



**CONSTITUTION**  
**of**  
**WHIRITOA LIFEGUARD SERVICE**  
**Incorporated**

*Kaitiaki o te Moana o  
Whiritoa*

Incorporated Societies Office Number  
212669

Charities Commission Number  
CC40708

(As Adopted by Members at Special General Meeting of the Club 5<sup>th</sup> June 2016)

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**CONSTITUTION OF WHIRITOA LIFEGUARD SERVICE  
INCORPORATED**

**Under the Incorporated Societies Act 1908 and its amendments**

Note: Words and phrases used in this Constitution are defined in Rule 25.

**1) NAME**

A The club shall be called **Whiritoa Lifeguard Service Incorporated** and shall consist of all persons (except as provided in Rule 4.F iii) duly accepted as members, and shall be affiliated to SLSNZ.

B The Maori name of the club shall be *Kaitiaki o te Moana o Whiritoa*

**2) REGISTERED OFFICE**

The registered office of the Club shall be at the Clubhouse, Whiritoa Beach or at such other place or places as the Club Committee shall determine from time to time.

**3) OBJECT**

**A Primary Object.**

The primary object for which the Club is established is to prevent death by drowning of those swimming and undertaking activities on Whiritoa Beach by providing lifesaving, lifeguarding patrol services and other Programmes and services including to;

- i) Seek and promote membership of the Club,
- ii) Study and practice of the methods of surf lifesaving,

- iii) promote demonstrations, and arrange classes of instruction, so as to increase water safety awareness amongst the general public,
- iv) assist the Local Authority's inspectors and/or beach wardens when called upon, and by appointing patrols, render all possible aid to those in distress,
- v) encourage and promote physical fitness of club members,
- vi) develop and train lifeguards, instructors, competitors, officials, coaches, managers and other personnel involved with Surf Life Saving,
- vii) attend local, regional and National Competitions for the benefit of its members, and
- viii) represent the interests of Members of the Club at general meetings of SLSNZ,
- ix) act in good faith and loyalty to ensure the maintenance and enhancement of Surf Life Saving, its standards, quality and reputation for the collective and mutual benefit of the members and the Whiritoa Community.

**B Secondary Objects** are to;

- i) Encourage family participation in the activities, administration, social events and entertainment of the Club,
- ii) give, and seek where appropriate, recognition for Members to obtain awards or public recognition for Surf Life Saving or other services to the community,
- iii) seek and obtain improved facilities and equipment for the enjoyment of Surf Life Saving,

- iv) provide information, assistance and resources to its Members,
- v) enforce the applicable rules for Surf Life Saving competitions and events,
- vi) maintain and enhance the reputation of SLSNZ, the Club and Surf Life Saving through the development and promotion of standards and practices which fulfill these Objects, and
- vii) at all times operate with, and promote, mutual trust and confidence between SLSNZ, the Club and the Members in pursuit of these Objects,
- viii) liaise and co-operate with SLSNZ and other member clubs of SLSNZ to promote, develop, and delivery Surf Life Saving
- ix) be a member of SLSNZ and make available and enforce the rules of SLSNZ, and
- x) these objects will only be undertaken within New Zealand.

#### 4) CATEGORIES OF MEMBERS

The categories of membership shall be as set out in Rules 4.A to 4.I.

##### A) Active Open Members Shall;

- i) Hold the SLSNZ Surf Lifeguard Award,
- ii) be 19 years of age or older as at 1 October in the year of application,
- iii) be available and agree to voluntarily perform patrol duties for the Club, and
- iv) be available and wish to compete for the Club in Surf Life Saving competitions and events.

##### B) Active Under 19 Members Shall;

- i) Hold the SLSNZ Surf Lifeguard Award,
- ii) be no younger than 14 years of age and no older than 19 years of age as at 1 October in the year of the application,
- iii) be available and agree to voluntarily perform patrol duties for the Club, and
- iv) be available and wish to compete for the Club in Surf Life Saving competitions and events;

##### C) Junior Surf Members Shall;

- i) Be younger than 14 years of age as at 1 October in the year of application,
- ii) aspire to perform patrol duties
- iii) wish to support and be involved and interested in the Club, and
- iv) be available and wish to compete for the Club in Surf Life Saving competitions and events.

##### D) Qualifying Active Members Shall;

- i) Be at least 14 years of age as at 1 October in the year of application,
- ii) intend to sit the examination for the SLSNZ Surf Lifeguard Award in the year of application,

iii) subject to achieving the SLSNZ Surf Lifeguard Award in 4.D.ii, be available and agree to voluntarily perform patrol duties for the Club, and  
iv) be available and wish to compete for the Club in Surf Life Saving competitions and events.

**E) Reserve Active Members** Shall;

i) Be at least 14 years of age as at 1 October in the year of application,  
ii) hold the SLSNZ Surf Lifeguard Award, and  
iii) are available on an ad hoc and non-rostered basis to perform patrol duties and/or to compete for the Club in Surf Life Saving competitions and events.

**F) Associate Members** Shall;

i) Not hold the SLSNZ Surf Lifeguard Award,  
ii) wish to support and be involved and interested in the Club, and  
iii) may be other than persons.

**G) Paid Life Members** (Applications for which stopped being accepted after 01 March 2001) shall;

i) Be Persons or Families, known as Paid Life Members (Person) and Paid Life Members (Family) respectively. For the purposes of this Rule 'Life' is defined as a period of twelve years from the end of the Club year in which the fee was paid. (Children of parents purchasing a Paid Life Membership (Family) cease to be Paid Life Members on reaching the age of twenty. Children born or legally adopted to the original parents after the

membership was acquired will qualify as additional Members (upon notification to the Club Secretary) of the Paid Life Member (Family) membership without additional subscription and will remain Paid Life Members until they attain twenty years, and

ii) wish to support and be involved in the Club, and  
iii) remain members of the Club after the period of twelve years by payment of an Annual Administration Fee. The fee shall be the same for Persons and Families.  
iv) Paid Life members shall have a sub-category of membership per Rule 4A to 4F.

**H) Officers and Appointed Personnel:**

The Officers of the Club and any Appointed Personnel of the Club shall be Members upon their election or appointment to such position and upon compliance with Rule 7.A

**I) Life Members:**

i) Persons who are granted Life Membership of the Club under Rule 7.C for outstanding contribution or service to Surf Life Saving or the Club.  
ii) Paid Life members shall have a sub-category of membership per Rule 4A to 4F.

**J) Rights and Privileges of Membership**

i) Members may compete for the Club in Surf Life Saving competitions and events if chosen as a Club representative,

ii) have access to the Club's facilities and equipment as permitted by the Club, and participate in programmes and activities offered by the Club

#### 5) MEMBERS REGISTER

A) The Secretary of the Club shall keep and maintain a Register in which shall be entered for each Member and Officer their full name, address, class of membership, occupation, date of admission as a Member, and any other information that the Club Committee determines is appropriate.

B) All Members shall provide written notice of any change to the details in Rule 5.A to the Club within fourteen (14) days of such change. The Club will then notify SLSNZ of such changes.

C) The Club Committee shall, in collecting personal information for the Register in Rule 5.A seek the consent of the individual concerned and at all times comply with the Privacy Act 1993.

D) Any entry on the Register shall be available for inspection by Members and Officials, upon reasonable request and in compliance with the Privacy Act.

#### 6) SUBSCRIPTIONS

A) The Club Committee shall determine:

- i) the Membership Fee and/or other Fees payable by each category of Member of the Club,
- ii) the due date for the Fee(s), and
- iii) the manner of payment for the Fee(s).

B) Each Member of the Club shall pay the annual Fee(s) by the due date. Failure to pay the Fee(s) by the due date or by any subsequent date agreed (following process in Rule 20.B) shall mean the individual concerned is no longer a Member of the Club and all rights and privileges they had as a Member shall cease to apply per Rule 20.C.

#### 7) MEMBERS

##### **Application**

A) Applications for memberships must be proposed on the approved form or by applying on-line with SLSNZ and submitted to the Club Committee for its absolute acceptance and if accepted shall determine the category of membership. The applicant shall be advised in writing of the Club Committee's decision.

##### **B) Member's Obligations:**

Members shall accept and agree;

This Constitution constitutes a contract between each of them, the Club and SLSNZ.

- i) They shall comply with and observe this Constitution, the SLSNZ Constitution, the Regulations, and any policies and procedures of the Club and SLSNZ and any determination, resolution or decision which may be made or passed by the Club Committee.
- ii) They are subject to the jurisdiction of the Club and SLSNZ.
- iii) This Constitution, the Constitution of the SLSNZ Constitution, the Regulations, and the policies and procedures of the Club and SLSNZ respectively, are necessary and reasonable for promoting the Objects of SLSNZ and the Objects of the Club.
- iv) This Constitution, the SLSNZ Constitution, the Regulations, and any policies and procedures of the Club and SLSNZ, are made in the pursuit of a common object, namely the mutual and collective benefit of SLSNZ, and the Club and Surf Life Saving.
- v) They are entitled to all benefits, advantages, privileges and services of membership as conferred by this Constitution.

### **C) LIFE MEMBERS**

A person shall become a Life Member of the Club by nomination of at least two current Members and then vote by two-thirds majority of those entitled to vote at a General Meeting. Such process shall be carried out in accordance with the Regulations.

### **8) OFFICERS and CLUB MANAGEMENT**

A) Honorary Officers: Patron, Vice-Patron, Honorary-Solicitor, Honorary Auditor (who shall be a practicing chartered accountant), Honorary Medical Officer(s).

B) The Club shall consist of a Club Committee, (Rule 8C) an Executive Committee (Rule 8.D) and such other Sub Committee(s) as deemed necessary by the Club Committee from time to time, one of which shall be a Lifeguard sub-committee

C) Club Committee shall consist of: President, Chairperson, Secretary, Finance Director, , Lifeguard Director (a member complying with Rule 4.A, 4.B or 4.E), Club Captain (a member not complying with Rule 4.A, 4.B or 4.E shall not be elected if a member complying with Rule 4.A, 4.B, or 4.E is also nominated), Junior Club Captain, Facilities Director, Health and Safety Director and any employee invited to attend.

D) The Executive Committee shall consist of the Chairperson, Lifeguard Director, Secretary and Finance Director or any three thereof, with power to deal with all urgent matters at a moment's notice, and shall report their action in full at the next Club Committee meeting.

E) The term of office for all Club Committee Members shall be two (2) years, expiring at the conclusion of the relevant Annual General Meeting. An elected Club Committee member may be re-elected to the Club Committee for a maximum of two (2) subsequent and consecutive terms of office. The election of Club Committee Members shall be rotated so that at least half of the current Club Committee retire at each Annual General Meeting

F) Club Committee shall be empowered to fill vacancies occurring during the year and appoint such other officers as in their opinion may be necessary for the achieving of the Objects.

G) The term for a Club Committee Member appointed to fill a vacancy and all co-opted Club Committee Members shall be the period from their appointment until the conclusion of the first Annual General Meeting following such appointment. A Club Committee Member appointed to fill a vacancy and all co-opted Club Committee Members may be re-appointed to the Club Committee for further periods of office per Rule 8.F.

H) In the absence of the Chairperson, a Chairperson shall be elected from the floor.

I) Committee members holding office when this constitution is adopted and are entitled to remain in office per Rule 8.E shall do so if they wish.

J) The duties of the President, Chairperson, Secretary, Finance Director, Lifeguard Director, Club Captain, Junior Club Captain, Health and Safety Director and Facilities Director shall be set out in the Club's Regulations.

K) The Lifeguard Sub-Committee shall be chaired by the Lifeguard Director. The President shall be an ex-officio member. Other members, whom shall be approved by the Club committee, shall have tasks and responsibilities described in the applicable Regulation.

## **9) NOMINATION AND ELECTION OF CLUB COMMITTEE**

### **A) Nomination**

The Club Committee shall submit to the Annual General Meeting the names of the candidates received by the advised closing day prior to the Annual General Meeting for the vacant positions shown on the Notice of Meeting for the succeeding year. All Nominations for office shall be on the approved form and moved and seconded by financial members of the Club with the consent of the nominee.

### **B) Election**

The Committee Members shall be elected by a majority of the Members present and entitled to vote at a General Meeting. Voting shall be conducted according to Rule 21. If the number of nominees for the Committee;



**i)** is equal to the number of vacancy(ies), the person chairing the meeting shall declare the nominee(s) elected.

**ii)** is less than the number of vacancies, further nominations may be received from the floor of the General Meeting and if no further nominations are received positions may be left vacant on the Club Committee, and

**iii)** is greater than the number of vacancies, a election shall be held per Rule 21.B.

#### C) **Eligibility:**

Individuals may not serve on the Club Committee if any of the following apply:

**i) Bankrupt:** a person who is an undischarged bankrupt, or is subject to a condition not yet fulfilled, or any order under the Insolvency Act 1967;

**ii) Under 16 Years:** a person who is under the age of 16 years;

**iii) Dishonesty Offences:** a person who has been convicted of a crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961) and has been sentenced for that crime within the last 7 years;

**iv) Disqualified Director:** a person who is prohibited from being a director or promoter of, or being concerned or taking part in, the management of, an incorporated or unincorporated body under the Companies Act 1993, Securities Act 1978, the Securities Markets Act 1988, the Takeovers Act 1993, or from being an officer of a charitable entity under the Charities Act 2005;

**v) Property Order:** a person who is subject to a property order made that the person is lacking in competence to manage their own affairs under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of the Protection of Personal and Property Rights Act 1988;

**vi)** and if any of the above circumstances occur to an existing Committee Member, they shall be deemed to have vacated their office upon such circumstance.

#### D) **Removal:**

The Members in an SGM called for this purpose may, by Special Resolution remove any Committee Member before the expiration of their term of office in accordance with the following process:

**i)** upon the Club receiving a request for a SGM for the purpose of removing a Committee Member, or the Club Committee as a whole, the Secretary shall send the notice of the SGM to the Committee Member concerned, or the Club Committee (as the case may be), in addition to the Members of the Club; and

**ii)** following notification under Rule 14 (Notice of SGM) and before voting on the resolution to remove a Committee Member or the Club Committee as a whole, the Committee Member, or the Club Committee as a whole (as the case may be) affected by the proposed resolution shall be given the opportunity prior to, and at, the SGM to make submissions in writing and/or verbally to the persons entitled to be present at the General

Meeting about the proposed resolution.

**E) Conclusion of Office:**

A Committee Member shall cease to be a member of the Club Committee as and from the date when the Committee Member:

- i) dies, or, in the opinion of the majority of the Club Committee, becomes so incapacitated that she or she is effectively incapable of performing the duties required of a Committee Member;
- ii) resigns by notice in writing to the Chairperson;
- iii) is absent from three (3) consecutive Club Committee meetings without explanation in writing, duly accepted by the Club Committee as satisfactory; or
- iv) is removed from office.

**10) CLUB COMMITTEES**

**A) Club Management.**

The Management of the Club shall be vested in the Club Committee.

**B) Duties of Committee Members:**

The specific duties pertaining to each role on the Club Committee are as determined by the Club Committee, and the general duties of each Committee Member are to:

- i) act in good faith and in the best interests of the Club at all times;
- ii) exercise the powers of the Club Committee for proper purposes;
- iii) act, and ensure the Club acts, in accordance with this Constitution;

- iv) not agree to, nor 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;
- v) not agree to the Club incurring any obligations unless the Committee Member believes at that time on reasonable grounds that the Club will be able to perform the obligations when it is required to do so; and
- vi) exercise the care, diligence, and skill that a reasonable Committee Member 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 Committee Member and the nature of the responsibilities undertaken by the Committee Member

**C) The Powers of the Club Committee**

Without limiting the generality of the Club Committee's powers to carry out the objects of the Club as it considers necessary, the Club Committee shall have the following specific powers, to:

- i) Determine, raise and receive money by Fees, levies, donations, door charges, central or local government funding or otherwise.
- ii) Determine Regulations, policies and procedures for the governance, management and operations of the Club.
- iii) Determine, implement and enforce disciplinary procedures for its Members including imposing sanctions.
- iv) Employ, determine and terminate the services of personnel and organisations to advise the Club.

- v) Contract, engage or otherwise make arrangements with any person or organisation to fulfill the Objects.
- vi) Award, grant or otherwise honour achievement and service to the Club.
- vii) purchase, lease, hire or otherwise acquire, hold, manage, maintain, insure, sell or otherwise deal with property, equipment, and other rights, privileges and licenses.
- viii) Sell or otherwise acquire all or any part of the property, assets and liabilities of any one or more companies, institutions, incorporated societies or organisations whose activities or objects are similar to the Club's.
- ix) Construct, maintain, and alter any buildings, premises, or facilities, and carry out works it considers necessary or desirable for the advancement or improvement of such buildings, premises or facilities produce, develop, create, own, licence, and otherwise exploit, use, and protect intellectual property;
- x) undertake research into Surf Life Saving and related matters to fulfil the objects of the Club;
- xi) publish information to promote the Club by any media (such as newsletters, articles, brochures, and the internet) provided such publication is done in accordance with any applicable SLSNZ Regulations;
- xii) delegate powers of the Club to the Club Committee or any sub-committee or any person;
- xiii) organise and control Surf Life Saving competitions, events and programmes administered by the Club, and provide trophies and prizes for the same;

- xiv) organise social events for Members and the promotion of the Club,
- xv) do any other acts or things that are incidental or conducive to the attainment of the objectives of the Club.

#### **D) Regulations**

- i) The Club Committee may determine and amend such Regulations as it considers necessary or desirable. Such Regulations must be consistent with the Objects and any directives given in General Meeting.
- ii) All Regulations shall be binding on the Club and the Members.
- iii) All Regulations and any amendments to them, shall be advised to all Members in writing or electronically as approved by the Club Committee.
- iv) The Club Regulations which prior to the commencement of this Constitution were in force shall (unless otherwise revoked) be deemed to continue in force as the Regulations until revoked or otherwise altered by the Club Committee, provided that to the extent of any inconsistency between the Club Regulations and this Constitution, this Constitution shall prevail.

#### **E) Club Committee Meeting Frequency**

The Club Committee shall meet at least once a month during the summer period (1st November to 30th April inclusive) and at least bi-monthly during the winter period (1st May to 31st October inclusive), seven days notice of each meeting being given and a simple majority shall form a quorum.

## **Voting**

Each Club Committee Member, except employees, shall have one vote at Committee Meetings. All decisions and resolutions of the Committee shall be determined by a vote of a majority of Committee Members present at a Meeting. Voting may be verbal, by show of hands, or secret ballot (if requested by any Committee Member.) The Chairperson shall have a deliberative and a casting vote

## **F) Meeting Places**

- i) The Club/Executive committee shall meet at such places and in such manner as they shall determine
- ii) A meeting of the Club/Executive committee may be held where one or more of the Club/Executive Committee is physically not present at the meeting, provided that:
  - (a) all persons participating in the meeting are able to communicate orally with each other, simultaneously and instantaneously whether by means of telephone or other form of communication.
  - (b) Notice of the meeting is given to all Club/Executive Committee Members and such notice specifies that Committee Members are not required to be present in person at the meeting
  - (c) If failure in communications prevents 10.G.ii.(a) above from being satisfied and such failure results in the quorum not being met, the meeting shall be suspended until condition 10.G.ii.(a) is satisfied again. If such condition is not satisfied within fifteen (15) minutes

from the interruption the meeting shall be deemed to have terminated or adjourned.

**iii)** Any meeting held where one or more of the Club/Executive Committee is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Club/Executive Committee Member is there present and if no Club/Executive Committee Member is there present the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

## **11) ABSENCE FROM MEETINGS**

Should any member of any committee absent themselves without leave from two consecutive meetings or three during the year without reasonable cause being explained the seat may be declared vacant and another Officer duly appointed.

## **12) FINANCE**

### **A) Control of Monies**

All monies received by or on behalf of the Club shall forthwith be paid to the credit of the Club in any trading or savings bank account and all cheques, withdrawal slips drawn, or Direct Electronic Payments on any such bank account shall be signed or actioned by the Finance Director and countersigned or actioned by one of three members of the Club Committee appointed for that purpose. The signature of the Secretary or Finance Director or other officer of

the Club Committee duly appointed by the Club Committee shall be sufficient for endorsement of any cheque received on behalf of the Club.

#### **B) Income Sources**

The work of the Club shall be supported by means of displays, donations and subscriptions, also by social and other activities organised in its aid.

#### **C) Pecuniary Gain**

The income and property of the Club shall be applied solely towards the promotion of the Objects. Except as provided in this Constitution;

- i) No portion of the income or property of the Club shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member or Officer.
- ii) no remuneration or other benefit in money's worth shall be paid or given by the Club to any Member or Officer.

#### **D) Undertakings by Members**

Nothing in clause 12.C above shall prevent payment in good faith of, or to any, Member or Officer for;

- i) Any services actually rendered to the Club whether as an employee or otherwise.
- ii) Goods supplied to the Club in the ordinary and usual course of operation.
- iii) Interest on money borrowed from any Member or Officer.
- iv) Rent premises demised or let by any Member or Officer to the Club.

- v) Any out-of-pocket expenses incurred by the Member or Officer on behalf of the Club for any other reason, provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

#### **E) Financial Year**

The Club's year officially commences on May 1<sup>st</sup> of each year and may be altered from time to time by the Club Committee.

### **13) ANNUAL GENERAL MEETING**

#### **A) Purpose**

The Annual General Meeting shall be held before June 30<sup>th</sup> in order that it occur before the SLSNZ Annual General Meeting for the following purpose:

- i) the receipt from the Club Committee of a report and statement of financial position and statement of financial performance for the preceding year.
- ii) To receive reports from other Club officials,
- iii) To elect Officers and Club Committee.
- iv) To decide on any resolution which may be duly submitted to the Club Secretary five (5) days before the meeting.

**B) Advice to Members**

The date and place of the Annual General Meeting shall be advised to all members at their last address (postal and/or electronic) at least fourteen (14) days before the meeting.

**C) Minutes**

Minutes of the Annual General Meeting shall be confirmed and actioned as a true record at the first Club Committee Meeting following the Annual General Meeting, read at the following Annual General Meeting and made available upon request to any Member.

**14) SPECIAL GENERAL MEETING**

**A) Purpose**

The Chairperson may at any time for any special reason call a Special General Meeting and shall do so forthwith upon the requisition in writing of 25% or more of the Members stating the purpose for which the meeting is required, including any proposed motion or motions. No business shall be transacted at any SGM other than that specified in the notice convening the meeting.

**B) Advice to Members**

At least fourteen (14) clear days before a Special General Meeting a notice thereof, the date, place and of the business to be transacted shall be provided in writing to the last address, (postal and/or electronic) of all Members.

**15) GENERAL MEETING**

**A) Chairperson**

At all General Meetings, the Chairperson or in their absence any other duly elected Chairperson shall take the chair.

**B) Quorum**

At all General Meetings ten (10) Members shall constitute a Quorum.

**C) Format**

All meetings of the Club (including Club/Executive Committee Meetings) shall be conducted under the standard rules of debate.

**D) Errors:** Any irregularity, error or omission in notices, agendas and relevant papers of General Meetings or the omission to give notice within the required time frame or the omission to give notice as specified in these Rules and any other error in the organisation of the meeting shall not invalidate the meeting nor prevent the meeting from considering the business of the meeting provided that full minutes shall be kept of all General Meetings and made available upon request by any Member:

- i) the Chairperson in his or her discretion determines that it is still appropriate for the meeting to proceed despite the irregularity, error or omission; and
- ii) a motion to proceed is put to the meeting and carried by Special Resolution.

## 16) ALTERATION OF CONSTITUTION

### A) Procedure

These Clauses may be altered, added to, rescinded or otherwise amended by a resolution passed by a three-fourths majority of those present at a General Meeting for which written notice has been included in the notice of meeting per clauses 13.B and 14.B.

B) Any Constitution in force prior to the commencement of this Constitution shall, upon the commencement of this Constitution, be deemed to be revoked and superseded by this Constitution.

### C) Inland Revenue Department Approval

No addition to, or alteration of the Object Rule (3) or the Pecuniary Gain Rule (12.C), Undertakings by Members Rule (12.D) or the Liquidation Rule (19) shall be approved without the Inland Revenue Department's approval.

## 17) COMMON SEAL

The Common Seal of the Club shall be adopted by the Club Committee and shall be kept by the Secretary and the said Seal should not be affixed to any document except pursuant to a resolution of the Club at a Club Committee Meeting called for that purpose, and in the presence of two members of the Club Committee who shall sign every document sealed. The Club Committee shall maintain a register of every document sealed.

## 18) BORROWING POWERS

The Club Committee shall in addition to the other powers vested in it have a power to borrow or raise money from time to time by the issue of debenture bonds, mortgages or any other security founded or based on all or any other property and/or rights of the Club or without any such security and upon such terms as to priority and otherwise as the Club shall think fit, but the powers of so borrowing or raising money shall not be exercised except pursuant to a resolution passed at a General Meeting.

## 19) LIQUIDATION

A) The Club may voluntarily be put into liquidation if;

- i) A two-thirds majority vote of those entitled to vote at a General Meeting passes a resolution appointing a liquidator; and
- ii) such resolution is confirmed in a subsequent Special General Meeting, called for that purpose, and held not later than thirty (30) working days, after the date on which the resolution was passed.

B) Upon appointment of a liquidator the relevant provisions of the Act shall apply to the liquidation of the Club.

C) Any surplus assets of the Club after payment of all costs, debts, and liabilities, shall subject to any trust effecting the same, be disposed of by distributing, giving or transferring them to some body or bodies having objects Charitable similar to the Objects of the Club.

D) The body or bodies in clause 19.C must prohibit the distribution of its or their income and property among its or their members to at least the same or greater an extent as is imposed on the Club under this Constitution. The body or bodies shall not be carried on for profit and shall have an approved tax exemption.

E) The body or bodies in clauses 19.C and 19.D shall be determined by the Members in a General Meeting at or before the time of liquidation. If the Members are unable to decide the body or bodies shall be determined by the liquidator.

F) the body or bodies in clauses 19.C, 19.D and 19.E shall:

- i) Not be members of the Club, and
- ii) Operate within New Zealand

## 20) CESSATION OF MEMBERSHIP

### A) Resignation

i) A Member of the Club may resign from membership by giving notice in writing to the Club Secretary. Upon payment of any debts or outstanding Fee(s) to the Club and/or SLSNZ, that Member's membership will automatically cease.

ii) A Member who resigns from membership of the Club or has their membership terminated by the Club shall be deemed to have also

withdrawn or terminated their membership of SLSNZ.

### B) Termination – Non Payment of Fees

i) A Member shall have their membership of the Club terminated if any Fee(s) (including Membership Fees) or other payments to the Club are due and outstanding and remain unpaid. Before such termination can occur, the Club must give the Member written notice specifying the payment(s) due and demanding payment by a due date, (being not less than seven (7) days from the date of the demand), and such payment is not made. If payment is not made by the due date, membership shall be suspended pending payment. If such suspension continues for more than ninety (90) Days, the Member shall have their membership automatically terminated on the expiry of such period.

### C) Termination – Other

i) In addition to clauses 20.A and 20.B, a Member may have their membership of the Club and/or SLSNZ terminated if:

- (a) the SLSNZ Judiciary Committee decides to do so under the SLSNZ Constitution or,
- (b) the Club Judiciary Committee decides to do so under clause 23 of this Constitution or,
- (c) the Club Committee or any sub-committee of the Club Committee of the Club after reasonable enquiry, considers that the Member did not or is unable to comply with a reasonable Club Committee decision, this Constitution, the SLSNZ Constitution, or any Regulations, policies



or reasonable directions of the Club Committee or the Board of SLSNZ.

ii) Before any decision under clause 20.C.i).(c) is made, the Member concerned shall be given seven (7) days written notice by the Club Committee of the intended resolution, and have the right to be present, make submissions and be heard at the Club Committee meeting(s) in which the resolution is to be determined.

iii) Any Member whose membership is terminated under clause 20.C.i). (c) may appeal the decision to a Special General Meeting of the Club called for that purpose. The appeal shall be allowed if two-thirds majority of those entitled to vote at the General Meeting do so in favour of such appeal. Where a Member appeals against a decision of the Club Committee under this Clause, the decision of the Special General Meeting shall be final, and clause 22.C shall not apply. Any Member whose membership is terminated under clause 20.D.iii may appeal under clause 22.C.

iv) Membership, which has been terminated under this Constitution, may be reinstated at the discretion of the Members at a subsequent General Meeting, unless the termination was determined by SLSNZ in which case the Member may be reinstated at the discretion of the Members at a SLSNZ General Meeting, as the case may be.

#### **D) Effect of Membership Cessation**

i) If a Member resigns or has their membership of the Club terminated then their membership of SLSNZ shall automatically be terminated.

ii) An individual who ceases to be a Member of the Club shall forfeit all rights in and claims upon the Club and its property, and shall not use any property of the Club, including Intellectual Property.

iii) Where a person has had his or her membership of the Club suspended or terminated, his or her membership may only be reinstated at the discretion of the Club Committee.

#### **E) Suspension**

If the Club Committee considers a Member has or may have engaged in one or more of the circumstances in Rule 22 A, and it believes it is in the best interests of the Club to do so, it may suspend the Member pending determination of the disciplinary matter in accordance with this Rule. Before invoking any such suspension, the Member shall be given notice of the proposed suspension and the right to be heard.

#### **F) Consequences of Suspension:**

If a Member is suspended from membership of the Club, then until such time as the suspension is revoked, the Member concerned shall:

i) Not be entitled to attend, speak, or vote at a General Meeting

ii) Not be entitled to continue to hold office in any position within the Club or SLSNZ,

- iii) Not be entitled to any other privileges to which they would otherwise be entitled including participation in any competition, activity event, function or meeting of the Club or SLSNZ and,
- iv) Have their membership of SLSNZ suspended.

## 21) VOTING AT GENERAL MEETINGS

### A) Whom

Members aged 15 and over at the time of the meeting, shall be entitled on every motion to one vote exercised in person by Life members, Active Open Members, Active under 19 Members, Qualifying Active Members, Reserve Active Members, Associate Members and Paid Life Member (Person) and Paid Life member (Family). The Chairperson will have a casting vote in a situation of equality of votes.

### B) Method

Voting on all elections at the Annual General Meeting shall be by a show of hands unless a secret ballot be called for by two or more members.

### C) Proxy Votes

- i) Each Member and Officer shall be entitled to appoint another Member or Officer as their proxy by notice given to the Secretary no later than twenty four (24) hours before the time of the meeting in respect of which the proxy is appointed. Only proxies which indicate whether the Member is voting in favour of or against the proposed resolution as set out in their proxy shall be valid. General proxies are not valid.

- ii) The notice appointing the proxy shall be in the form set out in Appendix 1, or as otherwise determined by the Club Committee from time to time.

## 22) JUDICIARY COMMITTEE

### A) Matters which may be Referred to Judiciary Committee

Without limiting the Club Committee's powers under Rule 20, the following matters may be referred for investigation and determination by the Club's Judiciary Committee in the sole discretion of the Club Committee an allegation by an individual or organisation that a Member, Officer, or Appointed Personnel has;

- i) Breached, failed, refused or neglected to comply with a provision of this Constitution, the SLSNZ Constitution, and the Regulations, policies and procedures of the Club and SLSNZ respectively or,
- ii) acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Club, SLSNZ and/or Surf Life Saving or,
- iii) brought the Club, SLSNZ and/or Surf Life Saving into disrepute and,
- iv) any such Member will be subject to the jurisdiction, procedures, penalties and appeal mechanisms of the Club set out in the regulations.

### **B) Referral to Judiciary Committee**

- i) The Club Committee may commence investigatory or disciplinary Proceedings against a Defendant by referring any matter described in Rule 22.A to the Judiciary Committee in the manner set out in the Regulations.
- ii) The Judiciary Committee shall consist of not less than three (3) persons appointed annually by the Club Committee. The Club Committee shall appoint a Chairperson from one of the members appointed to the Judiciary Committee. Only one Club Committee Member is eligible to sit on the Judiciary Committee.
- iii) Any referral to the Judiciary Committee shall be made and determined in accordance with the Regulations.

### **C) Appeals**

Subject to Rule 20C.iii, a Defendant, any other party to the Proceedings or the Club Committee may, within fourteen (14) days of receiving the decision of the Judiciary Committee, appeal that decision to SLSNZ Judiciary Committee, in accordance with SLSNZ's Constitution and Regulations.

### **23) INDEMNITY**

The Club shall indemnify its Committee Members, Officers, and employees against all damages and costs (including legal costs) for which any such Committee Member, Officer, or employee may be, or become, liable to any third party as a result of any act or omission, except wilful misconduct:

- A) In the case of a Committee Member or Officer, performed or made whilst acting on behalf of and with the authority, express or implied, of the Club Committee, and
- B) in the case of an employee performed or made in the course of and within the scope of their employment by the Club.

### **24) DISPUTES AND MATTERS NOT PROVIDED FOR**

- A) Subject to Rule 24.B, if any dispute arises out of the interpretation of this Constitution or the Regulations, or any matter arises which is not provided for in this Constitution or the Regulations, then such dispute or matter shall be referred in writing to the Club Committee, whose decision shall be final and binding.
- B) If the dispute or matter in Rule 24.A is between the Club Committee and a Member, or between any one (1) or more Committee Members, ("the parties") the dispute or matter shall be resolved by the following process:
  - i) By the parties acting in good faith to seek an agreement; or failing such agreement.
  - ii) By a party or the parties appointing an independent third person to mediate between them; or failing agreement at such mediation.
  - iii) By arbitration under the Arbitration Act 1996, by giving written notice of such arbitration by a party to the other party and (if not a party) the Club

Committee. Such arbitration shall be heard and determined by a single arbitrator to be appointed by the President of the District Law Society which includes the locality of Whiritoa Beach. The arbitrator shall determine the procedure for the arbitration. The decision of the arbitrator shall be final and binding.

## 25) DEFINITIONS

The words and phrases used in this Constitution shall mean as follows:

“**Act**” means the Incorporated Societies Act 1908 and its amendments.

“**Annual Report**” means the reports described under Rule 13.A.i & 13.A.ii.

“**Annual General Meeting**” means the General Meeting held annually as described in Rule 13.

“**Appointed Personnel**” means individuals (excluding Officers) who are appointed by the Club Committee from time to time according to the regulations to positions of responsibility within the Club and which are unpaid.

“**Chairperson**” means the individual elected under Rule 8 C.

“**Committee Members**” means the member’s of the Club Committee appointed under Rule 8.C.

“**Club**” means the Whiritoa Lifeguard Service (Inc.).

“**Club Committee**” means the Club Committee of the Club as defined in Rule 8 C.

“**Club Event**” means:

- A. Any Surf Life Saving competition or event held by, or under the auspices of Club or,
- B. any other competition or event sponsored by or conducted on behalf of the Club and,
- C. any Club competition or event at which the Club is represented; but does not include a competition or event held by or on behalf of SLSNZ.

“**Club Representative**” means a competitor or other member of a Surf Life Saving team or squad who has been selected to participate in a Surf Life Saving event or competition as a representative of the Club, and includes coaches, managers or other team officials selected to represent the Club.

“**Constitution**” and “**this Constitution**” means the Constitution of the Club.

“**Defendant**” means the Member against whom an allegation, under Rule 22.A is made or an appeal is brought under Rule 22.C.

“**Direct Electronic Payments**” means any payment organised electronically on a regular, incidental or one-off basis from the Club’s Bank Account.

**“Elected Committee Member”** means a person elected as a Committee Member under Rule 13.A.iii.

**“Executive Committee”** means the Executive Committee of the Club as defined in Rule 8.D.

**“Fee(s)”** means the Membership Fee and other fees or charges payable to the club under Rule 6.

**“General Meeting”** means the Annual General Meeting or a Special General Meeting of Whiritoa Lifeguard Service held under Rule 13 and 14 respectively.

**“Intellectual Property”** means all rights or goodwill in copyright, business names, names, trade marks (or signs), logos, designs, patents or service marks relating to the Club or any event, or any competition or Surf Life Saving activity or programme of or conducted, promoted or administered by the Club.

**“Judiciary Committee”** means a committee of the Club Committee as set out in Rule 22

**“Life Members”** means those individuals described in Rule 4 I.

**“Meeting”** means a meeting of the Club Committee, Executive Committee, Lifeguard Sub-committee or any Sub-Committee.

**“Members”** means a member of the Club as described in Rule 4.

**“Membership Fee”** means the fee or fees payable to the Club under Rule 6.

**“Objects”** means the objects of the Club described under Rule 3.

**“Objects of SLSNZ”** means the objects of SLSNZ as described in the SLSNZ Constitution.

**“Officer”** means the individuals’ appointed under Rule 8 C.

**“Patron”** means the individual appointed under Rule 8 A.

**“Post”** means facsimile, electronic mail, or other form of visible or other electronic communication. The procedure for postal voting shall be a specified in the Regulations.

**“President”** means the individual elected under Rule 8 C.

**“Proceedings”** means any action instigated under Rule 22.B.

**“Register”** means the register of members specified in Rule 5 and held by the Club.

**“Regulations”** means the Regulation’s of the Club determined under Rule 10.D.

**“Rule”** means an item of this Constitution.

**“SLSNZ Rules”** means the Regulations of SLSNZ.

**“Secretary”** means the Secretary of the Club for the time being appointed under Rule 8.C or such other title as is used to describe the equivalent position in the Club.

**“Surf Life Saving”**, means the practice by surf lifeguards of preventing death by drowning at beaches and includes surf lifeguard patrol services, education and sport activities such as swimming, craft, and beach events.

**“SLSNZ Surf Lifeguard Award”** means the award given by SLSNZ upon the holder completing theory, practical, swim resuscitation and rescue tests which certifies that the holder has the basic skills and knowledge to be a surf lifeguard.

**“SLSNZ”** means Surf Life Saving New Zealand Incorporated and includes its officers, employees, SLSNZ Board members and agents.

**“SLSNZ Board”** means the Board of SLSNZ as defined in the SLSNZ Constitution.

**“SLSNZ Constitution”** means the Constitution of SLSNZ.

**“SLSNZ Judiciary Committee”** means the judiciary committee as defined in the SLSNZ Constitution

**Appendix 1**

**Appointment of Proxy  
Whiritoa Lifeguard Service (Inc)**

I, \_\_\_\_\_ (full name)

of \_\_\_\_\_ (address)

being a \_\_\_\_\_ (category of membership) of the Club

hereby appoint \_\_\_\_\_ (full name)

of \_\_\_\_\_ (address)

who is a Member/Committee Member (select one) of the Club, as my proxy to exercise my votes  
on my  
behalf

at the General Meeting of the Club to be held on \_\_\_\_\_ (date)

and at any adjournment of that meeting.

My proxy is authorised to vote in favour of/against (delete as appropriate) the following motions (insert details):

\_\_\_\_\_ (signed)

\_\_\_\_\_ (date)

**Please note general proxies are not acceptable - the proxy must be specific for/against each motion. If the instructions for a particular motion are not clear, no vote will be accepted for that motion.**