

**CONSTITUTION
OF
RANDWICK ARCHERY CLUB INC.**

Confirmed at SGM and Dated 10 August 2025

Effective 1 September 2025

RANDWICK ARCHERY CLUB
Constitution

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Randwick Archery Club Constitution

1. Definitions and interpretation

1.1 **Definitions:** In this Constitution, unless the context requires otherwise, the following words and phrases have the following meanings:

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

AGM or Annual General Meeting means a meeting of the Members held once a year convened under this Constitution.

Bylaws means any bylaws, policies, regulations and codes of the Club made under clause 12.

Casual Vacancy is a vacancy which arises when a Committee Member does not serve their full term of office.

Committee means the Club's governing body.

Committee Member means a member of the Committee.

Constitution means this Constitution, including any amendments and any schedules to this Constitution.

Contact Details means a physical or an electronic address and a telephone number.

Diversity, Equity and Inclusion means ensuring fair and equitable opportunities are available to everyone to participate in sport and recreation irrespective of age, ability, ethnicity, gender, national origin, race, religion, sexual orientation, beliefs, or socio-economic status.

General Meeting means an AGM or SGM of the Club.

Matter has the meaning given in section 62(4) of the Act.

Member means each person who for the time being is a member of the Club and includes all classes of members described in clause 4.3.

Officer means a Committee Member and any natural person occupying a named position in the Club that allows the person to exercise significant influence over the management or administration of the Club.

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

SGM or Special General Meeting means a meeting of the Members, other than an AGM, called for a specific purpose or purposes.

Special Resolution means a resolution passed by a 75% majority of votes cast.

Working Day has the meaning given to that term under the Legislation Act 2019 and excludes the day observed as the anniversary in Wellington New Zealand.

1.2 **Interpretation:** Unless the context otherwise requires:

- (a) Words referring to the singular include the plural and vice versa.
- (b) Clause headings are for reference only.
- (c) Expressions referring to writing include references to words visibly represented, copied, or reproduced, including by email.
- (d) Reference to a person includes any other entity or association recognised by law and vice versa and any reference to a particular entity includes a reference to that entity's successors.
- (e) A reference to any legislation includes any secondary legislation, statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendment to, re-enactment of, or replacement of, that legislation.
- (f) All periods of time or notice exclude the days on which they are given.

1.3 **Notices:** Subject to any other notice requirements in this Constitution, any notice or other communication given under this Constitution must be in writing and will be given to:

- (a) a Member if delivered by hand to the Member or sent to the address set out in their Contact Details;
- (b) the Club if sent to committee@randwick-archery.org.nz or by post to the Club's registered office set out on the Register of Incorporated Societies.

1.4 **Receipt of notices:** A notice is deemed to have been received:

- (a) if delivered by hand, at the time of delivery;
- (b) if given by post, when left at the address of that party or five Working Days after being put in the post; or
- (c) if given by email, upon production of a physical copy of the email detailing the time and the date the email was sent (provided that the sender does not receive any "out of office" auto-reply or other indication of non-receipt),

provided that any notice or communication received or deemed received after 5pm on a Working Day, or on a day which is not a Working Day, will be deemed not to have been received until the next Working Day.

2. Club details

2.1 **Name:** The name of the society is Randwick Archery Club Incorporated (**Club**).

2.2 **Registered office:** The registered office of the Club is at the place the Committee decides.

2.3 **Contact person:** At its first Committee meeting following an AGM, the Committee must appoint or reappoint at least one, and a maximum of three, persons to be the contact person, subject to those persons meeting the eligibility criteria set out in the Act. The Committee must advise the Registrar of Incorporated Societies of any

change in the contact person or their Contact Details. In principle this would be the President, Secretary and Treasurer unless otherwise decided.

- 2.4 The club may affiliate to relevant organisations as detailed in the club bylaws.

3. Purpose and powers

- 3.1 **Purpose:** The purposes of the Club are to:

- (a) promote opportunities and facilities to enable, assist and enhance the participation, enjoyment and performance of Archery;
- (b) promote, develop, foster and administer Archery, mainly as an amateur sport for the well-being, benefit and recreation of the general public in New Zealand/Aotearoa;
- (c) promote, develop and co-ordinate Archery competitions;
- (d) support the development of Members, including the relevant training, education and development of the Members, including officials, coaches and volunteers.
- (e) lead, promote and enable Diversity, Equity and Inclusion across the whole Club including governance of the Club and participation in Archery;
- (f) protect the integrity of Archery and the Club by developing and enforcing standards of conduct, ethical behaviour and implementing good governance;

- 3.2 **Capacity and powers:** The Club has, both within and outside New Zealand, full capacity, rights, powers and privileges to carry on or undertake any activity, do any act, or enter into any transaction, subject to this Constitution, the Act, any other legislation, and the general law.

4. Members

- 4.1 **Application:** An application to become a Member (**Application**) must be in the form required by the Committee. All Applications are decided by the Committee (in agreement with relevant Randwick Coach who oversaw the beginners course or range assessment), which may accept or decline an Application in its absolute discretion. A person becomes a Member when their Application has been accepted and they have paid the required membership fees and satisfied the required safety preconditions (for any shooting membership). Safety preconditions include:

- (a) Meet the entry requirements of the club by either
 - (1) Completion of a formal Randwick Archery beginners course, to the satisfaction of the designated Randwick Archery coach of the course; or
 - (2) Completion of another formal beginners course provided by a registered club with Archery New Zealand, and undertaken a formal range assessment by one of the Randwick Archery coaches; or
 - (3) Have been shooting archery for 2 years or more and have undertaken a formal range assessment by one of the Randwick Archery coaches

- (b) Maintains integrity and alignment to the Randwick Archery Rules.
- 4.2 **Member consent:** A person consents to become a Member by submitting an Application to the Club and paying annual membership fees, unless otherwise specified in this Constitution.
- 4.3 **Members:** The Members of the Club can be identified as either:
 - (a) Shooting Junior Member;
 - (b) Shooting Senior Member;
 - (c) Non Shooting Member; and
 - (d) Affiliated Club (Secondary Member).
- 4.4 **Life Members:** Life Membership may be granted in recognition and appreciation of exceptional, loyal and outstanding service by an individual to the Club, whose contribution has provided a measurable benefit to the Club over an extended period of time (10+ continuous years). Any member may nominate another members for consideration of the Life Membership award. Nominations must be submitted in writing and must be signed by two current members of the club. The nomination must set out the achievements and activities of the nominee and at a minimum must meet the criteria outlined in the bylaws. The Committee will assess the nomination and vote to recommend the nomination. The nomination will be forward to the next Annual General Meeting of members for approval by vote. The vote will require a majority of 75% of eligible voting members present at the Annual General Meeting to approve the Life membership. The decision of the members will be final, and there is no right of appeal. A person consents to becoming a Life Member on acceptance of their life membership. There will be a maximum of 5 Life Members at any time.
- 4.5 **Retraction of Life Membership:** Retraction of a life membership may occur where a recipient has conducted themselves in a manner that reflects directly and adversely on the image or activities of the club. This provision will only be exercised in exceptional circumstances and will be via initial suspension of membership privileges until such time as the members make a decision by simple majority at the Annual General Meeting. The committee is expected to present its reasoning and recommendation for the retraction at the Annual General Meeting. The Life Member in question would be given an opportunity to present their case for retention of Life Membership. The decision of the members attending the Annual General Meeting will be final, and there is no right of appeal.
- 4.6 **Member rights and obligations:** Members acknowledge and agree that:
 - (a) they are bound by, and will comply with, this Constitution and the Bylaws, and to the extent they apply, the rules, procedures or policies of Archery New Zealand;
 - (b) they are entitled to all rights and entitlements granted by this Constitution or as determined by the Committee;
 - (c) to receive, or continue to receive or exercise member rights, they must meet all the member requirements set out in this Constitution and the Bylaws or as

otherwise set by the Committee, including payment of any membership or other fees within the required time period;

- (d) if they fail to comply with sub-clause (c) the Committee may terminate their membership, but the Member continues to be bound by this Constitution;
- (e) they do not have any rights of ownership of, or the automatic right to use, the Club's property; and
- (f) they will promote the interests and purposes of the Club and must not do anything to bring the Club into disrepute.
- (g) they will be able to officially vote at Annual General Meetings or Special General Meetings if they are 15 or over at the time of the meeting, and is conditional on 4.6 (c).

4.7 **Suspension of Member:** If a Member is, or may be, in breach under clause 4.46, and the Committee believes it is in the best interests of the Club to do so, the Committee may suspend the Member until final determination of the matter under the dispute resolution process applicable to the matter. Before imposing any suspension, the Member must be given notice of the suspension.

4.8 **Suspension of Member rights:** Unless otherwise determined by the Committee, while a Member is suspended the Member is not entitled to attend, speak or vote at a General Meeting or to any other rights or entitlements as a Member and is not entitled to continue to hold office in any position within the Club, until such time as the alleged breach is resolved or determined.

4.9 **Ceasing to be Member:** A Member ceases to be a Member:

- (a) on death;
- (b) by giving notice to the Committee of their resignation;
- (c) on non-payment of fees within one month of due date, unless an arrangement to pay has been approved by the committee;
- (d) if their membership is terminated following a dispute resolution process or such other process set out or referred to in this Constitution.

4.10 **Consequences of ceasing to be a Member:** A Member who ceases to be a Member:

- (a) remains responsible to pay all their outstanding membership and other fees to the Club;
- (b) must return all the Club's property if required;
- (c) ceases to be entitled to any rights of a Member.

4.11 **Membership fees:** Membership fees are set by the Committee every year and will be formally voted on and confirmed at the Annual General Meeting. These will be updated as an appendix to the Bylaws and updated on our external website/materials. Membership fees will be waived for the President, Secretary, Treasurer, Field Captain and any Life Members.

- 4.12 **Member register:** The Committee will keep an up-to-date Member register, which includes each Member's name, Contact Details and the date they became a Member. A Member must provide notice to the Club of any change to their Contact Details. The Member register will be updated as soon as practicable after the Committee becomes aware of changes of the information recorded in the Member register. The Committee will keep a record of those who have ceased to be a Club member within the previous 7 years and the date on which they ceased to be a member.

5. **General Meetings**

- 5.1 **AGM:** An AGM must be held once a year at the time, date and place as the Committee decides, but not more than 6 months after the balance date of the Club and not more than 15 months after the previous AGM.
- 5.2 **Notice of AGM:** The Members must be given at least 4 weeks notice of the AGM. Notice to Members of an AGM may be given by posting on the Club's website, the club notice board, alongside an email to all members (based on the details in the membership registry).
- 5.3 **Business of AGM:** The following business will be discussed at the AGM:
- (a) confirmation of the minutes of the previous AGM, and any SGM's since the previous AGM;
 - (b) the Committee's presentation of the following information during the most recently completed accounting period:
 - (i) the annual report;
 - (ii) the annual financial statements;
 - (iii) the review report of the financial statements;
 - (iv) 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) matters arising from any previous AGM or SGMs
 - (c) the election of the President, Vice President, Secretary, Treasurer, Field Captain and any other Committee Members;
 - (d) consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM;
 - (e) consideration of any other items of business that have been properly submitted for consideration at the AGM;
 - (f) general business;
 - (g) close of the meeting.
- 5.4 **Notice of proposed motions:** Members must give notice of any proposed motions and other items of business to the Club at least two weeks before the date of the AGM.

- 5.5 **Notice of agenda:** 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 10 working days before the date of the AGM. No additional items of business can be voted on other than those set out in the agenda, but the Members present may agree by Special Resolution to discuss any other items.
- 5.6 **Calling of SGM:** The Committee must call a SGM if it receives a written request stating the purpose of the SGM from the Committee itself or by 10% of Members.
- 5.7 **Notice of SGM:** Members must be given at least two weeks notice of the SGM, unless the Committee, in its discretion, decides that the nature of the SGM business is of such urgency that a shorter period of notice is to be given to Members. A SGM may only consider and deal with the business specified in the request for the SGM.
- 5.8 **Method of holding meeting:** A General Meeting may be held by a quorum of people being assembled at the time and place appointed for the meeting.
- 5.9 **Quorum:** No business may occur at any General Meeting unless a quorum is present at the meeting's start time. The quorum for a General Meeting is a minimum of either 20 members entitled to vote, or 20% of members entitled to vote. The quorum must always be present during the General Meeting.
- 5.10 **No quorum at AGM:** If a quorum is not met within 30 minutes of the AGM's scheduled start time, the AGM is adjourned to a day, time and place set by the chair of the AGM. If no quorum is met at the further AGM, the Members present, in person 15 minutes after the further AGM's scheduled start time are deemed to constitute a valid quorum.
- 5.11 **No quorum at SGM:** If a quorum is not met within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled.
- 5.12 **Control of General Meetings:** The President chairs General Meetings. If that person is unavailable, another Committee Member (appointed by the Committee) will preside. In the absence of both of those persons, the Members present will elect a person to chair the General Meeting.
- 5.13 **Omissions and irregularities:** Where evidence of transmission (Notice of a General Meeting or similar) is given, notices shall be deemed to be delivered and non receipt or delay in receipt will not invalidate determination of the relevant motions. The accidental omission to give notice of a meeting to any member shall not invalidate the proceedings at any meeting.
- 5.14 **Attendance:** Members and any other persons invited by the Committee are eligible to attend and speak at General Meetings.
- 5.15 **Voting:** A Member (refer 4.6g) is entitled to exercise one vote on any motion at a General Meeting in person.
- 5.16 **Conduct of voting:** Voting is conducted by voices or a show of hands as determined by the chair of the meeting, unless a secret ballot is called for and approved by the chair or 50% of present Members who are eligible to vote or as otherwise required under this Constitution. When a secret ballot is held, two scrutineers shall be appointed to count the votes and dispose of the paper ballots as soon as convenient after the chairperson has accepted the decision.

- 5.17 **Minutes:** Minutes must be kept of all General Meetings. Minutes to be published to all members within 30 days of the General Meeting.
- 5.18 **Resolution:** An Ordinary Resolution of Members at a General Meeting is sufficient to pass a resolution, except as specified in the Act or this Constitution.
- 5.19 **Resolution passed in lieu of meeting:** A resolution in writing signed or consented to by email or other electronic means by a 20% of eligible voting Members is valid as if it had been passed at a General Meeting provided the requirements under sections 89 to 92 of the Act are complied with. Any resolution may consist of several documents in the same form each signed by one or more Members.

6. **Committee**

- 6.1 **Functions and powers:** Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution the Committee must manage, direct or supervise the operation and affairs of the Club and has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of the Club.
- 6.2 **Composition:** The Committee consists of the President, Vice President, the Secretary, the Treasurer, Field Captain and up to five other persons elected at the AGM. The named positions are defined as independent positions, and where practical held by individual members, unless a person is unable to be found.
- 6.3 **Role of President:** The President will engage in activities agreed with the Committee which may include activities to promote the Club, good relations and communications between Members and the reputation and best interests of the Club, and to preside at Club events. In addition the President will take leadership in the governance and execution of the Constitution, Bylaws and other guidance to support the successful running of the Club.
- 6.4 **Role of Vice President:** The Vice President will provide support to the President and engage in activities agreed with the Committee, and will step into the role of President when the President is unavailable.
- 6.5 **Role of Secretary:** The Secretary will:
- (a) attend to all correspondence and keep minutes of General Meetings and Committee meetings and ensure that any subcommittee keeps minutes; and
 - (b) keep all records and generally perform all the secretarial work of the Club. With the written approval of the Committee these tasks may be varied or delegated but the Secretary remains responsible for their performance
- 6.6 **Role of Treasurer:** The Treasurer will:
- (a) receive all money paid to or received by the Club and pay all accounts approved by the Committee. The Committee may delegate levels of payment to the Treasurer by written authority;
 - (b) invest all funds of the Club in the manner directed by the Committee; and

- (c) keep the Club's financial accounts, submit appropriate financial statements at the AGM and undertake other tasks required by the Committee.

6.7 Role of Field Captain: The Field Captain will:

- (a) Oversee and maintain the club grounds and equipment; and
- (b) Propose and oversee the club shooting calendar (in agreement with the committee);
- (c) Lead the Event Sub Committee – overseeing the management of club shooting events and competitions held on club grounds;

6.8 Election of Committee Members: Committee Members are elected as follows:

- (a) the Committee must call for nominations for any Committee Member positions that are to be vacated at an AGM at least 28 days before the AGM; and nominations are able to be submitted from the floor during an AGM;
- (b) nominations are made in the form decided by the Committee and must be received by the date set by the Committee and if no date is set, at least before or at the AGM;
- (c) the Committee must give notice of the nominations to all Members at least 1 days before the AGM, for those submitted in advance;
- (d) at the AGM, if there are more nominees than number of positions available, the election is by secret ballot, unless otherwise decided by the Chair of the General Meeting and approved by a Special Resolution of Members. If a secret ballot is held, two scrutineers must be appointed at the General Meeting to count the votes;
- (e) those nominees who have the highest number of votes in their favour to fit the number of vacant positions are declared elected;
- (f) if the number of votes for one or more nominees is equal to another nominee, a further vote will be held between the tied nominees;
- (g) if there is only one nominee for a vacant position, that person is declared to be elected without the need for a vote.

6.9 Qualification: Every Committee Member must, in writing or verbally:

- (a) consent to be a Committee Member; and
- (b) certify that they are not disqualified from being elected or holding office as a Committee Member by this Constitution or under section 47 of the Act.

6.10 Disqualification: The following persons are disqualified from being elected or holding office as a Committee Member:

- (a) A person who is an employee of, or independent contractor to, the Club.
- (b) A person who is disqualified from being elected or holding office as a Committee Member under section 47 of Act.

- (c) A person who has been removed as a Committee Member following a process under this Constitution or any Bylaw.

If an existing Committee Member becomes or holds any position in (a) above then upon their appointment to such a position, they are deemed to have vacated their office as a Committee Member. If any of the circumstances listed in (c) above occur to an existing Committee Member, they are deemed to have vacated their office upon the relevant authority making an order or finding against them of any of those circumstances.

- 6.11 **Term of office:** The term of office for the Treasurer is two years, and for all other Committee Members is one year, expiring at the end of the relevant AGM. A Committee Member may be re-elected to the Committee for a maximum of six consecutive years of office. The term of any period served to fill a Casual Vacancy is disregarded for the purposes of calculating the total term served.
- 6.12 **Casual Vacancy:** If a Casual Vacancy arises, the remaining Committee Members may:
 - (a) appoint a person of their choice to fill the Casual Vacancy until the expiry of the term of the person they replace; or
 - (b) appoint a person of their choice to fill the Casual Vacancy only until the next AGM, at which a person is elected to fill the remainder of the term of the Casual Vacancy; or
 - (c) may leave the Casual Vacancy unfilled until the next AGM, at which a person is elected to fill the remainder of the term of the Casual Vacancy; or
 - (d) In the case of the Casual Vacancy being that of a named position nominations will be sought from the members, if no nomination is forthcoming after a period of 2 weeks then the committee may appoint a person of their choice.
- 6.13 **Suspension of Committee Member:** If any Committee Member is or may be the subject of an allegation, notice or charge described under clause 6.10 or any circumstances arise in relation to a Committee Member which are or may be of concern to the Committee, the remaining Committee Members may by Special Resolution suspend the Committee Member from the Committee and set conditions as it requires pending the final determination of the allegation, notice, charge or circumstances. Before imposing any suspension, the Committee Member must be given notice of the suspension.
- 6.14 **Removal of Committee Member:**
 - (a) The Committee may, by Special Resolution, remove any Committee Member from the Committee before the expiry of their term of office if the Committee considers the Committee Member concerned:
 - (i) has seriously breached duties under this Constitution or the Act; or
 - (ii) is no longer a suitable person to be a Committee Member.
 - (b) The Committee Member who is the subject of the motion is counted for the purpose of reaching a quorum but will not participate in the vote on the motion.

- (c) Before considering a motion for removal, the Committee Member who is the subject of the motion must be given:
 - (i) notice that a Committee meeting is to be held to discuss the motion to remove the Committee Member; and
 - (ii) adequate time to prepare a response; and
 - (iii) the opportunity prior to the Committee meeting to make written submissions; and
 - (iv) the opportunity to be heard at the Committee meeting.

6.15 Committee Member ceasing to hold office: A person ceases to be a Committee Member if:

- (a) their term expires;
- (b) the person resigns by delivering a signed notice of resignation to the Committee;
- (c) the person is removed from office under this Constitution;
- (d) the person becomes disqualified from being an officer under section 47(3) of the Act;
- (e) the person dies.

7. Committee meetings

- 7.1 Calling meetings:** Committee meetings may be called at any time by the Chair or by three Committee Members, but generally the Committee meets monthly. A meeting requires at least one weeks notice or at the agreement of the majority of the committee.
- 7.2 Meeting procedure:** Except to the extent specified in the Act or this Constitution, the Committee may regulate its own procedure. Acknowledging the two requirements:
 - (a) Any Member may attend any committee meeting, by advising the Secretary of their plan to attend, and outlining the matter they wish to discuss. Committee only time may occur in some meetings to discuss sensitive items.
 - (b) Specific financial state of the Club Affairs should not be revealed in the minutes released to the members (except in the case of Annual General Meetings).
- 7.3 Quorum:** The quorum for a Committee meeting is five Committee Members (including a minimum of 2 named officer positions). Any Committee Member may be counted for the purposes of a quorum, participate in any and vote on any proposed resolution at a Committee meeting without being physically present. This may only occur at Committee meetings by audio or audio-visual link or other electronic communication provided that all persons participating in the Committee meeting can hear each other effectively and simultaneously.

- 7.4 **Chair:** The President will act as the Chair. The Chair will chair Committee meetings. If the Chair is unavailable, the Vice President will undertake the Chair's role during the period of unavailability.
- 7.5 **Voting:** Each Committee Member has one vote. Voting is by voices or on request of any Committee Member by a show of hands or by a ballot. Proxy and postal votes are not permitted. Voting by electronic means is permitted. If there is an equality of votes, the Chair does not have a casting vote, and the vote fails.
- 7.6 **Resolution in writing:** A resolution in writing signed or consented to by email or other electronic means by a majority of Committee Members is valid as if it had been passed at a Committee meeting. Any resolution may consist of several copies in the same form each signed by one or more Committee Members.

8. **Officers' Duties**

An Officer:

- (a) when exercising powers or performing duties as an Officer, must act in good faith and in what the Officer believes to be the best interests of the Club;
- (b) must exercise a power as an Officer for a proper purpose;
- (c) must not act, or agree to the Club acting, in a manner that contravenes the Act or this Constitution;
- (d) when exercising powers or performing duties as an Officer, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances, taking into account, but without limitation the nature of the Club, the nature of the decision and the position of the Officer and the nature of the responsibilities undertaken by them;
- (e) must not agree to the activities of the Club being carried on in a manner likely to create a substantial risk of serious loss to the Club's creditors or cause or allow the activities of the Club to be carried on in a manner likely to create a substantial risk of serious loss to the Club's creditors;
- (f) must not agree to the Club incurring an obligation unless the Officer believes at that time on reasonable grounds that the Club will be able to perform the obligation when it is required to do so; and
- (g) when exercising powers or performing duties as an Officer, may rely on reports, statements, and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:
 - (i) an employee whom the Officer believes on reasonable grounds to be reliable and competent in relation to the matters concerned;
 - (ii) a professional adviser or expert in relation to matters that the officer believes on reasonable grounds to be within the person's professional or expert competence; or

- (iii) any other Officer or subcommittee of Officers on which the Officer did not serve in relation to matters within the Officer's or subcommittee's designated authority,

if the Officer, acts in good faith, makes proper inquiry where the need for inquiry is indicated by the circumstances, and has no knowledge that the reliance is unwarranted.

9. Interests

- 9.1 **Register of interests:** The Committee must keep a register of interest disclosures made by Officers.
- 9.2 **Duty to disclose interest:** An Officer who is Interested in a Matter relating to the Club must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Committee, as soon as practicable after the officer becomes aware that they are interested in the Matter and include it in the register of interests.
- 9.3 **Consequences of being Interested:** A Committee Member who is Interested in a Matter:
 - (a) must not vote or take part in a decision of the Committee relating to the Matter, unless all non-interested Committee Members consent;
 - (b) must not sign any document relating to the entry into a transaction or the initiation of the Matter, unless all non-interested Committee Members consent;
 - (c) must not take part in any Committee discussion relating to the Matter or be present at the time of the Committee decision, unless all non-interested Committee Members consent;
 - (d) may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.
- 9.4 **Calling of SGM:** Despite clause 9.3, if 50% or more Committee Members are Interested in a Matter, an SGM must be called to consider and determine the Matter.
- 9.5 **Notice of failure to comply:** The Committee must notify Members of a failure to comply with section 63 or 64 of the Act, and of any transactions affected, as soon as practicable after becoming aware of the failure.

10. Finances

- 10.1 **Control and management of finances:** The funds and property of the Club are controlled, invested and disposed of by the Committee, subject to this Constitution and devoted solely to the promotion of the purposes of the Club set out in clause 3.
- 10.2 **Balance date:** The Club's balance date is 31 July or on the date as the Committee decides.

10.3 **No personal benefit:** The Officers and Members may not receive any distributions of profit or income from the Club. This does not prevent Officers or Members:

- (a) receiving reimbursement of actual and reasonable expenses incurred, or
- (b) entering into any transactions with the Club for goods or services supplied to or from them, which are at arms' length, relative to what would occur between unrelated parties,

provided no Officer or Member is allowed to influence any such decision made by the Club in respect of payments or transactions between it and them, their direct family or any associated entity.

11. **Amendments**

11.1 **Amendments:** This Constitution may only be amended or replaced by Special Resolution of Members at a General Meeting.

11.2 **No amendment:** No addition to, deletion from or alteration of this Constitution may be made which would allow personal pecuniary profits to any individuals.

12. **Bylaws and Integrity**

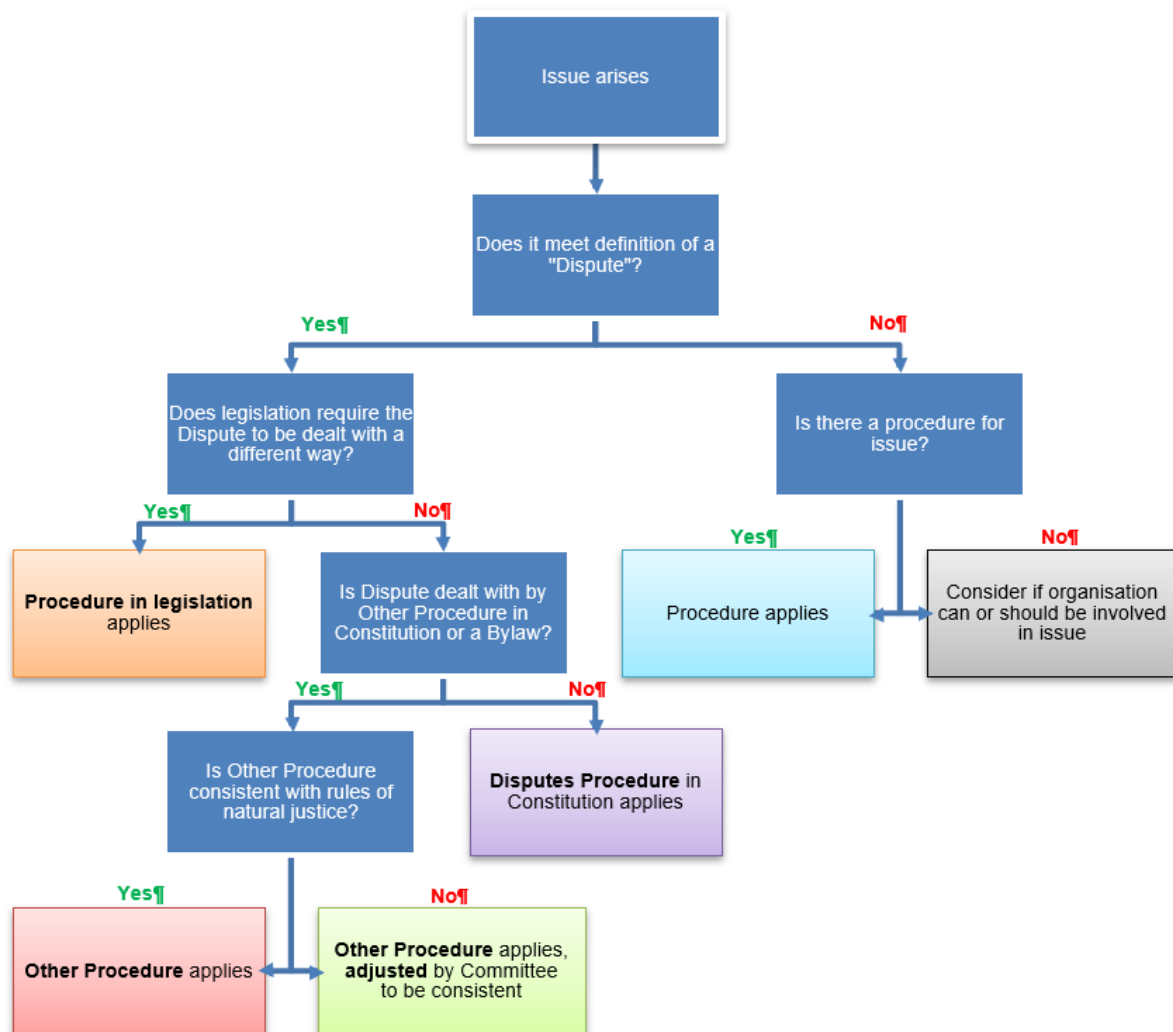
12.1 **Bylaws:** The Committee may not make and amend Bylaws for the conduct and control of the Club's activities and codes of conduct applicable to Members without consultation with the members. Bylaws may only be added or enacted after a Special General Meeting with a resolution, or via a resolution in lieu of a meeting (in writing), that has been passed to accept them. Any Bylaw must be consistent with this Constitution, the Club's purposes set out in clause 3, the Act and any other laws. All Bylaws are binding on the Club and the Members. The making, amendment, revocation or replacement of a Bylaw is not an amendment to this constitution.

12.2 **Definition:** In this clause 12.2 **Integrity Code** means an integrity code issued by the Integrity Sport and Recreation Commission under section 19 of the Integrity Sport and Recreation Act 2023.

12.3 **Integrity Code binding:** If Archery New Zealand adopts an Integrity Code, the Club agrees to the application of the Integrity Code to it and agrees to be bound by it.

12.4 **Application to Members:** If Archery New Zealand adopts an Integrity Code, all Members of the Club agree to the application of the Integrity Code to them and agree to be bound by it.

13. Dispute resolution



13.1 Definitions: In this clause 134:

- (a) **Dispute** means a disagreement or conflict between and among any one or more Members, any one or more Officers and the Club, that relates to an allegation that:
- (i) a Member or an Officer has engaged in misconduct; or
 - (ii) a Member or an Officer has breached, or is likely to breach, a duty under this Constitution or the Act; or
 - (iii) the Club has breached, or is likely to breach, a duty under this Constitution or the Act; or
 - (iv) a Member's rights or interests as a member have been damaged or Members' rights or interests generally have been damaged;
- (b) **Disputes Procedure** means the procedure for resolving a Dispute set out in clauses 13.5 to 13.13;

- (c) a **Member** is a reference to a Member acting in their capacity as a Member;
 - (d) an **Officer** is a reference to an Officer acting in their capacity as an Officer.
- 13.2 **Application of other legislation to a Dispute:** The Disputes Procedure will not apply to a Dispute to the extent that other legislation requires the Dispute to be dealt with in a different way. The Disputes Procedure will have no effect to the extent that it contravenes, or is inconsistent with, that legislation.
- 13.3 **Application of other procedures under this Constitution or in a Bylaw:**
- (a) If the Dispute is dealt with by a separate procedure under this Constitution or in a Bylaw (**Other Procedure**), that Other Procedure applies to the exclusion of the Disputes Procedure. If any part of the Other Procedure is inconsistent with the rules of natural justice, that part will not apply, but the remainder of the Other Procedure will continue to apply together with adjustments as determined by the Committee in its discretion so that the Other Procedure is consistent with the rules of natural justice.
 - (b) If the conduct, incident, event or issue does not meet the definition of a Dispute and is managed by any Other Procedure, that Other Procedure applies to the exclusion of the Disputes Procedure.
- 13.4 **Application of the Disputes Procedure:** If the Dispute is not required by other legislation to be dealt with in a different way and it is not dealt with by any Other Procedure, the Disputes Procedure applies to the Dispute.
- Disputes Procedure***
- 13.5 **Raising a complaint:**
- (a) A Member or an Officer may start the Disputes Procedure (a **Complaint**) by giving written notice to the Committee setting out:
 - (i) the allegation to which the dispute relates and who the allegation is against; and
 - (ii) any other information reasonably required by the Club.
 - (b) The Club may make a Complaint involving an allegation against a Member or an Officer by giving notice to the person concerned setting out the allegation to which the Dispute relates.
 - (c) The information given must be enough to ensure a person against whom the Complaint is made is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.
- 13.6 **Investigating and determining Disputes:** Unless otherwise provided, the Club must as soon as is reasonably practicable after receiving or becoming aware of a Complaint, ensure the Dispute is investigated and determined. Disputes must be dealt with in a fair, efficient, and effective manner.
- 13.7 **Decision to not proceed with a matter:** Despite the contents of the Disputes Procedure, the Club may decide not to proceed with a matter if:
- (a) the Complaint is trivial; or

- (b) the Complaint does not appear to disclose or involve any allegation of the following kind:
 - (i) any material misconduct; or
 - (ii) any material breach or likelihood of material breach of a duty under this Constitution or the Act; or
 - (iii) any material damage to a Member's rights or interests or Members' rights or interests generally; or
- (c) the Complaint appears to be without foundation or there is no apparent evidence to support it; or
- (d) the person who makes the Complaint has an insignificant interest in the matter; or
- (e) the conduct, incident, event, or issue giving rise to the Complaint has already been investigated and dealt with under this Constitution; or
- (f) there has been an undue delay in making the Complaint.

13.8 Complaint may be referred: The Club may refer a Complaint to:

- (a) a hearing body or person authorised, delegated or appointed by the Committee to hear and resolve Disputes, and includes an arbitral tribunal (**Hearing Body**); or
- (b) a subcommittee or an external person to investigate and report; or
- (c) any type of consensual dispute resolution with the consent of all parties to the Complaint.

13.9 Hearing Body: The Committee may determine the composition, jurisdiction, functions and procedures of, and any sanctions which can be imposed by, any Hearing Body. Each Hearing Body has delegated authority by the Committee to resolve, or assist to resolve, Complaints.

13.10 Bias: An individual may not be part of a Hearing Body in relation to a Complaint if two or more members of the Committee or of the Hearing Body consider there are reasonable grounds to believe that the individual may not be:

- (a) impartial; or
- (b) able to consider the matter without a predetermined view.

13.11 Complainant's right to be heard:

- (a) The Member or Officer has a right to be heard before the Complaint is resolved or any outcome is determined. If the Club makes a Complaint, the Club has a right to be heard before the Complaint is resolved or any outcome is determined, and a Committee Member may exercise that right on behalf of the Club.
- (b) A Member or Officer or the Club must be taken to have been given the right if:

- (i) the Member or Officer or the Club has a reasonable opportunity to be heard in writing or at an oral hearing, if one is held; and
- (ii) an oral hearing is held if the Hearing Body considers that an oral hearing is needed to ensure an adequate hearing; and
- (iii) an oral hearing, if any, is held before the Hearing Body; and
- (iv) the Member's or Officer's or the Club's written statement or submission, if any, are considered by the Hearing Body.

13.12 **Respondent's right to be heard:** The Member or Officer who, or the Club which, is the subject of the Complaint (**Respondent**) has a right to be heard before the Complaint is resolved or any outcome is determined. If the Respondent is the Club, a Committee Member may exercise the right on behalf of the Club. A Respondent must be taken to have been given the right if:

- (a) the Respondent is fairly advised of all allegations concerning the Respondent, with sufficient details and time given to enable the Respondent to prepare a response; and
- (b) the Respondent has a reasonable opportunity to be heard in writing or at an oral hearing, if one is to be held; and
- (c) an oral hearing is held if the Hearing Body considers that an oral hearing is needed to ensure an adequate hearing; and
- (d) an oral hearing, if any, is held before the Hearing Body; and
- (e) the Respondent's written statement or submissions, if any, are considered by the Hearing Body.

13.13 **Appeals:** There is no right of appeal or right of review of a decision unless specified.

14. Liquidation and removal

14.1 **Notice:** The Committee must give notice to all Members at least 20 Working Days of a proposed motion:

- (a) to appoint a liquidator;
- (b) to remove the Club from the Register of Incorporated Societies; or
- (c) for the distribution of the Club's surplus assets.

The notice must comply with section 228 of the Act and include details of the General Meeting at which the proposed motion is to be considered.

14.2 **Special Resolution:** Any resolution for a motion set out in clauses 14.1(a) to (c) must be passed by a Special Resolution of Members.

14.3 **Surplus assets:** The surplus assets of the Club, after the payment of all costs, debts and liabilities, must be disposed of to Archery New Zealand or any other not-for-profit entity that shares similar purposes to the Club.

15. **Matters not provided for**

- 15.1 If any matter arises that, in the opinion of the Committee, is not provided for in this Constitution or any Bylaws, or if any dispute arises out of the interpretation of this Constitution or the Bylaws, the matter or dispute will be determined by the Committee.