



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.

At its first meeting following an AGM, the Board must appoint or reappoint at least one person, and a maximum of three persons, to the position of Contact Person, subject to those persons meeting the eligibility criteria set out in the Act. The Board must advise the Registrar of Incorporated Societies of any change in the Contact Person or that person's Contact Details.

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-Member Affiliates)
- (d) Life Members) Collectively known as 'Other Member Groups'
- (e) Individual Members)

4.2 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

4.3 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 4.8.

4.4 Non-Member Affiliates

A Non-Member Affiliate shall be determined by the Board and meet the requirements of Rule 4.8.

4.5 Life Members

A Life Member shall be a member of the Kerikeri Sports Complex or one of the Founding Member Groups, who meets the requirements of Rule 4.8.

A Life Member of the Kerikeri Sports Complex must be an individual who has provided outstanding services and must not be disqualified under Rule 4.9.

To become a Life Member of the Kerikeri Sports Complex, an individual must:

- (a) Be recommended by the Board and passed at a General Meeting (or by written resolution in lieu of such meeting) as a Life Member; and
- (b) Provide consent to become a Life Member.

4.6 Individual Members

An Individual Member is an individual nominated by a Founding Member Group who meets the requirements of Rule 4.8 and is:-

- (a) A person who officiates for a Founding Member Group;
- (b) A person who coaches or manages for a Founding Member Group; or
- (c) A person who holds, or has held, any position or interest in relation to a Founding Member Group that the Board determines warrants eligibility to become an Individual Member;

and the individual must not be disqualified under Rule 4.9.

4.7 Applications for Membership

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

4.8 Admission and General Requirements to be a Member

Membership is open to any person conducting themselves in a lawful manner, regardless of gender, race or religion, who wishes to be involved with the Objectives of the Kerikeri Sports Complex Incorporated.

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.

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 the Other Member Groups. Any organisation applying for membership shall:

- (a) Be a society incorporated under the Incorporated Societies Act 2022 or any recognised legal entity or
- (b) Be involved in the delivery of sport and recreation in and around the Far North Area.

To become, and to remain a Member, a person must:

- (a) Meet all requirements for the relevant category of membership, including payment of any applicable membership fee or other amount payable;

- (b) Consent to become a Member;
- (c) Be accepted by the Board as a Member;
- (d) Be entered in the Member Register of the Kerikeri Sports Complex, and
- (e) Be nominated by a Founding Member Group.

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, Bylaws, Policies or Rules of Kerikeri Sports Complex Incorporated.
- (b) Members must comply with this Constitution and any Regulations, Bylaws, 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, Bylaws, 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, Bylaws, Resolutions or Policies implemented by the Board.
- (f) If they no longer meet all requirements applicable to their membership or fail to comply with any of the obligations set out or referred to in this Constitution, the Board may terminate their membership.

If any issue arises in relation to whether a person is a Member or meets the requirements for any category of membership, the Board shall be responsible for determining the issue.

4.10 Membership Fees

The Board shall determine:

- (a) The membership fee and all other fees payable by Founding, and Other Member Groups to Kerikeri Sports Complex Incorporated.
- (b) The date and manner by which such fees shall be paid to Kerikeri Sports Complex Incorporated.
- (c) The affiliation period for each membership group/member on a case-by-case basis.

4.11 Suspension of Membership

- (a) If a Member is, or may be, in breach of any requirement applicable to their membership, and the Board believes it is in the best interests of the Kerikeri Sports Complex to do so, the Board may suspend the Member until final determination of the matter under the dispute resolution process applicable to the matter. Before invoking any such suspension, the Member must be given notice of the suspension.
- (b) Unless otherwise determined by the Board, while a Member is suspended the Member is:
 - (i) not entitled to attend, speak or vote at a General Meeting;

- (ii) not entitled to receive or exercise any other rights or entitlements as a Member;
- (iii) in the case of Other Member Groups, not entitled to continue to hold office in any position within the Kerikeri Sports Complex Incorporated;
- (iv) not entitled to receive or exercise any rights or entitlements as a member or other participant in respect of any Founding Member Group;
- (v) required to comply with any other restrictions that the Board considers to be appropriate in the circumstances (for example, excluding or restricting the person's entitlement to train, instruct or otherwise participate in, or enter into, any Kerikeri Sports Complex Founding Member Group or other programmes or events associated with the Kerikeri Sports Complex);

until such time as the alleged breach referred to in Rule 4.11 (a) is resolved or determined.

4.12 Cessation of Membership

(a) 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 month's 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.

- (b) The individual is deceased.
- (c) The Board terminates a Member's membership as permitted under Rule 4.9 (f) or
- (d) A Member's membership is terminated following a dispute resolution process or other such process set out or referred to in this Constitution.
- (e) A person who ceases to be a Member:-
 - (i) remains liable and responsible for payment of any outstanding membership fees and other amounts payable by the Member;
 - (ii) ceases to be entitled to receive or exercise any rights or entitlements as a Member, but otherwise continues to be bound by the obligations of a Member under this Constitution if required by the Board.

4.13 Member Register

The Board must ensure that an up-to-date Member Register is kept by all Member Groups that includes all current Members and all former Members who ceased to be Members within the past seven years.

Each of the Member Groups will ensure all detail information is in accordance with the Incorporated Societies Act 2022 or for the purposes of this Constitution.

For Other Member Groups, if applicable, the Founding Member to which they are connected and details of their connection/role.

For the purposes of maintaining and ensuring the integrity of the Member Register, the relevant Member Groups must provide full access to such records for that purpose at the Board's request.

5. Meetings

5.1 Minutes

Full minutes must be kept of all meetings.

5.2 Omissions and Irregularities

The General Meeting and its business will not be invalidated simply because one or more Members do not receive notice of the General Meeting.

The General Meeting and its business will not be invalidated by an irregularity, error or omission in notices, agendas and relevant papers of the General Meeting or the omission to give notice within the required time frame or the omission to give notice to all Members and any other error in the organisation of the General Meeting if:

- (a) The Chair in their discretion determines that it is still appropriate for the General Meeting to proceed despite the irregularity, error or omission; and
- (b) A motion to proceed is put to the General Meeting and a majority of two-thirds of votes cast is obtained in favour of the motion to proceed.

5.3 Annual General Meetings

Kerikeri Sports Complex Incorporated shall convene and hold an Annual General Meeting of its Members, within six months after the balance date and not more than 15 months after the previous AGM.

The Members must be given at least 60 days' notice of the AGM. For that purpose, it will be sufficient that notice to all Members of an AGM is posted on Kerikeri Sports Complex website and notice of an AGM is emailed to all Member Groups.

(a) Ordinary Business

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

- (i) confirm the Minutes of the last preceding Annual General Meeting and of any General Meeting held since that meeting;
- (ii) receive from the Board reports upon the operation of Kerikeri Sports Complex Incorporated during the last preceding year including the annual financial statement required under the Incorporation Societies Act 2022 which shall be audited or reviewed;
- (iii) appoint an auditor for the current financial year unless a Resolution dispensing with such appointment is passed;
- (iv) discuss notice of any disclosures of conflicts of interest made by Officers (including a brief summary of the Matters, or types of Matters, to which those disclosures relate);
- (v) elect the Chairperson;
- (vi) elect new Board Members (if applicable);
- (vii) consider any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM;
- (viii) consider any other items of business that have been properly submitted for consideration at the AGM;

- (ix) consider any other items raised for discussion at the AGM, provided that the Member Groups present must agree by Special Resolution to deal with any such item at the AGM.

Members must give notice of any proposed motions and other items of business to the Kerikeri Sports Complex Incorporated 30 days before the date of the AGM.

Notice of the agenda containing the business to be discussed at the AGM must be sent to all persons entitled to attend the AGM at least 21 days before the date of the AGM, which notice shall state the place, date and time.

(b) Special Business

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

(c) 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.

(d) 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 as per Rule 4.

5.4 Special General Meetings

(a) 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.

(b) Requisition of Special General Meeting

- (i) 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;
- (ii) 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.
- (iii) 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 months after that date;
- (iv) 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.

5.5 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 9.4.)*
- (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.

6. **Chairperson at Meetings**

6.1 Board Chairperson to Chair

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

6.2 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.

7. **Adjournment of Meetings**

7.1 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.

7.2 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 7.2(a), it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

8. **Voting at General Meetings**

8.1 Voting Procedure

- (a) Each of the Founding Members shall be entitled to two (2) votes and each Other Member Group shall be entitled to such vote as was allocated at the time its application for membership was accepted.
- (b) Each of the Founding and Other Member Groups 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 8.3.
- (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.

8.2 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.

8.3 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.

8.4 Postal Voting

- (a) Postal voting (including but not limited to voting by land mail, email, 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.

9. **Board**

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

9.2 Powers of Board

- (a) The affairs of Kerikeri Sports Complex Incorporated shall be managed by a Board constituted under Rule 9.3.
- (b) Subject to this Constitution and the Incorporated Societies Act 2022, 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.

9.3 Board Composition

(a) The Board

- (i) the Board consists of a minimum of seven members;
- (ii) the composition of the Board shall consist of two Members nominated by each of the three Founding Members;
- (iii) one representative nominated by the Far North District Council;
- (iv) not more than two members elected by a majority of the Other Member Groups at an Annual General Meeting;
- (v) every Board Member must, in writing, consent to be a Board Member and certify that they are not disqualified from being elected or appointed or holding office as a Board Member by this Constitution or under section 47 of the Act.

(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.

9.4 Quorum for Board Meetings

Five members of the Board present at a Board Meeting shall constitute a quorum (physically or by electronic means, as applicable for the meeting).

9.5 Chairperson

The Board may elect one of the Board Members appointed under Rule 9.3 (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.

(a) Chairperson's Role

- (i) to represent the interest of all Members
- (ii) to act as a Contact Person for the purposes of the Incorporated Societies Act 2022
- (iii) to chair meetings

9.6 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 9.6 (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 consented to by 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 9.6 (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 9.6 (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.
- (g) Board members are generally expected to attend all meetings. If a Member is absent from three consecutive meetings without prior leave or apology, this Member's position will be deemed as terminated and the Board will have the power to fill this vacancy under Rule 9.3 (b).

9.7 The Board must maintain an Interests Register.

10. **Regulations**

- 10.1 The Board may make Regulations and/or Bylaws and Policies and alter, amend or rescind the same as occasions may require, and enforce penalties for their breach. Such Regulations, Bylaws 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, Bylaws and Policies shall be published to the Members from time to time or made available to Members on request.

11. Financial Matters

11.1 Financial Year

The Financial Year of Kerikeri Sports Complex Incorporated balance date is March 31, or another date to be fixed by the Board.

11.2 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 2022; and
- (b) An annual report as to the year's activities (collectively known as 'the annual report');

11.3 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.

12. Common Seal

12.1 Kerikeri Sports Complex Incorporated shall have a common seal.

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

13. Application of Income

13.1 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.

13.2 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 13.2 (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 arm's 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.

- (d) The Board must ensure that the Kerikeri Sports Complex Incorporated has and maintains a bank account or accounts for the receipt and disbursement of the Kerikeri Sports Complex Incorporated's funds.

14. Liquidation

- 14.1 Kerikeri Sports Complex Incorporated may at any time be put into liquidation in accordance with the provisions of the Incorporated Societies Act 2022.
- 14.2 Upon the appointment of a liquidator the relevant provisions of the Incorporated Societies Act 2022 shall apply to the liquidation of Kerikeri Sports Complex Incorporated.
- 14.3 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 Other Member Groups provided that they are duly incorporated as incorporated societies under the Incorporated Societies Act of 2022 and in such proportions as the Members by Resolution agree or in the absence of any such agreement in accordance with the respective voting rights of those Members eligible to receive such distributions.
- 14.4 To be eligible to receive distributions under this Rule 14, the organisation or organisations or Members referred to in Rule 14.3 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.

15. Alteration to the Rules

- 15.1 (a) Subject to Rule 15.1 (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 Other Member Groups.
- (b) Notice of intention to alter this Constitution must be given by a Member to the Board no later than 30 days prior to an Annual Meeting or Special General Meeting.
- (c) No amendment or replacement of this Constitution will be valid or effective if it would be inconsistent with the Act, or would detract from the Kerikeri Sports Complex's establishment, or permit any part of the Kerikeri Sports Complex's fund to be used or available for use for private pecuniary profit.
- (d) If an amendment to this Constitution would have no more than a minor effect or is to correct errors or makes similar technical alterations, the Board may give notice of the amendment to every Member stating the text of the amendment and the right of Members to object to the amendment. If the Board does not receive any objections from Members within 20 Working Days after the date on which the notice is sent, or any

longer period of time that the Board decides, the Board may make that amendment. If it does receive an objection, the Board may not make the amendment.

16. Indemnity

- 16.1 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.

17. Disputes and Matters Not Provided For

- 17.1 If any dispute arises out of the interpretation of this Constitution or any Rules, Bylaws, Resolutions or Policies implemented pursuant to this Constitution, or any matter arising which is not provided for in this Constitution, then, subject to Rule 17.2, such dispute or matters shall be referred in writing to the Board, whose decision shall be final and binding.
- 17.2 If the dispute or matter of the kind referred to in Rule 17.1 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.

18. Transition:

- 18.1 This Constitution comes into effect upon its registration under the Act, replacing Kerikeri Sports Complex's previous Constitution, and this Rule 18 applies to facilitate transition of the Kerikeri Sports Complex from the previous Constitution to this Constitution. If this Rule is inconsistent with any other Rule in this Constitution, this Rule applies to the extent of the inconsistency and the other Rule will not.
- 18.2 Subject to the Act, the Board may amend any requirement for anything to be done under this Constitution and/or the date by which this Constitution requires anything to be done. This Rule applies for a period of one year after this Constitution comes into effect and is solely to enable flexibility in the transition of Kerikeri Sports Complex from the previous Constitution to this Constitution and to correct any unintended consequences occurring through different wording being used.
- 18.3 Transition of Bylaws and Other Matters:
- (a) All Bylaws, Policies and Regulations of Kerikeri Sports Complex which were in force immediately prior to this Constitution or any previous Constitution coming into effect continue in force as Bylaws under this Constitution, until such time as they are revoked by the Board. If any of those Bylaws, Policies and/or Regulations are inconsistent with

this Constitution (whether in whole or in part), the Board will determine the matter as it sees fit, to the extent of any such inconsistency.

- (b) All other things done, including all contractual and other arrangements entered into, all decisions and appointments made, and any proceedings commenced, in each case in accordance with Kerikeri Sports Complex's previous Constitution and any other applicable law, prior to this Constitution coming into effect remain valid and effective and, if applicable, may be continued and completed under this Constitution.

19. Interpretation and Definitions

In this Constitution, unless a contrary intention appears:

Act means the Incorporated Societies Act 2022, including any amendments, and any regulations made under that Act

To the fullest extent possible, this Constitution is to be interpreted consistently with the Act. In the event of any inconsistency, the Act will prevail to the extent of the inconsistency.

Affiliate Member means a Member accepted as a Member pursuant to Rule 4.3 and Rule 4.8

Board means the Board as established pursuant to Rule 9.3

Financial Year means the financial year fixed pursuant to Rule 11.1

Founding Member means a Member listed under Rule 4.2

General Meeting means a meeting of Members referred to in Rule 5

Incorporation means the Kerikeri Sports Complex Incorporated

Individual Member is an individual nominated by a Founding Member Group who meets the requirements of Rule 4.6 and Rule 4.8

Interests Register means the register of interest disclosures made by Officers kept under this Constitution.

Life Member means a Member of the Kerikeri Sports Complex or one of the Founding Member Groups, who meets the requirements of Rule 4.5 and Rule 4.8

Member means a Member of Kerikeri Sports Complex Incorporated for the time being as described in Rule 4.1

Non-Member Affiliate is determined by the Board and meets the requirements of Rule 4.4 and Rule 4.8

Objects means the objects of Kerikeri Sports Complex Incorporated set out in Rule 2

Other Member Groups means the collective group of Affiliate, Non-Member, Life and Individual Members

Present means being available in real time by whatever means

Regulations means any regulations made by the Board under Rule 10

Resolution means a resolution passed in a General Meeting in accordance with this Constitution

Rules means the rules of Kerikeri Sports Complex Incorporated

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