



CONSTITUTION OF KERIKERI SPORTS COMPLEX INCORPORATED

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1. Name and Office

The name of this incorporated society is `Kerikeri Sports Complex Incorporated`

The registered office of Kerikeri Sports Complex Incorporated shall be at such place as the Board of Kerikeri Sports Complex Incorporated may determine. Due notice of any change in the place of the registered office shall be given to the Registrar of Incorporated Societies and to all Members of Kerikeri Sports Complex Incorporated.

2. Objects

The Objects of Kerikeri Sports Complex Incorporated are to be beneficial to the community by:

- 2.1 Acquiring, developing, administering and operating in the Far North area regional sports fields, grounds and facilities.
- 2.2 Promoting, fostering and developing amateur sport, sports training, health and fitness in the Far North area generally and in particular for young people.
- 2.3 Providing information and assistance, resources and opportunities for communication with, between and to the Members of Kerikeri Sports Complex Incorporated including in relation to the Incorporation's and each Member's funding applications.
- 2.4 Co-ordinating Members' funding applications.
- 2.5 Co-ordinating the use of the Incorporation's sports fields, grounds and facilities.
- 2.6 Meeting and promoting the interests of its membership.
- 2.7 Developing and keeping current a management plan for the Incorporation's sports fields, grounds and facilities.
- 2.8 Securing sports fields, grounds and facilities for the Members generally and in particular for the Founding Members in anticipation of their relocation from their existing fields, grounds and facilities and without limitation:
 - (a) So as to ensure that the Kerikeri Rugby Union Football Club Incorporated has priority use of *all rugby fields and changing rooms*
 - (b) So as to ensure that the Kerikeri Netball Centre Incorporated has priority use of the netball courts and control room, and shared use of the changing room and toilet area
 - (c) So as to ensure that the Kerikeri Squash Club Incorporated has priority use of the squash courts and shared use of the changing room and toilet area
- 2.9 Doing all such things and undertaking such activities as are necessary, incidental, or conducive to the advancement of these Objects.

3. Powers

The powers of Kerikeri Sports Complex Incorporated shall be:

- 3.1 To establish a Board together with such Committees or other groups as the Board shall determine to ensure the advancement and attainment of any of the Objects of Kerikeri Sports Complex Incorporated and to delegate its powers and functions to such groups.
- 3.2 To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property or any rights and privileges in connection with such property and to hold, improve, manage, develop, let or lease, sell, exchange or otherwise dispose of any such property, rights or privileges.
- 3.3 To borrow and raise money in such manner as Kerikeri Sports Complex Incorporated may determine.
- 3.4 To invest and deal with monies of Kerikeri Sports Complex Incorporated not immediately required for the purposes of Kerikeri Sports Complex Incorporated in such a manner as the Board thinks fit and in particular to invest the same on mortgage or in the purchase of real, leasehold or personal property or securities or by depositing the same with any bank on interest bearing terms.
- 3.5 To determine, raise and receive monies by way of subscription, fees, levies, grants (including government funding), donation, or otherwise.
- 3.6 To employ the services of such staff, on such terms as the Board determines as appropriate, to work for and on behalf of Kerikeri Sports Complex Incorporated.
- 3.7 To determine who may be Members of Kerikeri Sports Complex Incorporated.
- 3.8 To take or defend legal proceedings of any kind.
- 3.9 To take and effect insurance (including officers liability insurance).
- 3.10 To do all such acts or things as are incidental, conducive or subsidiary to all or any of the Objects or purposes of Kerikeri Sports Complex Incorporated.

4. Members

4.1 Membership Categories

The membership of Kerikeri Sports Complex Incorporated (collectively called 'Members') shall consist of:

- (a) Founding Members
- (b) Affiliate Members
- (c) Non-voting Initial Members

4.2 Admission to Membership

Membership of Kerikeri Sports Complex Incorporated shall bind all Members to abide by the provisions of this Constitution and decisions of Kerikeri Sports Complex Incorporated.

4.3 Founding Members

Founding Members of Kerikeri Sports Complex Incorporated shall be:

Kerikeri Rugby Union Football Club Incorporated
Kerikeri Netball Centre Incorporated
Kerikeri Squash Club Incorporated

4.4 Affiliate Members

An Affiliate Member shall be any Incorporated Society, or any person or group involved in the delivery of sport and or recreation in and around the Far North area who has sought and been accepted for membership after the founding of Kerikeri Sports Complex Incorporated as provided in Rule 4.6.

4.5 Applications for Membership

The Board may make Rules determining the procedure to be followed by any applicant for membership.

4.6 Admission to Membership

The Board shall have the sole discretion to determine whether any applicant shall be admitted to membership of Kerikeri Sports Complex Incorporated and the voting rights allocated to that Affiliate Member and for the avoidance of doubt the Board may allocate fractions of a whole vote and may allocate different voting rights to each Affiliate Member provided that if no voting rights are allocated at the time an Affiliate Member is accepted for membership then that Affiliate Member shall have one (1) vote. Any organisation applying for Affiliate membership shall:

- (a) Be a society incorporated under the Incorporated Societies Act 1908 or any recognised legal entity or
- (b) Be a society involved in the delivery of sport and recreation in and around the Far North Area.

4.7 Non-voting Initial Members

Non-voting Initial Members shall be all those Members on incorporation other than the Founding Members. Each Non-voting Initial Member shall have no voting rights.

4.8 Membership Fees

The Board shall determine:

- (a) The membership fee and all other fees payable by Founding and Affiliate Members to Kerikeri Sports Complex Incorporated.
- (b) The date and manner by which such fees shall be paid to Kerikeri Sports Complex Incorporated.

4.9 Members' Rights and Obligations

Members acknowledge and agree that:

- (a) This Constitution is a contract between each Member and Kerikeri Sports Complex Incorporated and that they are bound by its terms and any Regulations, By-Laws, or Rules of Kerikeri Sports Complex Incorporated.
- (b) Members must comply with this Constitution and any Regulations, By-Laws, Rules, Determinations, Resolutions or Policies which may be made or passed by the Board of Kerikeri Sports Complex Incorporated.
- (c) Members are subject to the jurisdiction of Kerikeri Sports Complex Incorporated.
- (d) This Constitution, and any Rules, Regulations, By-Laws, Resolutions or Policies implemented pursuant to it are reasonable and necessary for the promotion and furtherance of the Objects of Kerikeri Sports Complex Incorporated.
- (e) Members are entitled to all benefits, advantages, privileges and services of membership as are conferred by this Constitution, and any Rules, Regulations, By-Laws, Resolutions or Policies implemented by the Board.

5. Cessation of Membership

5.1 Notice of Resignation

Any Member who has paid all monies due and owing to Kerikeri Sports Complex Incorporated may resign from Kerikeri Sports Complex Incorporated by giving one months notice in writing to Kerikeri Sports Complex Incorporated of such intention to resign and upon expiration of that period of notice the Member shall cease to be a Member.

5.2 Failure to Pay Membership Fees

Where a Member fails to pay its membership fees within three (3) months of the date determined by the Board then the Board in its absolute discretion may terminate that Member's membership of Kerikeri Sports Complex Incorporated.

6. Annual General Meetings

6.1 Annual General Meetings to be Held

Kerikeri Sports Complex Incorporated shall convene and hold an Annual General Meeting of its Members within four months or each Financial Year end.

6.2 Ordinary Business

The ordinary business of the Annual General Meeting shall be to:

- (a) Confirm the Minutes of the last preceding Annual General Meeting and of any General Meeting held since that meeting.
- (b) Elect new Board Members if applicable.
- (c) Receive from the Board reports upon the operation of Kerikeri Sports Complex Incorporated during the last preceding year including the Performance Report required under the Incorporation Societies Act 1908.

6.3 Special Business

The Annual General Meeting may transact and consider special business of which notice is given in accordance with this Constitution.

6.4 Additional Meetings

The Annual General Meeting shall be in addition to any other General Meetings that may be held in the same year. Any such General Meetings shall be Special General Meetings and shall be held in accordance with the provisions of this Constitution.

6.5 Entitlement to Attend Meeting

Except with the prior consent of the Board, or the meeting in its discretion, the only persons entitled to be present at the Annual General Meeting of Kerikeri Sports Complex Incorporated shall be the Members of the Board, the Auditor, if any, and the Members other than the Non-voting Initial Members.

7. Special General Meetings

7.1 Special General Meetings May be Held

The Board may whenever it thinks fit convene a Special General Meeting of Kerikeri Sports Complex Incorporated and, where but for this Rule more than 15 months would elapse between Annual General Meetings, shall convene a Special General Meeting before the expiration of that period.

7.2 Requisition of Special General Meeting

- (a) The Board shall on the requisition in writing of Members holding in total no less than two thirds of the total voting rights of all Members convene a Special General Meeting.
- (b) The request for a Special General Meeting shall state the object(s) of the meeting and shall be signed by or on behalf of Members making the requisition and shall be sent to Kerikeri Sports Complex Incorporated and may consist of several documents in a like form, each signed by one or more of the Members making the requisition.
- (c) If the Board does not cause a Special General Meeting to be held within one month after the date on which the requisition is sent to Kerikeri Sports Complex Incorporated, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than three (3) months after that date.
- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or nearly as possible as that, in which meetings are convened by the Board.

8. Notice of and Proceedings at Meetings Generally

8.1 Notice to be Given

The Secretary shall give at least 28 days notice in writing of a General Meeting to be given to each Member with voting rights and the auditor, if any, which notice shall state the place, date, time and nature of the proposed business to be transacted at the meeting.

8.2 Business of Meeting

- (a) No business other than that set out in the notice convening the meeting shall be transacted at the meeting.
- (b) A Member desiring to bring any business before a meeting shall give at least *four (4)* days notice in writing of that business to the Board which shall include that business in a notice calling the next General Meeting after the receipt of the notice.

8.3 Special Business

All business that is transacted at a Special General Meeting or the Annual General Meeting with the exception of that referred to in these Rules as the ordinary business of the Annual General Meeting shall be special business.

8.4 Attendance

- (a) No item of business shall be transacted at a General Meeting unless a quorum of those entitled under this Constitution to vote is present during the time when the meeting is considering that item.
- (b) Members holding a majority of the total of all Members' voting rights shall form a quorum for the transaction of the business at a General Meeting. *(See paragraph 12.4)*
- (c) If within half an hour after the appointed time for the commencement of a General Meeting a quorum is not present, the meeting:
 - (i) If convened upon the requisition of Members, shall be dissolved; and
 - (ii) In any other case, shall stand adjourned to the same day in the next week at the same time and (unless Members are notified of an alternate venue) at the same place and if at that adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the meeting shall be dissolved.

9. **Chairperson at Meetings**

9.1 Board Chairperson to Chair

The Board Chairperson shall preside as Chairperson at each General Meeting of Kerikeri Sports Complex Incorporated.

9.2 Where Chairperson Absent

If the Board Chairperson is absent from a General Meeting or is unable or unwilling to preside, the Board members present shall elect one of their number to preside as Chairperson at the meeting.

10. **Adjournment of Meetings**

10.1 Chairperson May Adjourn Meeting

The Chairperson of a General Meeting at which a quorum is present may, with the consent of the meeting, adjourn the meeting from time to time and place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

10.2 Further Notice

- (a) Where a meeting is adjourned for 14 days or more, a like notice of the adjourned meeting shall be given as in the case of the General Meeting.
- (b) Except as provided in Rule 10.2 (a), it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

11. **Voting at General Meetings**

11.1 Voting Procedure

- (a) Each of the Founding Members shall be entitled to three (3) votes and each Affiliate Member shall be entitled to such vote or fraction of a vote as was allocated at the time its application for membership was accepted provided that if no such allocation was made then an Affiliate Member shall have one (1) vote.
- (b) Each of the Founding and Affiliate Members may be represented at meetings by one representative who shall be entitled to take part in deliberations and exercise all that Member's voting rights and no more than one other representative of that Member may take part in deliberations but shall not be entitled to exercise that Member's voting rights. A Member's representatives must advise the Chairperson immediately prior to the meeting of their voting or non-voting status.
- (c) Unless otherwise provided for in these Rules a question arising at a General Meeting of Kerikeri Sports Complex Incorporated shall be determined by a majority of those votes cast at the meeting either by a show of hands or by way of a poll as provided for in Rule 11.3.
- (d) In the case of an equality of voting on a question, the Chairperson of the meeting may exercise a casting vote.
- (e) A Member is not entitled to vote at any General Meeting unless all monies due and payable to Kerikeri Sports Complex Incorporated have been paid, including the amount of the annual subscription payable in respect of the current Financial Year.

11.2 Recording of Determinations

Unless a poll is demanded in accordance with these Rules a declaration by the Chairperson that a Resolution has, on a show of hands, been carried unanimously, carried by a particular majority or lost or any entry to that effect in the Minute book of Kerikeri Sports Complex Incorporated is evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that Resolution.

11.3 Poll at General Meeting

- (a) If at a meeting a poll on any question is demanded by a majority of the Members present it shall be taken at the meeting in such manner as the Chairperson may direct and the result of the poll shall be deemed to be a Resolution of the meeting on that question.
- (b) A poll that is demanded on a question of an adjournment shall be taken immediately and a poll that is demanded on any other question shall be taken at such time before the close of the meeting as the Chairperson may direct.

11.4 Postal Voting

- (a) Postal voting (including but not limited to voting by land mail, email, facsimile transmission or any other form of visible or electronic transmission) may be held from time to time in such instances as the Board may determine and shall be held in accordance with procedures prescribed by the Board.
- (b) All postal voting shall be conducted under conditions of a secret ballot and shall be scrutinised by an impartial person duly appointed by the Board to conduct the ballot.

12. Board

12.1 The Board is the governing body of Kerikeri Sports Complex Incorporated.

12.2 Powers of Board

- (a) The affairs of Kerikeri Sports Complex Incorporated shall be managed by a Board constituted under Rule 12.3.
- (b) Subject to this Constitution and the Incorporated Societies Act 1908, the Board:
 - (i) Shall control and manage the business and affairs of Kerikeri Sports Complex Incorporated;
 - (ii) May exercise all such powers and functions as may be exercised by Kerikeri Sports Complex Incorporated other than those powers and functions that are required by this Constitution to be exercised by the Members in General Meeting; and
 - (iii) Has power to perform all such acts and things as appear to the Board to be essential or appropriate for the proper management of the business and affairs of Kerikeri Sports Complex Incorporated.

12.3 Board Composition and Term

(a) The Board

- (i) *The composition of the Board shall consist of two Members nominated by each of the three Founding Members; and*
- (ii) One representative nominated by the Far North District Council; and
- (iii) Not more than two members elected by a majority of the Affiliated Members at an Annual General Meeting

(b) Vacancies

- (i) A Board Member nominated by a Founding Member or the Far North District Council shall hold office until such time as their nomination is cancelled or they vacate their office prematurely and in either case the Founding Member or the Far North District Council, as the case may be, may nominate a new Board Member who shall become a member of Board with immediate effect.
- (ii) Where an elected Board Member or a member appointed by the Board vacates their office prematurely they shall be replaced at the next Annual General Meeting or meeting of the Board as the case may be and that replacement Board Member will serve out the period of the replaced Board Member.
- (iii) The Board has the power to co-opt a person on to the Board to fill a temporary vacancy or for a defined special project.

12.4 Quorum for Board Meetings

Five members of the Board present at a Board Meeting shall constitute a quorum unless the total number of members of the Board is seven (7) or less in which case the quorum shall be a majority of the total number of members of the Board.

12.5 Chairperson

The Board may elect one of the Board Members appointed under Rule 12.3 (a) to act as Chairperson and may remove or replace any such Chairperson provided that in the event that at any time there is no such person elected as Chairperson then the Board Member nominated by the Far North District Council shall be Chairperson.

12.6 Board Meetings

- (a) The Board shall meet at such place and at such times and in such manner as it shall determine.
- (b) The Chairperson shall chair Board meetings or in his/her absence any other Board Member determined by the Board.
- (c) Subject to Rule 12.6 (d), each Member of the Board present at a meeting of the Board is entitled to one vote.
- (d) In the event of an equality of votes on any question, the Chairperson may exercise a second or casting vote.
- (e) A resolution in writing signed or assented to by facsimile, email or other form of visible or other electronic communication by all Board Members shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Board Members.
- (f) A meeting of the Board may be held where one or more of the Board Members is not physically present at the meeting, provided that:
 - (i) Notice of the meeting is given to all Board Members in accordance with the procedures agreed from time to time by the Board.
 - (ii) All Board Members participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or video conferencing facility or by any other form of communication.
 - (iii) If any failure in communication prevents the requirements of Rule 12.6 (f) (ii) from being satisfied and such failure results in the quorum not being met or maintained, the meeting shall be suspended until the requirements of Rule 12.6 (f) (ii) are satisfied again and if not satisfied within 15 minutes from the time of interruption, the meeting shall be deemed to have been terminated or adjourned.
 - (iv) Any meeting held where one or more Board Members is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Board Member is there present and if no Board Member is there present, the meeting shall be deemed to be held at the place where the Chairperson of the meeting is located.

13. Regulations

13.1 The Board may make Regulations and/or By-Laws and Policies and alter, amend or rescind the same as occasions may require, and enforce penalties for their breach. Such Regulations, By-Laws and Policies shall have the same force and effect as this Constitution, but shall not in any way oppose or be in conflict with this Constitution. Such Regulations, By-Laws and Policies shall be published to the Members from time to time or made available to Members on request.

14. Financial Matters

14.1 Financial Year

The Financial Year of Kerikeri Sports Complex Incorporated shall commence on a date to be fixed by the Board.

14.2 Annual Report

The Board shall prepare an annual report for presentation to the Annual General Meeting which contains:

- (a) The annual financial statements as required under the Incorporated Societies Act 1908; and
- (b) An annual report as to the year's activities (collectively known as 'the annual report');

14.3 If an auditor has been appointed for the period of the financial statements forming part of the annual report then those financial statements shall have been audited by that auditor who shall be a member of the New Zealand Institute of Chartered Accountants.

15. Common Seal

15.1 Kerikeri Sports Complex Incorporated shall have a common seal.

15.2 The common seal can be affixed by the Chair and be witnessed by one other Board Member.

16. Application of Income

16.1 The income, benefit or advantage, assets and property of Kerikeri Sports Complex Incorporated shall be applied solely towards the promotion of the Objects of Kerikeri Sports Complex Incorporated.

16.2 Save as provided in this Constitution:

- (a) No portion of the income, property or assets of Kerikeri Sports Complex Incorporated shall be paid or transferred directly or otherwise to any Member or Board Member of Kerikeri Sports Complex Incorporated or anyone associated with any Member or Board Member.
- (b) No remuneration or other benefit in money or monies shall be paid or given by Kerikeri Sports Complex Incorporated to any Member or Board Member of Kerikeri Sports Complex Incorporated or anyone associated with any Member or Board Member.
- (c) Nothing in Rule 16.2 (a) or (b) shall prevent payment or benefit made or given in good faith of or to any Member or Board Member or anyone associated with any Member or Board Member for;
 - (i) Any services actually rendered to Kerikeri Sports Complex Incorporated whether as an employee or otherwise.
 - (ii) Goods supplied to Kerikeri Sports Complex Incorporated in the ordinary and usual course of business and of operation.
 - (iii) Interest on money borrowed from any Member or Board Member of Kerikeri Sports Complex Incorporated or anyone associated with any Member or Board Member.
 - (iv) Rent for premises demised or let to Kerikeri Sports Complex Incorporated by any Member or Board Member of Kerikeri Sports Complex Incorporated or anyone associated with any Member or Board Member.
 - (v) Any out of pocket expenses incurred on behalf of Kerikeri Sports Complex Incorporated for any other reason by any Member or Board Member of Kerikeri Sports Complex Incorporated or anyone associated with any Member or Board Member.

Provided that such services, goods, borrowing, premises or expenses advance the Objects of Kerikeri Sports Complex Incorporated and that any such payment or the value of any such benefit shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arms length in a similar transaction and provided further that no Member or Board Member of Kerikeri Sports Complex Incorporated or anyone associated with any Member or Board Member is allowed to take part in or influence any decision made by Kerikeri Sports Complex Incorporated in respect of any payments, benefits, income or

advantages being made or given to, or on behalf of, that Member or Board Member or associated person.

17. Liquidation

- 17.1 Kerikeri Sports Complex Incorporated may at any time be put into liquidation in accordance with the provisions of the Incorporated Societies Act 1908.
- 17.2 Upon the appointment of a liquidator the relevant provisions of the Incorporated Societies Act 1908 shall apply to the liquidation of Kerikeri Sports Complex Incorporated.
- 17.3 Any surplus assets of Kerikeri Sports Complex Incorporated, after payment of all costs, debts, and liabilities and the debts and expenses of winding up, shall subject to any trust affecting the same, be vested either in a substitute or successor organisation of Kerikeri Sports Complex Incorporated or distributed, gifted or transferred to the Founding Members and Affiliate Members provided that they are duly incorporated as incorporated societies under the Incorporated Societies Act of 1908 and in such proportions as the Members by Resolution agree or in the absence of an such agreement in accordance with the respective voting rights of those Members eligible to receive such distributions.
- 17.4 To be eligible to receive distributions under this Rule 17, the organisation or organisations or Members referred to in Rule 17.3 must prohibit the distribution of its or their income and property among its or their members to at least the same or a greater extent as is imposed on Kerikeri Sports Complex Incorporated under this Constitution and shall not be carried on for profit and shall be charitable under New Zealand law and have an approved tax exemption.

18. Alteration to the Rules

- 18.1 (a) Subject to Rule 18.1 (b) this Constitution may only be amended, added to or repealed by a Resolution passed by the majority of the total number of all the Members' votes i.e. Founding Members and Affiliate Members. (Refer to Rule 11 – Voting at General Meetings)
- (b) Notice of intention to alter this Constitution must be given by a Member to the Board no later than 28 days prior to an Annual Meeting or Special General Meeting.

19. Indemnity

- 19.1 Kerikeri Sports Complex Incorporated shall indemnify its Board Members, officers, and employees against all damages and costs (including legal costs) for which any such Board Member, or employee may be or become, liable to any third party as a result of any act or omissions, except wilful misconduct or actual fraud;
- (a) In the case of a Board Member or officer of Kerikeri Sports Complex Incorporated, performed or made whilst acting on behalf of and with the authority (express or implied) of the Board; and

- (b) In the case of an employee, performed or made in the course of, and within the scope of, their employment by Kerikeri Sports Complex Incorporated.

20. Disputes and Matters Not Provided For

- 20.1 If any dispute arises out of the interpretation of this Constitution or any Rules, By-Laws, Resolutions, or Policies implemented pursuant to this Constitution, or any matter arising which is not provided for in this Constitution, then, subject to Rule 20.2, such dispute or matters shall be referred in writing to the Board, whose decision shall be final and binding.
- 20.2 If the dispute or matter of the kind referred to in Rule 20.1 is between the Board and a Member, or between one or more Board Members ('the parties') the dispute or matter shall be resolved as follows:
 - (a) By the parties promptly acting in good faith to seek an agreement; and failing any such agreement then;
 - (b) By the parties promptly appointing an independent third person to mediate between them and by the parties to the mediation acting promptly and in good faith to reach a mediated settlement; and failing any agreement being reached after such mediation then;
 - (c) By referring the dispute or matter to the Sports Disputes Tribunal of New Zealand in accordance with the rules of that Tribunal and/or as directed by that Tribunal and by the parties to the dispute or matter acting promptly and in good faith to reach a mediated settlement.

21. Interpretation and Definitions

21.1 Definitions

In this Constitution, unless a contrary intention appears:

- (a) 'Founding Member' means a Member listed under Rule 4.3
- (b) 'Affiliate Member' means a Member accepted as a Member pursuant to Rule 4.4 and Rule 4.6
- (c) 'Board' means the Board as established pursuant to Rule 12.3
- (d) 'Financial Year' means the financial year fixed pursuant to Rule 14.1
- (e) 'General Meeting' means a meeting of Members referred to in Rules 6 and 7
- (f) 'Incorporation' means the Kerikeri Sports Complex Incorporated
- (g) 'Member' means a Member of Kerikeri Sports Complex Incorporated for the time being as described in Rule 4.1

- (h) `Non-voting Initial Member' means those Members referred to in Rule 4.1 (c)
- (i) `Objects' means the objects of Kerikeri Sports Complex Incorporated set out in Rule 2.
- (j) `Regulations' means any regulations made by the Board under Rule 13
- (k) `Rules' means the rules of Kerikeri Sports Complex Incorporated
- (l) `Resolution' means a resolution passed in a General Meeting in accordance with this Constitution
- (m) `Sports Disputes Tribunal of New Zealand' means the Tribunal established under the Sport and Recreation New Zealand Act 2002 to hear and determine sports related disputes, including appeals
- (n) `Present' means being available in real time by whatever means