, Life Member or Employee Member with no outstanding subscription or other payment to the Club overdue.

**"Financial Statements"** means the Club's balance sheet and statement of accounts made up to the last day of the Year.

**"General Meeting"** means an Annual General Meeting or Special General Meeting of the Club.

**"In Committee"** means that no minutes or record of debate is kept, and that the debate is confidential to those attending the meeting concerned and "Into Committee" has a corresponding meaning.

**"Junior Member"** means a person elected to junior membership of the Club pursuant to [Section 5.4](#)

**"Legal Purchasing Age"** means the age at which a person may be sold or supplied with alcohol under current, relevant legislation for the Sale and Supply of Alcohol.

**"Meeting"** means a General Meeting or a Committee Meeting.

**"Member"** means any Ordinary, Junior, Honorary, Life or Employee Member of the Club as set out in [Section 5](#).

**"Month"** means calendar month.

**“Officer”** means a member of the Committee or a person occupying a position in the Club that allows the person to exercise significant influence over the management or administration of the club.

**"Ordinary Member"** means a person elected to ordinary membership of the Club pursuant to [Section 5.3](#)

**"Person"** includes an individual, partnership, firm, company, body corporate, association, organisation or any other entity or organisation whether incorporated or not.

**“Post”** includes displaying information electronically and in prominent areas within the Club, including but not exclusively the Club Notice Board.

**"President"** means the Club's president elected pursuant to [Section 12](#)

**“Secretary/Committee Secretary”** means that person appointed pursuant to [Section 14](#)

**“Secret Ballot”** means a method of voting where the count is not open to dispute and the identity of those voting for or against the motion can be kept secret.

**“The Club”** means Mercury Bay Club Incorporated.

**"Vice-President"** means the Club's vice-president elected pursuant to [Section 12](#)

**"Year"** means the Club's financial year of April 01 to March 31.

### 3. REGISTERED OFFICE

- 3.1. The registered office of the Club shall be at **69 Cook Drive Whitianga 3510**, or such other place as the Committee shall from time to time appoint.

### 4. PURPOSE

- 4.1. The purpose for which the Club is established is:
- a) To conduct, administer and maintain a Chartered Club for its members and for such people as are authorised from time to time in accordance with the terms of any charter granted to the Club.
  - b) To provide amenities and cultural activities
  - c) To promote sports; and
  - d) Generally, to provide an atmosphere where the members may meet and enjoy friendship and fellowship.

### 5. MEMBERSHIP

- 5.1. Members shall be entitled to rights and privileges as follows:
- a) Entry to the premises during such hours may be defined by the Club By-Laws (Rules & Regulations).
  - b) The right to hold office in accordance with the Constitution and rules of the Club.
  - c) An equal voice in all business of the Club.
- 5.2. Membership of the Club shall consist of Ordinary Members, Junior Members, Life Members and Honorary Members and shall comprise:

#### 5.3. **Ordinary Members**

Ordinary Members may be conferred on persons who have attained the age at which a person may be sold or supplied with alcohol under current, relevant legislation for the sale and supply of alcohol.

#### 5.4. **Junior Members**

Notwithstanding any other rules, the following rules set out provisions applying specifically to Junior Members. For the avoidance of doubt, where there is conflict or ambiguity between these rules and any other rule in this Constitution, then this rule relating to Junior Members shall prevail. Subject to the provision contained in these rules, all rules shall apply to Junior Members in the same way as they do to Ordinary Members.

- a) Individuals aged under the legal purchasing age may apply to become Junior Members of the club in accordance with the procedure for Ordinary Membership.
- b) A Junior Members's rights are restricted by the following:
  - i. No right to participate in any alcohol promotions, accept alcohol as a prize in any club activity, purchase alcohol or accept alcohol from any member except their parent or legal guardian.

- ii. No voting rights at club meetings.
  - iii. No right to hold office in the Club.
  - iv. No right to nominate membership.
  - v. No right to sign in visitors.
  - vi. No access to gaming machines in accordance with current relevant legislation.
- c) On reaching the legal purchasing age, Junior Members are eligible to apply for Ordinary Membership (refer Section 6 below).

#### 5.5. **Honorary Membership**

The committee may confer honorary membership on any person in recognition of any notable service or circumstances.

- a) Honorary membership shall apply only until the date of the Clubs next Annual General Meeting but may be renewed by the committee for the following year if they so resolve.
- b) An honorary member may not vote or hold office in the Club.
- c) Honorary members will not be required to pay the annual subscription.

#### 5.6. **Life Membership**

The Club in Annual General Meeting, upon recommendation by the Committee may grant Life Membership to any member for meritorious service rendered to or on behalf of the Club.

- a) Notice of intention to recommend shall be posted on the Club's notice board for fourteen (14) clear days prior to the Annual General Meeting.
- b) The number of Life Members shall not at any time exceed two (2) percent of the total membership of the Club.
- c) Life Members from the time of their election shall not be required to pay any annual subscription to the Club and shall have all rights and privileges of ordinary members.

#### 5.7. **Employee Membership**

- a) Employees shall be Ordinary Members.
- b) For the avoidance of doubt any matters relating to an Employee Member or membership will be dealt with by the Club Manager in accordance with relevant employment law the employees Employment Agreement and any other relevant Club policies.

### 6. **ADMISSION OF ORDINARY AND JUNIOR MEMBERS**

- 6.1. Each candidate for the Ordinary and Junior Membership must use the prescribed form, accompanied by the prescribed subscription.
- 6.2. The names of applicants will be posted on the Club noticeboard for at least fourteen (14) days prior to consideration by the Committee.
- 6.3. Any member may lodge in writing an objection to any application for Ordinary Membership. The objection will be considered by the Committee when considering the application

- 6.4. The Committee reserves the right to revoke Ordinary Membership within 90 days of application if the Ordinary Member is found to have provided false information or is deemed to have breached the Club's constitution and/or bylaws. If Ordinary Membership is revoked.
  - a) The member shall be informed in writing of the decision; and
  - b) The subscription fee will be refunded in full.
- 6.5. If an Ordinary Membership application is declined, the Committee will not accept another application from that person for two years.
- 6.6. No applicant whose application for Ordinary Membership is declined may appeal the decision in terms of the current Constitution

## **7. TEMPORARY MEMBERSHIP**

- 7.1. Temporary memberships may be issued in circumstances, and at a fee, determined by the Committee from time to time.

## **8. TERMINATION OF MEMBERSHIP**

- 8.1. By Resignation:
  - a) Members may resign their membership by letter addressed to the Committee Secretary of the Club.
- 8.2. By Expulsion
  - a) Members who are in breach of the constitution or engage in misconduct or any illegal activity within the Club premises, may be expelled by the majority vote of the Disciplinary Committee.
- 8.3. By Becoming Unfinancial
  - a) Members whose subscriptions remain unpaid 11 months after falling due will have their membership removed from the Membership Register.

## **9. REGISTER OF MEMBERS**

- 9.1. The Club will maintain a register of members in accordance with the Incorporated Societies Act 2022.
- 9.2. The Register of Members will be administered in accordance with current Privacy law and the Clubs Privacy Policy.
- 9.3. The Club will update the register of members as soon as practicable after becoming aware of changes to the information recorded on the register.
- 9.4. Subject to certain grounds for refusal set out in current Privacy law, members have the right to access the information held about them within the register of members and to request a correction at any time.

## 10. SUBSCRIPTIONS

- 10.1. The annual subscription is a sum determined by members during the Annual General Meeting or an Extraordinary General Meeting.
- 10.2. The subscription year of the Club commences on the 1st day of July each year.
- 10.3. The Annual Subscription is payable yearly in advance on or before the last day of July each year.
- 10.4. Any member whose subscription or other dues are not paid by the date referred to in [10.3 above](#), shall:
  - a) There upon automatically cease to be a financial member and lose his or her associated rights and privileges;
  - b) Not be refunded any subscription or other payment already paid.
  - c) Reapply for membership pursuant to the rules for the applicable category of membership if he or she wishes to be reinstated as a member;
  - d) A member incapacitated through illness, accident or distress may, on notice in writing given to the Secretary, have his or her subscription suspended or remitted.
- 10.5. Leave of Absence.
  - a) Members expecting to be absent from the Club for a year or more may request a Leave of Absence from the Committee; if approved, annual subscriptions will be waived during that time.
  - b) The Committee may resolve to restore Ordinary Membership on payment of an Annual Subscription.

## 11. GOVERNANCE

### 11.1. The Committee

The general business, management and control of the Club shall be conducted by a Committee , who are elected by Club Members in accordance with Section 11.4, and comprises of:

- a) 1 President.
- b) 1 Vice President.
- c) 1 Treasurer.
- d) Committee will comprise of a further Five to Seven (5-7) general Committee Members:
  - i. Members shall be appointed as per [Section 11.4](#)
  - ii. One general Committee Member, who must also be a financial or Life Member of the Mercury Bay Club Inc, shall be the appointee of the Mercury Bay Returned Services Association and shall be accredited the status of an elected member and shall hold office until replaced by the appointee of the Mercury Bay Returned Services Association.
- e) No two (2) family members shall be appointed to the Committee at any one time.
- f) Dual positions of Office shall not be held by one Committee member, i.e., President, Vice President, Treasurer or Committee Secretary.

### 11.2. Eligibility

Each Committee Member must:

- a) Meet the eligibility criteria set out within the Incorporated Societies Act 2022.
- b) Be a Financial Member of the club.
- c) Not be an employee of the club.
- d) Have been a Financial Member for at least two years immediately before nomination.
- e) For the position of President, candidates must have been a financial member of the Club for two years and have been a member of the committee for a minimum of one year.
- f) For the position of Treasurer or Vice President, the candidates must have been financial members of the Club for two years.
- g) Nominees and Seconders will have been a financial member for one year.
- h) Have completed the Appropriate Nomination form.

### 11.3. Term of Office

- a) The term of office for all positions shall be one (1) year, but with the option of re-election of all positions to occur every year at the Annual General Meeting, i.e., all positions are up for yearly re-election, unless no other candidates apply.

### 11.4. Election

The Committee shall be elected in the following manner: -

- a) Nomination of the Committee shall be made in writing on a form provided for the purpose to be deposited with the Secretary at least twenty-one (21) clear days prior to the Annual General Meeting. The proposer and seconder shall, at the date of nomination, have been financial members of the Club for at least one full year. If any is not, then the nomination shall be void.
- b) The election of Committee shall be by secret ballot commencing seven (7) clear days prior to and closing at 7pm the day prior to the Annual General Meeting.
- c) Voting papers shall be available at the Clubrooms to financial members of the Club, between the hours of 11. 00 am and 7. 00 pm on the days preceding the Annual General Meeting.
- d) An extraordinary vacancy for the office of President, Vice President or Treasurer shall be filled by the Committee, and the Committee shall appoint such person as they deem fit to join the Committee. This appointee shall only hold office until the next annual election.
- e) Employees of the Club shall not be eligible for nomination for the Committee.
- f) Employees' spouses' or partners who from time to time may be elected to the committee must debar themselves from all debates concerning staff performance or behaviour and may not sit on any Committee considering staff employment or remuneration.
- g) The immediate past President shall if he/she wishes be an additional ordinary member of the Committee for the twelve (12) months following his/her vacating the office of President. He/she shall have no voting right.

### 11.5. Resignation

- a) A member of the committee may resign by signing a written notice of resignation and giving it to the Committee. The notice of resignation is effective when it is received by the Committee or at a later time specified in the notice.
- b) Committee Members are deemed to have resigned if they are absent from (3) consecutive meetings of the committee without leave of the committee.

### 11.6. Removal from Office

- a) On receipt of a notice of motion of no confidence in one or more Committee Member(s) signed by ten percent (10%) of the total membership or fifty (50) Financial Members (whichever is greater), the Committee shall convene an Extraordinary General Meeting and proceed in accordance with [Section 17](#).
- b) In the event that a notice of motion of no confidence is raised against more than one committee member or the entire committee, the motion will be discussed at the Extraordinary General Meeting referred to in [Section 11.6 a\)](#). If the motion is carried, the meeting will appoint three (3) members of the club to assume the governance role until new elections can be conducted at a date set by the Extraordinary General Meeting.
- c) A Committee Member, who has been convicted of any offence which in the opinion of a majority of the Committee brings the Club into disrepute shall automatically and immediately be removed from office.
- d) A Committee Member, who becomes disqualified from holding office in accordance with Section 47(3) of the Incorporated Societies Act 2022 shall automatically and immediately be removed from office.
- e) The Committee may elect to remove a Committee Member with a 75% majority vote, if the Committee Member is not performing in accordance with the duties and expectations of the Committee.
- f) No Committee Member who has been removed from office shall be eligible for re-election without the consent of a General or Extraordinary Meeting.

### 11.7. Vacancy

- a) Committee retain the right to appoint a person to fill a vacancy on Committee created during the year.
- b) Persons appointed by Committee to fill a vacancy on Committee created during the year must stand for election at the next Annual General Meeting.

### 11.8. Powers

The Committee shall, subject to any limitations imposed by this Constitution, have the power to:

- a) Exercise all the powers and authorities of the Club
- b) To fund its activities by subscriptions or payments from members, fees or other income.
- c) To borrow, raise, or secure the payment of money in such a manner as The Club shall think fit, with or without security.

- d) To purchase, sell, lease, exchange, maintain, improve, hire, dispose of, manage, invest, lend, mortgage, charge, gift or otherwise deal with any real or personal property.
- e) To invest, lend, and deal with any monies of The Club not required for immediate use in such government or local body securities or on bank deposits as the Committee may think fit.
- f) To employ and remunerate staff.
- g) Family members connected to the Sitting Committee shall not be employed by the Club, unless at the discretion of the Club Manager/Secretary
- h) To undertake legal action.
- i) To form and disband Adjuncts, and Sub Committees.
- j) To enter into any contract, make any arrangements or undertake any activity for the financial or other benefit of The Club.
- k) To make regulations and required bylaws for the conduct of the Club and discipline required of members which shall be consistent with the provisions of the Incorporated Societies Act 2022, current Sale of Liquor laws or this Constitution.
- l) To conduct any other functions outlined in this Constitution.
- m) To use any rights or privileges that The Club may deem necessary or convenient for carrying out its powers, or furthering its objects under this Constitution; and
- n) To do anything incidental or conducive to the attainment of any of the objects of The Club.

#### 11.9. **Personal Benefit**

As a not-for-profit organisation, the officers and members may not receive any distributions of profit or income from it. This does not prevent officers or members:

- a) Receiving reimbursement of actual and reasonable expenses incurred, or
- b) Entering into transactions with the organization for goods or services supplied to or from them, which are at arm's length, relative to what would occur between unrelated parties.
- c) Provided no Officer or Member is allowed to influence any such decision made by the organisation with respect to payments or transactions between it and them, their direct family or any associated entity.

#### 11.10. **Duties**

Committee Members shall always:

- a) Render every assistance to the President, Vice-President and staff of the Club to maintain order and to prevent infringement of the Constitution and Rules & Regulations (By-Laws) or the terms of any charter or licence which may from time to time be granted to the club.
- b) Use powers for the proper purpose, to comply with the Act and the Clubs Constitution.
- c) Act in good faith and the best interests of the club.
- d) Exercise a degree of care and diligence of a reasonable person with such responsibilities.
- e) Not allow the Club activities to be carried on in a reckless manner or in a way likely to create a substantial risk of serious loss to the Club's creditors.

- f) Not to allow the Club to incur obligations that the officer does not reasonably believe will be fulfilled.
- g) Abide by the Club's Committee Code of Practise and Conduct, and
- h) Undertake any other duties which the Committee of the Club may from time to time determine.

#### **11.11. Interests Register**

- a) The Interests Register will be made available for inspection and approval by the Club Committee at the commencement of all Committee Meetings.
- b) A member of the committee with a direct or indirect financial interest in a matter must disclose, as soon as practicable details of the nature and extent of the interest.
- c) A member of the committee who is interested in a matter:
  - i. Must not vote or take part in a decision of the committee relating to the matter; and
  - ii. Must not sign any document relating to the entry into a transaction or the initiation of the matter; but
  - iii. May take part in any discussion of the committee relating to the matter and be present at the time of the decision.

## **12. PRESIDENT AND VICE PRESIDENT**

- 12.1. The President and Vice-President shall be ex officio members of all sub-committees, and Adjuncts.
- 12.2. The President shall preside over all meetings of the Committee and over all Annual and Special General meetings of the members, in the absence of the President the Vice-President shall preside.
- 12.3. At all meetings the President shall be entitled to a casting vote.
- 12.4. The Club Manager shall be the contact person with whom the Registrar can contact when needed.
- 12.5. The President shall be the Club's representative with the Manager/Committee Secretary, in matters of Club business.
- 12.6. In the event of a vacancy of the office of President, the Vice-President shall assume that role for the remainder of the term. In the event of a vacancy in the role of Vice-President, the committee shall elect a committee member to that role for the remainder of the term.

### **13. TREASURER**

13.1. The Treasurer shall: -

- a) Ensure that all monies received by the Club are paid into the Bank for credit of the Club
- b) Maintain proper and accurate financial records of the Club.
- c) Prepare a detailed report of the previous month's receipts and payments for each monthly Committee meeting and present it to that meeting
- d) Ensure that all taxes, levies, duties, and other payments required by statute are made before the due date and
- e) Ensure that all taxation and other financial returns required by statute are accurately completed and lodged by the due date and
- f) Prepare the Club's financial statements and present them to the Annual General Meeting each year.
- g) The Treasurer shall immediately bring to the attention of the Committee any financial irregularity or suspicion of financial irregularity, or concern regarding the financial performance of The Club.

### **14. COMMITTEE SECRETARY**

14.1. The Committee shall, in conjunction with the Club Manager appoint a Committee Secretary whose duties shall be to:

- a) Take minutes of Committee and General Meetings; and
- b) Conform to such regulations as shall time to time be made by the Committee.

14.2. Nothing in the Constitution shall preclude the engaging of outside professional services in the performance of any of the above duties or from combining the office of Committee Secretary with that of Club Manager, (Club Manager/Committee Secretary).

### **15. CLUB MANAGER**

15.1. The Committee may appoint a Club Manager.

15.2. It shall be the duty of the Club Manager to carry out all such duties as are required to manage the commercial management of the Club.

15.3. The Club Manager shall be accountable to the Committee being that body's only direct employee.

15.4. All other employees shall be under the direct control of the Club Manager. The engagement and dismissal of such employees as may be essential to provide adequate and efficient maintenance of the assets and control of the Club.

15.5. The role and responsibilities of the Club Manager shall be detailed within:

- a) A Position Description, which shall be kept up to date by the Committee; and
- b) An Employment Agreement.

- 15.6. The Club Manager shall attend and take part in all Committee and General Meetings except on occasions where the collective committee decides otherwise. The Club Manager shall not be entitled to exercise a vote on any question.
- 15.7. The Club Manager shall be the Club's representative in respect of both commercial legislative provisions and commercial legal requirements and may act as the Committee Secretary.

## **16. ANNUAL GENERAL MEETING**

- 16.1. The Annual General Meeting of the Club must be held by a quorum of 50 members.
- 16.2. The Annual General Meeting of the Club shall be held no later than 30th June each year at such time and place as shall be fixed by the Committee, for the purpose of:
- a) Receiving and adopting the Annual Report of the Committee.
  - b) Receiving and adopting the Financial Statements of The Club.
  - c) Considering, and acting on, any motion relating to the Annual Report or Financial Statements.
  - d) Considering, and acting on, any other motion of which due notice pursuant to [18.8 b\)](#) has been given.
  - e) Election of Committee Members.
  - f) Election of Auditor.
  - g) General Business.
- 16.3. Not less than (21) days before the Annual General Meeting notice of the meeting shall be given by way of publication on The Club's noticeboard, advertisement in public newspaper circulating in the district of The Club; and notice circulated to each member via known email
- 16.4. Not less than five (5) weeks before the Annual General Meeting nomination forms for the Committee to be prepared/ updated and made available to Office staff so that people seeking nominations can uplift these from a central point at The Club, complete them and deposit with the Committee Secretary within twenty one (21) clear days prior to the Annual General Meeting.
- 16.5. Not less than fourteen (14) days prior the following information is to be made available to Members via known email, a Club Newsletter and the Club Notice Board, advising that copies are available from the office of the Mercury Bay Club and Web Site and shall include
- Notice of Annual General Meeting
  - The Committee's Annual Report;
  - The Financial Statement;
  - Nominations received for Committee; and
  - Notice of any other business to be transacted at the Meeting.
- 16.6. Four weeks prior to the Annual General Meeting the Committee Secretary will contact the Scrutineers appointed at the previous Annual General Meeting to ensure of their availability and as to what dates they will be required for their duties.

- 16.7. On the day of the Annual General Meeting two members or committee members are to be available at the main entrance front desk to check that members who are attending have membership cards that are valid and current.
- 16.8. At the opening of the Annual General Meeting all entrance doors to The Club are to be locked until the Annual General Meeting is finished.

## **17. EXTRAORDINARY GENERAL MEETING**

- 17.1. The Extraordinary General Meeting of the Club must be held by a quorum of 50 members.
- 17.2. The Committee shall convene an Extraordinary General Meeting if at any time:-
- a) The Committee considers such a Meeting necessary or desirable: or
  - b) The Committee Secretary receives a written requisition to do so signed by not less than fifty (50) Financial Members stating the purpose of the Meeting requisitioned, in which case the meeting must be convened for that purpose only.
- 17.3. Not less than Seven (7) days' notice specifying the time and place of an Extraordinary General Meeting shall be given, specifying the time and place of an Extraordinary General Meeting, its purpose and an agenda, by way of:
- a) publication on The Club's notice board
  - b) advertisement in public newspaper circulating in the district of The Club; and
  - c) notice circulated to each member via known email

## **18. CONDUCT OF GENERAL MEETINGS**

- 18.1. At all General Meetings, the Chairman shall be:
- a) The President: or
  - b) In his or her absence, the Vice President: or
  - c) In the absence of both the President and the Vice President, a Committee Member elected by the meeting.
  - d) If the committee deem it necessary to acquire the services of an independent Chair due to the nature of the business to be discussed at a special general meeting.
- 18.2. The quorum for the General Meeting shall be fifty (50) Financial Members.
- 18.3. Minutes of all General Meetings are required to be kept.
- 18.4. A general meeting shall be adjourned if:
- a) A quorum is not present within half an hour after the time fixed for the meeting: or
  - b) A quorum is present and the meeting elects to adjourn.

- 18.5. If a meeting is adjourned, the Committee shall:-
- a) Fix a new date not more than fourteen (14) days later: and
  - b) Give at least three (3) days' notice of the adjourned meeting by advertisement in a public newspaper circulating in the district of the Club and by notice on The Club's notice board.
- 18.6. If a quorum is not present at an adjourned meeting, the meeting shall lapse. If a quorum is not present for an Extraordinary General Meeting, the agenda as displayed on the noticeboard shall automatically revert to the Committee to adjudicate on.
- 18.7. Attendances at meetings is to be published in the Annual Report.
- 18.8. **Resolutions**
- a) A member may without notice ask any questions or propose a resolution relative to the Annual Report or Balance Sheet.
  - b) Any member intending to propose a resolution bearing on any other matter must give notice of the proposed resolution seconded by another member, to the Committee Secretary at least twenty-one (21) days before the meeting and such notice of motion shall be forwarded to each member with notice of the meeting.
- 18.9. **Procedure:**
- The following rules of debate shall apply:-
- a) Each member may speak only once to each proposed resolution or amendment, except the mover, who may reply.
  - b) Unless the Chairperson otherwise determines the mover of any resolution or substantial amendment to a resolution shall be allowed five (5) minutes in which to introduce his proposition and ten (10) minutes for reply, or vice versa, and any other speaker will be allowed five (5) minutes.
  - c) The Chairman shall decide whether any amendment proposed to a resolution is a substantial amendment or not.
  - d) If freer discussion of any subject is desired, any member may move that the meeting go into Committee on that subject and such motion shall be immediately put and decided by a show of hands.
  - e) In Committee no Member shall speak for more than five (5) minutes at a time.
  - f) When in Committee any member may propose that the ordinary meeting shall be resumed, and such resolution shall be immediately put and decided by a show of hands.
- 18.10. Except as otherwise provided by this Constitution, all resolutions shall be decided by simple majority vote.
- 18.11. All resolutions passed at any meeting shall be conclusive and binding on all members whether present or not, provided that the meeting was held within conformity of the Constitution.

#### 18.12. Voting

At any General Meeting:-

- a) Each member shall be entitled to be present and give one vote on all questions:
- b) Voting shall be on show of hands in the first instance
- c) A declaration by the Chairman as to the result shall be conclusive unless a proposed resolution that the vote shall be taken by secret ballot is passed by a majority of Members present; and
- d) The Chairman shall have a deliberative vote and a casting vote in the event of equal votes being cast.

#### 19. COMMITTEE MEETINGS.

- 19.1. The quorum for a Committee Meeting shall be not less than sixty per cent (60%) of its members.
- 19.2. The Committee shall meet regularly and at least once each month at a time and place determined by the Committee, or on a requisition in writing to the Committee Secretary, setting out the purpose for which the Meeting is required and signed by three (3) members of the Committee.
  - a) A Committee Meeting must be held within seven (7) days of the Committee Secretary receiving requisition under this clause.
  - b) The following documentation will be distributed to Committee members no less than 3 days prior to the meeting (but is not limited to):
    - Agenda
    - Previous meeting minutes
    - President Report
    - Treasurer Report
    - Club Managers Report
    - Any other documentation or correspondence relating to Matters Arising.
- 19.3. At all Committee Meetings, the Chairman shall be:-
  - a) The President or In his or her absence, the Vice Presidents or
  - b) In the absence of both the above: a Committee Member elected by the meeting.
- 19.4. Any Committee Meeting shall be adjourned if:
  - a) A quorum is not present within half an hour after the time fixed for the Meeting: or
  - b) A quorum is present and the meeting elects to adjourn.
- 19.5. If a Committee Meeting is adjourned, the Committee shall:
  - c) Fix a new date not more than fourteen (14) days later: and
  - d) Give at least three (3) days' notice of the adjourned Meeting to each Committee Member.
- 19.6. If a quorum is not present at an adjourned meeting, the meeting shall lapse.

- 19.7. Except as otherwise provided by this Constitution, all questions raised at a Committee Meeting shall be decided by a simple majority of votes cast.
- 19.8. The Chairperson shall have a deliberative vote and a casting vote in the event of equal votes being cast.

## **20. ACCOUNTS & FINANCIAL MANAGEMENT**

### **20.1. General Accounting and Financial Management**

- a) Committee members have rights to unimpeded access to any all information regarding the financial operation of the Club.
- b) The Committee shall ensure that accounting records are kept that:
- i. Correctly record all transactions; and
  - ii. Allow for the production of financial statements in compliance with the Incorporated Societies Act 2022 and any other relevant legislation; and
  - iii. Enable the financial statements to be readily and properly audited if required under any legislation or this Constitution.
- c) The committee will ensure that an appropriate accounting system is adopted to maintain a satisfactory system of control of the clubs accounting records.
- d) All revenue shall be banked with the approved financial institution after being accounted for within the Club's accounting system.
- 20.2. All payments are to be approved by two people who are, in turn, approved by the Committee as authorised signatories.
- 20.3. Capital and maintenance expenditure over \$20,000 to have at least two (2) quotes when practical.

### **20.4. Committee Expenses**

With prior approval, Committee members representing the Club at conferences or events may be reimbursed expenses. GST receipts must be provided as evidence of expenses.

### **20.5. Adjunct Accounts and Financial Management**

- a) All adjuncts must conduct their financial transactions within the confines of this constitution and according to the Clubs accounting system and processes.
- b) Any assets of the Adjunct are the assets of The Club.
- c) All monies received for Adjuncts shall be paid into that Adjunct's bank account referred to in clause [20.5 e\) below](#)
- d) All accounting, taxation, financial reporting and legal compliance responsibilities of the Adjunct shall rest with The Club.
- e) Adjuncts must have a separate bank account to The Club, which shall be on the Club's base bank account number.
- f) All requests for payments on behalf of the Adjunct will be approved by a person designated by the Adjunct.

- g) All payments are to be made by two people who are, in turn, approved by the Committee as authorised signatories
- h) All payments on behalf of an Adjunct shall be made by electronic payment on the Adjunct's account.

#### **20.6. Auditor**

- a) The Club's accounts shall be audited annually by a Chartered Accountant appointed by the members at the Annual General Meeting, who shall;
  - i. Be a member of the Institute of Chartered Accountants of New Zealand and
  - ii. Not be a Committee Member or hold any other office in the Club.
- b) The Auditor shall have the right to attend any meeting of the Club at which the Club's financial affairs are under discussion but shall not be entitled to exercise a vote on any question.
- c) The Auditor shall be paid such fees as may be determined by the Committee from time to time.
- d) The Auditor shall have the power to call for the production of all the books, papers, and documents, including electronic documents relating to the affairs of the Club. The financial statements shall be audited by him or her and if correct, certified under his or her hand before they are submitted to the Annual General Meeting.

### **21. LIABILITY**

- 21.1. The Committee shall not be held responsible for acts, defaults, or omissions on the part of casual or permanent employees or contractors to The Club.
- 21.2. The Club shall hold such liability insurance that indemnifies against all claims, costs, and losses arising from actions taken or not taken in good faith while exercising their rights or duties under this Constitution, any bylaw or the law, provided they act with a reasonable belief that such conduct is permitted.
- 21.3. The people referred to in [21.2 above](#) are:
  - a) All members of the Committee.
  - b) All Members of The Club who are acting with the express authority of the Committee.
- 21.4. Indemnity shall extend to things done or omitted in the past.
- 21.5. Indemnity shall not extend to criminal liability.

### **22. CLUB HOURS**

- 22.1. Club opening hours will be set at the discretion of the Committee, in agreement with the Club Manager.

## **23. VISITORS**

- 23.1. Any member may invite any person as a visitor to the Club in accordance with the following:-
- a) By entering the Club premises, a visitor agrees to abide by this Constitution.
  - b) All visitors will enter their name and address and sign The Club's visitor's book each time they visit the Club.
  - c) The Member accompanying a visitor will also sign The Club's visitor's book and at all times be responsible for the conduct of the visitor.
  - d) No visitors will be sold or supplied liquor on Club premises unless the visitor is present at the invitation of a Member and is in the company of that member and the liquor is supplied for consumption on the premises.
  - e) Visitors cannot become a regular or frequent visitor, with the exception of using the dining facilities, on more than four (4) occasions, before they will be requested to apply to join the Club as an Member, under the conditions of [Sections 5 & 6 above](#)

## **24. MEMBERS OF AFFILIATED CLUBS VISITING THE CLUB**

- 24.1. Are deemed to agree to abide by this Constitution and other by-laws.
- 24.2. Affiliated club visitors have the same rights as members to be sold or supplied liquor on the Club premises provided, they are of the legal drinking age and have produced sufficient evidence to an Officer of the Club or member of its staff, that they are a member of an affiliated Club.
- a) No person, whether a member of an affiliated Club or otherwise, may become a regular or frequent visitor, on more than four (4) before they will be requested to apply to join the Club as an Member, under the conditions of [Sections 5 & 6 above](#)

## **25. DISPUTES & APPEALS**

- 25.1. All members of the Club will be covered by this Constitution and may be subject to penalties, sanctions or orders imposed by the Disciplinary Committee.
- 25.2. If the conduct of any member should be reported as objectionable, a member, guest, visitor, staff member or any member of the public making the complaint shall do so in writing to the Manager or Club President, as soon as practical and no later than one calendar month after the incident.
- 25.3. The written complaint will include:
- a) The name of the Complainant.
  - b) Their membership number or position held within the Club (if any).
  - c) The name of the person complained about (respondent).
  - d) The date, time, and location of the incident.
  - e) The nature and details of the incident.
  - f) The name of witnesses (if any).
  - g) The remedy being sought by the complainant.

- 25.4. Upon receipt of a complaint, the Committee will decide whether a Disciplinary Committee needs to be convened within 14 days or within a reasonable time as circumstances permit. In the event of a complaint being made against a member of the Committee, a Disciplinary Committee will be convened by the Manager.
- 25.5. Depending on the seriousness of the complaint and at the discretion of the President and/or the Manager, the respondent may be immediately notified that they are temporarily suspended pending an investigation and/or until a hearing if any.
- a) The Disciplinary Committee and Appeals Committee will consist of three (3) members of the Committee who have no actual, apparent or perceived bias in relation to the respondent.
  - b) If three (3) Committee Members cannot be found to be free of any actual, apparent or perceived bias up to three (3) financial members of the Club may be co-opted by the Committee to form a Disciplinary Committee or Appeals Committee. If this is still not possible, they may co-opt up to three (3) non-members of the Club to form a Disciplinary Committee or Appeals Committee with the preference being given to members of another Club or members of the public in good standing.
  - c) If the complaint is against a Committee Member the Manager will co-opt one (1) Committee Member and two (2) financial Club Members who have no actual, apparent or perceived bias in relation to the respondent, to form a Disciplinary Committee or Appeals Committee. If this is not possible, the Manager may co-opt up to three (3) non-members of the Club with the preference being given to members of another Club or members of the public in good standing.
- 25.6. Prior to any hearing, the Disciplinary Committee will request that the Manager, or his/her representative, endeavors to obtain any witness statements as appropriate to the complaint. In all cases the witness statement(s) will be provided to the respondent prior to the hearing and will be tabled at any mediation or hearing.
- 25.7. Witnesses may or may not be called to, or requested to attend, any mediation or hearing in person as deemed appropriate.
- 25.8. The Disciplinary Committee may, where they deem appropriate, use Restorative Justice or Mediation in the first instance before taking the complaint to a Disciplinary Hearing. This will be at the discretion of the Disciplinary Committee.
- 25.9. The respondent will be notified of the complaint against them in the Advice of Complaint Form as soon as possible considering potential sensitive issues and difficulties that may arise from the complaint.
- a) Notification will be via email sent to the email address in the Club register of members or, in the event the respondent does not have an email address in the Club register of members, to their mailing address in the Clubs' register of members.
- 25.10. At the time of notification, the respondent will be given a minimum of 7 days' notice of the date and time of the mediation meeting or hearing. The respondent may request a different date and/or time, however any request to change is at the discretion of the Disciplinary Committee.
- a) If the respondent does not attend, the meeting or hearing will be heard in their absence.

- 25.11. The respondent shall be supplied with any statements relating to the complaint that are obtained after receipt of the complaint which has not previously been provided to the respondent.
- 25.12. Any video, photographic or audio evidence compiled by the Club will not be permitted to be copied or taken off the Club premises by either party. The respondent may request a viewing of such evidence (along with any support person or legal representative) at a time agreed upon, with the Manager or his/her representative.
- 25.13. The respondent is entitled to be represented at the hearing by legal counsel who holds a current practice certificate. In addition, they may bring one (1) support person of their choice to the meeting. Any support person attending will not be permitted to cross-examine any witnesses or make submissions on their behalf.
- 25.14. The Disciplinary Committee may bring a Club legal representative to any meetings or hearing.
- 25.15. The Disciplinary meeting or hearing will be audio recorded for accuracy which will be saved on the Club computer servers for a minimum of 12 months where possible but may be kept for a longer period. A copy will not be provided to any party.
- a) Neither the Complainant nor Respondent will be permitted to record proceedings. A transcript of the meeting may be requested and will be supplied to either party within fourteen (14) days.
- 25.16. At any time during the hearing the Disciplinary Committee may adjourn or halt proceedings to obtain any legal or other advice, information, witness statement/s or for any other reason it sees fit. The proceedings will be re-commenced at a time set by the Disciplinary Committee.
- 25.17. At the conclusion of any meeting or hearing the Disciplinary Committee may take up to seven (7) days to deliberate and reach a decision. Once a decision has been made the Disciplinary Committee will notify both the complainant and the respondent of their decision in writing and the reasons for the decision within three (3) working days. Notification will be sent as per [Section 25.9 a\)](#)
- a) The respondent will have three (3) days to respond to the decision of the Disciplinary Committee.
- i. In the event of the Disciplinary Committee finding a complaint proved, they will convene at any time, but no more than seven (7) days, after the period described in [Section 25.17 a\)](#) to determine the imposition of any sanction or penalty if any. This does not preclude the Disciplinary Committee imposing a sanction or penalty immediately after finding the complaint proved. The respondent will be notified of the sanction or penalty, and the reasons for the sanction or penalty, within two (2) working days of the decision.
- 25.18. The respondent will have seven (7) days to notify the Club of any wish to appeal the decision. The notification must be in writing either in hard copy mailed to the Club or via email to the Manager at [manager@mercurybayclub.co.nz](mailto:manager@mercurybayclub.co.nz)
- a) The respondent has up to a further seven (7) days to notify the grounds for their appeal.
- b) If in the opinion of the Manager the sanction, penalty or order made by the Disciplinary Committee is manifestly inadequate or inappropriate, the Manager may appeal within seven (7) days of receiving the Disciplinary Committee's decision. A copy of the appeal must be served within a further seven (7) days of the respondent.

- 25.19. On receipt of an appeal notice an Appeals Committee will be convened as per [Section 25.4](#). The Appeals Committee cannot include any of the members of the original Disciplinary Committee.
- 25.20. The Appeals Committee will be given all information, statements, recordings, video, transcripts and any other evidence as gathered during the Disciplinary proceedings. They may at their discretion obtain new information, witness statements or advice they deem necessary.
- 25.21. The Appeals Committee will set a date as per [Section 25.10](#). and will inform the respondent as per [Section 25.9 a\)](#) and the process will follow the same process as the Disciplinary Committee.
- 25.22. The Appeals Committee decision will be final, and no further appeal will be permitted.
- 25.23. The Disciplinary Committee or Appeals Committee have the power to issue a warning or caution, impose a good behaviour bond, suspend, or cancel Club Membership, expel the Member, ban the Member from re-joining the Club for any length of time, or apply penalties, sanctions or orders they see fit.
- 25.24. At all times during the process the privacy of all parties must be respected by all parties.
- 25.25. All hearings will be private. No members of the public or members shall be entitled to attend. Representatives of the media are not entitled to attend.
- 25.26. The Disciplinary Committee or Appeals Committee may or may not disseminate to the Club Members any penalty, sanction or order given in any manner as it sees fit.
- 25.27. This Constitution applies to all Club members within the Club and its' grounds and to all Club members when they are representing the Club in any official capacity outside the Club premises.
- 25.28. In the matter of complaints involving members of any Club Adjuncts, the Club has the power to delegate disciplinary matters that are minor in nature to the Adjunct.

## **26. IMMEDIATE SUSPENSION**

- 26.1. After consultation with the Club President, the Club Manager may serve a trespass notice to any member who breaches current relevant legislation in relation to the Sale & Supply of Alcohol and Class 4 Gambling or any other illegal activity. Such trespass notice must be conveyed to all Committee members and Staff at earliest notice.

## **27. READMISSION OF SUSPENDED MEMBERS**

- 27.1. Any Member suspended from the Club may, at the conclusion of their suspension period, re-apply to become a Member as per [Section 6 above](#), the following will apply:
- a) Committee reserve the right to extend the 90-day probation period
  - b) Committee reserve the right to impose (in writing) any other appropriate conditions.

## **28. CLAIMS TO CLUB PROPERTY**

- 28.1. No expelled or retiring or forfeiting member/s shall have any claim upon the Committee, any Sub Committee or the Club, either collectively or individually or to any property of the Club.

## **29. LIQUIDATION**

- 29.1. The Club may be voluntarily liquidated as provided by Section 24 of the Incorporated Societies Act, 2022 and its amendments, and all monies or assets after due settlement of all just debts and the affairs of The Club shall be handed over to some charitable institution to be determined upon at the next Committee meeting.

## **30. REVISION OF CONSTITUTION**

- 30.1. This Constitution may be altered, added to, repealed or rescinded by a resolution passed by a majority of the members for the time being entitled to be present and to vote at any General Meeting of which notice specifying the intention to propose the resolution has been duly given according to the Constitution.

## **31. ACCESS TO INFORMATION**

- 31.1. Members have the right to request information held by the club, including but not limited to copies of financial reports and minutes of confirmed general and/or committee meetings.
- 31.2. Requests to access information must be made in writing and must specify the information sought in sufficient detail to enable it to be identified.
- 31.3. The club will, within a reasonable time, after receiving a request:
- a) Provide the information; or
  - b) Agree to provide the information within a specified period; or
  - c) Refuse to provide the information, specifying the reasons for the refusal.
- 31.4. The Club may refuse to provide the information if:
- a) Withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons; or
  - b) The disclosure of the information would, or would be likely to, prejudice the commercial position of the club or of any of its members; or
  - c) The disclosure of the information would, or would be likely to, prejudice the commercial position of any other person, whether or not that person supplied the information to the society; or
  - d) The information is not relevant to the operation or affairs of the society; or
  - e) The request for the information is frivolous or vexatious.

## **32. BY-LAWS (RULES & REGULATIONS)**

- 32.1. The Committee may make, alter, and rescind By-Law's incidental to the operations of the Club, so long as they are in conformity with the Constitution. A register of By-Laws must be kept and displayed

### **33. ADJUNCTS**

- 33.1. An Adjunct may be formed within The Club for sporting or special interest groups.
- 33.2. The Committee of the Adjunct shall not do, or omit to do, anything that is likely to prejudice or not be in the best interests of The Club.
- 33.3. Members of an Adjunct involved in any activity of or related to the Adjunct shall indemnify The Club and its representatives of any problem, direct or indirect loss or damage, claim or proceedings (including in negligence caused or contributed to by that activity).

**34. MEMBER'S CERTIFICATE**

34.1. We hereby certify that this Constitution has been approved, passed and confirmed at the Annual General Meeting of the Mercury Bay Club Incorporated, held on DAY MONTH YEAR

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Name	Position	Membership Number	Signature
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Name	Position	Membership Number	Signature
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Name	Position	Membership Number	Signature
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