

HENDERSON RETURNED AND SERVICES ASSOCIATION CONSTITUTION AND RULES

APPROVED MAY 2021

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1. NAME

- 1.1. The name of the Club shall be the: "Henderson Returned And Services Association" hereinafter referred to as the" Club".
- 1.2. The Club is a Society duly Registered and Incorporated under "The Incorporated Societies Act 1908".
- 1.3. The Club is (a) non-sectarian and (b) non-party political in that it does not, except by the submission of questions and the publication of answers thereto, influence or seek to influence the views of its members regarding any candidate for public office or any political or municipal party.
- 1.4. The Club is an affiliated member of the Royal New Zealand Returned And Services' Association Incorporated hereinafter referred to as RNZRSA and Clubs New Zealand Incorporated.

2. DEFINITIONS AND INTERPRETATION

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

"Adjunct" means an adjunct or section of the Club formed for sporting, social and special interest groups within the Club.

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

"Affiliated Member" means the same as authorised visitor and includes:
A member of any other Club which is a member of the RNZRSA, Clubs New Zealand Incorporated or some other Club or association through whom the Club has an arrangement for reciprocal visiting rights for members, irrespective of whether the other Club has an alcohol licence or a permanent charter or not.

"Annual Subscription" is the amount payable annually by members in accordance with Rule 7.

"Associate Member" means a person elected to associate membership of the Club pursuant to Rules 6.2.

"Association" means the RNZRSA or Clubs New Zealand.

"Auditor" means the Clubs auditor pursuant to Rule 16.

"Authorised Customer" has the same meaning as defined in section 60 of the Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof.

“Authorised Visitor” has the same meaning as defined in section 60 of the Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof.

“By-laws” means the processes (rules) that are adopted at the time of formation of the Club or at a later date, that does not form part of the Regulations and may be added or changed or rescinded by a majority vote at an Executive Committee meeting without reference to the Registrar of Incorporated Societies.

"Chairman" means the person who is chairman of a meeting pursuant to Rule 21.1.

"Club" means Henderson Returned And Services Association.

“Corporate Affiliate” means an individual person who is a member of a Corporate Membership.

“Corporate Member” means an association, Club, other corporate body or organisation admitted by the Executive Committee of the Club as a “Corporate Member” of the Club in accordance with Rule 6.88.

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

"Executive Committee" means the Club's Executive Committee of Governance as set out in Rule **Error! Reference source not found.**

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

"Executive Committee Member" means one of the people comprising the Executive Committee set out in Rule **Error! Reference source not found.** and elected pursuant to Rule 14.6.

"Financial Member" means any member of the Club with no outstanding subscription or other payment to the Club overdue.

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

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

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

“Incorporated Society” means a society as defined in the Incorporated Societies Act 1908 or provision as from time to time amended, re-enacted or substituted.

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

"Life Member" means a person elected to life membership of the Club pursuant to Rules 6.6.

"Meeting" means a General Meeting or an Executive Committee Meeting.

"Member" means any member of the Club as defined under the Incorporated Societies Act and Sale and Supply of Alcohol Act and set out in Rule 6.

"Month" means calendar month.

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

"President" means the Club's president elected pursuant to Rule **Error! Reference source not found.**

"Provisional Member" means a person elected to provisional membership of the Club pursuant to Rules 6.6.

"Reciprocal Visiting Rights" means Authorised Visitors, in relation to a premise a Club Licence is held for under the Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof; means a member of some other Club with which the Club concerned has an arrangement for reciprocal visiting rights for members such as a Club which is a member of the RNZRSA, Clubs New Zealand Incorporated or some other Club or association through whom the Club has an arrangement for reciprocal visiting rights for members, irrespective of whether the other Club has an alcohol licence or a permanent charter or not.

"Returned Member" means any person so defined in the First Schedule to the Rules of RNZRSA which is the First Schedule to these Rules.

"Rules" means individual regulations and/or by-laws that are set in place for guidance, in their various forms, for the efficient management and operation of the Club. Together all the rules form the Club Constitution.

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

"Service Member" means any person so defined in the Second Schedule to the Rules of RNZRSA which is the Second Schedule to these Rules.

"Sub Committee" means any such Sub-Committee duly constituted by the Executive Committee.

“Trespass” has the same meaning as defined in the Trespass Act 1980. A Trespass Notice (Order) may be issued to any member, guest or any other person on the Club premises by a Duty Manager, CEO or member of the Executive Committee.

“Trust” means the Henderson RSA Trust Fund set up under the Trust Deed made on the 16th day of July 1986 between the Henderson Returned and Services Association Incorporated and four Trustees, the President and Treasurer (holders at the time of these positions) so defined in the Fourth Schedule to these Rules.

"Vice-President" means the Club's vice-president elected pursuant to Rule **Error! Reference source not found.**

"Year" means the Club's financial year of 1st January to 31st December.

“Youth Member” means a person elected to youth membership of the Club pursuant to Rules 6.6.

2.2. **Interpretation:** In this Constitution, unless the context otherwise requires:

- a) The table of contents and headings are inserted for convenience only and shall be ignored in construing this constitution;
- b) Where any word or expression is defined in this constitution, any other grammatical form of that word or expression has a corresponding meaning;
- c) The singular includes the plural and vice versa;
- d) Words denoting the masculine gender shall be deemed to include the feminine gender;
- e) Reference to any legislation or to any provision of any legislation (including regulations and orders): includes;
 - i. That legislation or provision as from time to time amended, re-enacted or substituted; and
 - ii. Any statutory instruments, regulations, rules and orders issued under that legislation or provision; and
- f) Where a number is expressed as a percentage, the resulting number shall be rounded down to the nearest whole number below it.
- g) The term “Real Estate” shall mean all land and buildings owned by the Club.

3. REGISTERED OFFICE

- 3.1. The registered office of the Club shall be at the Henderson Returned And Services Association or such other place as the Executive Committee shall from time to time decide.

4. OBJECTS

- 4.1. The objects for which the Club is established are as follows:
- a) To conduct, administer and maintain a Club for its members, the community and for such persons as are authorised from time to time in accordance with this constitution, terms of any charter or licence granted to the Club;
 - b) To perpetuate the comradeship born of service and to promote the general well-being of servicemen and of former servicemen and their respective dependents.
 - c) To provide amenities and cultural activities;
 - d) To promote sports; and
 - e) Generally, to provide an atmosphere where the members may meet and enjoy companionship and camaraderie with one another.

5. POWERS

- 5.1. The Club has the power to do the following in the pursuance of its objects, subject to any limitation imposed by this constitution:
- a) To fund its activities by subscriptions or payments from members, fees or other income;
 - b) To borrow, raise or secure the payment of money in such manner as the Club shall think fit, with or without security;
 - c) To purchase, sell, lease, exchange, bail, grant licences in respect of, maintain, improve, hire, dispose of, manage, invest, lend, mortgage, charge, gift or otherwise deal with any real or personal property and any rights, concessions or privileges belonging to the Club either together or in portions upon such terms as the Club may think fit which the Club may deem necessary or convenient for the purpose of any of the objects;
 - d) To invest, lend or deal with any monies of the Club not required for immediate use in such investments as the Club may think fit;
 - e) To establish, maintain and conduct licensed Clubs and other Clubs or similar institutions;

- f) To employ and remunerate staff;
- g) To initiate, carry out and enforce disciplinary procedures as detailed in Rule 13 of these Rules;
- h) To undertake legal action;
- i) To form and disband adjuncts;
- j) To enter into any contract, make any arrangements, or undertake any activity for the financial or other benefit of the Club;
- k) To make Regulations and By-laws for the conduct of the Club and the discipline required of members, which shall not be inconsistent with the provisions of the Incorporated Societies Act 1908, Sale And Supply of Alcohol Act 2012 and any other current relevant legislation. Such By-laws and Licence Regulations shall be as binding on all members as if they were part of these Rules;
- l) To conduct any other functions as outlined in this constitution;
- m) To use any rights or privileges that the Club may deem necessary or convenient for carrying out its powers, or furthering its objects under this constitution;
- n) To do anything incidental or conducive to the attainment of any of the objects of the Club or the exercise of any of the foregoing powers;
- o) To enter into reciprocal rights agreements with other Clubs as it seems fit. This Club, as a financial member of the RNZRSA and Clubs New Zealand have such arrangements for reciprocal visiting rights with Clubs who are also financial members of the RNZRSA and Clubs New Zealand;
- p) To affiliate with or accept affiliation from any society, body or other local Associations having similar objects, or to join, co-operate with, or subscribe to or accept subscriptions from the funds of any such society, body or local Associations for the purpose of better attaining or otherwise furthering the objects and interests of the local Club;
- q) To diffuse information on all matters affecting servicemen and former servicemen, and to print, publish, issue or circulate such papers, periodical books, circulars and other literary undertakings as may seem conducive to any of its objects;
- r) To undertake and execute any trusts which may seem to the Club conducive to its objects and to invest the funds of any such trusts in the manner authorised for trustees by the Trustees Act 1956 or by any Act passed in amendment of or substitution for that Act and with all the powers given to trustees in relation to investment by that Act;

- s) To be able to create and establish a Charitable Trust, pursuant to the Deed of Trust for the more expeditious administration of the funds of the Club which are set aside for welfare purposes;
- t) To create and establish a Poppy Charitable Trust, pursuant to the Deed of Trust as for the protection and administration of donations received from the Poppy Day Appeal, and any other bequest, which are to be set aside for the welfare of returned and ex-service personnel, their respective dependents, and the former dependents of deceased returned service personnel and ex-service personnel, whether a member of a Returned and Services' Association or not and /or;
- u) To have the ability to join and contribute to a local, likeminded, Poppy Day Appeal Trust made up of local member RSAs who contribute to their Poppy Day Appeal donations to be set aside for the welfare of member clubs' members who have received the Defence Medal and their dependants.
- v) To advance the Club's interests directly or indirectly; and
- w) To construct, maintain, alter, improve, enlarge, pull down, remove or replace, manage, carry on and control any buildings, or works which may seem to the Club likely to advance the Club's interests directly or indirectly.

5.2. **No Private Pecuniary Profit and Exceptions**

No private pecuniary profit may be made by any member from the Club, except that:

- (i) any member may receive full reimbursement for all expenses properly incurred by that member in connection with the affairs of the Club;
- (ii) the Club may pay reasonable remuneration to any Officer or servant of the Club (whether a member or not) in return for services actually rendered to the Club;
- (iii) any member may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that member or by any firm or entity of which that member is a member, employee or associate in connection with the affairs of the Club; and

- (iv) any member may retain any remuneration properly payable to that member by any company or undertaking with which the Club may be in any way concerned or involved for which that member has acted in any capacity whatever, notwithstanding that that member's connection with that company or undertaking is in any way attributable to that member's connection with the Club. The Executive Committee and the Officers of the Club, in determining all reimbursements, remuneration and charges payable in the terms of this clause, shall ensure that the restrictions imposed by the following clause are strictly observed.

5.3. **Restrictions On Benefits To And Influence By Interested Persons**

Notwithstanding anything contained or implied in these Rules, any person who is:

- (i) an Officer, CEO or member of the Club; or
- (ii) a shareholder or director of any company carrying on any business of the Club;
- (iii) a settlor or trustee of any trust which is a shareholder of any company carrying on any business of the Club; or
- (iv) an associated person (as defined by the Income Tax Act 2004) of any such Officer, CEO, member, settlor, trustee, shareholder or director.

Shall not by virtue of that capacity in any way (whether directly or indirectly) determine, or materially influence in any way the determination of the nature or the amount of any benefit or advantage or income or the circumstances in which it is or is to be received, gained, achieved, afforded or derived by that person.

A person who in the course of and as part of the carrying on of his or her business of a professional public practice shall not, by reason only of his or her rendering professional services to the Club or to any company by which any business of the Club is carried on, be in breach of the terms of this rule.

6. MEMBERSHIP

6.1. **Classes of Membership:** The members of the Club shall consist of the following classes:

- a) Returned;
- b) Service;
- c) Associate;
- d) Youth;
- e) Life;

- f) Provisional;
- g) Corporate.
- h) Over 90 Years of Age;

6.2. MODE OF ADMISSION TO RETURNED AND SERVICE MEMBERSHIP:

- a) Any person wishing to enrol for membership under categories 6.1(a) or 6.1(b) must conform to either the First or Second Schedule of the Rules and shall complete and sign the appropriate form.
- b) Each applicant shall deposit, at the time of application, a subscription of such sum as per Rule 7 of this constitution.
- c) Each applicant acknowledges by signing the prescribed application form, that he or she has authorised the Club to obtain, check, exchange information with and supply information to, members of the Club, the RNZRSA, Clubs New Zealand and Clubs that are members of the RNZRSA and Clubs New Zealand.
- d) Upon proof that he or she is possessed of the necessary service credentials under these Rules, and is otherwise eligible, with the approval of the Executive Committee he or she shall be enrolled as a member.

6.3. MODE OF ADMISSION TO OTHER CLASSES OF CLUB MEMBERSHIP:

6.4. Associate Membership: Males and females of at least the legal purchasing age may apply to become Associate Members of the Club in accordance with the following rules:

- a) Each applicant for Associate membership shall complete the applicable application form;
- b) Each applicant shall deposit, at the time of application, a subscription of such sum as per Rule 7 of this constitution.
- c) An application for membership is deemed to be a declaration that the applicant agrees to be bound by this constitution and by-laws.
- d) Each applicant acknowledges by signing the prescribed application form, that he or she has authorised the Club to obtain, check, exchange information with and supply information to, members of the Club, the RNZRSA, Clubs New Zealand and Clubs that are members of the RNZRSA and Clubs New Zealand.
- e) Subject to the foregoing Associate Members shall be entitled to;
 - i. enter, access and enjoy the facilities of the Club during times that the Club is open.

- ii. enter any Club with whom reciprocal visiting arrangements are in place, provided it is in accordance with that Club's rules and acknowledging that any other club has the right to deny access to individuals on a case by case basis; and
 - iii. hold office in accordance with this constitution and have an equal voice in all business of the Club.
- f) The Executive Committee reserve the right to revoke Associate Membership within 90 days of application if the Associate Member is found to have provided false information, has a criminal record for which a penalty is imposed or is deemed to have breached the Club's constitution or if any current financial member has presented the Executive Committee with a reason why the person should not be accepted as an Associate Member of the Club. In the event that Associate Membership is revoked;
- i. the member shall be informed in writing of the decision;
 - ii. the subscription fee will be refunded in full.

Notwithstanding any other rules, the following rules set out provisions applying specifically to Youth Members. For the avoidance of doubt, where there is conflict or ambiguity between these rules and any other rule in this constitution, then this rule relating to Youth Members shall prevail.

Subject to the provision contained in these rules, all rules shall apply to Youth Members in the same way as they do to Associate Members.

6.5. **Youth Membership:** Males and females aged under the legal purchasing age may apply to become Youth Members of the Club in accordance with the procedure for Associate Membership set out in Rule 6.2.

- a) Youth Membership shall be open, subject to the requirements detailed hereunder, to persons who have attained the age of 13 years as at the date of application, and have not attained the age of 18 years or the minimum age for the purchase and consumption of alcohol as specified in the Sale and Supply of Alcohol Act 2012 or any amendment or re-enactment thereof.
- b) Youth Members may access the facilities of, and enjoy the privileges of membership of the Association.
- c) A Youth Member's rights are restricted by the following:
 - i. no voting rights at any General Meeting.
 - ii. no right to hold office or be a member of the Executive Committee.

- iii. no right to participate in any alcohol promotions, accept alcohol as a prize in any Club activity, purchase or consume alcohol or accept alcohol from any member except their parent or legal guardian.
 - iv. Youth members are not eligible for election to any Executive Committees of the Club nor are they entitled to vote or speak at any General Meeting.
 - v. Youth members are not eligible to nominate and/or second applicants for any class of membership.
 - vi. Youth members are not entitled to either purchase or consume alcohol on the premises.
 - vii. Youth members are not permitted to either enter any area set aside or set up for the operation of gaming machines, or to operate or play such gaming machines.
 - viii. any breach of these conditions shall mean the immediate cancellation of membership.
- d) Youth members may accompany and sign in one visitor only, on any one day. Such visitor must have attained the age of 16 years.
- e) Each applicant shall deposit, at the time of application, a subscription of such sum as per Rule 7 of this constitution.
- f) On reaching the legal purchasing age, Youth Members are eligible to apply for Associate Membership.
- g) Members shall automatically lose their Youth Membership status:
- i. one month after reaching the legal purchasing age; or
 - ii. upon admission as an Associate Member, whichever is earlier.
- h) A Youth Member may have the right of admission to an Affiliated Club with which the Club has reciprocal rights (it is essential to check with each Club first to ensure they allow Youth Members into their Club – especially if a Youth Member is wishing to enter a RNZRSA or Clubs New Zealand Sports Tournament).
- i) The Executive Committee reserve the right to revoke Youth Membership within 90 days of application if the Youth Member is found to have provided false information, has a criminal record for which a penalty is imposed or is deemed to have breached the Club's constitution or if any current financial member has presented the Executive Committee with a reason why the person should not be accepted as a Youth Member of the Club. In the event that Youth Membership is revoked;
- i. the member shall be informed in writing of the decision;

ii. the subscription fee will be refunded in full.

6.6. **Life Membership:** Life Membership may be granted to any member for meritorious service rendered to or on behalf of the Club, in accordance with the following:

- a) The Executive Committee may elect to recommend a member for Life Membership.
- b) A Financial Member may propose, and another Financial Member may second a member for Life Membership in writing, and that nomination shall be forwarded to the Executive Committee.
- c) No nomination for Life Membership shall be put to the Annual General Meeting unless it has the support of the Executive Committee.
- d) The Executive Committee shall post notice of its intention to recommend a Life Member on the Club's notice-board for fourteen (14) clear days prior to the Annual General Meeting in any year.
- e) The Club may elect a member recommend by the Executive Committee to Life Membership, by simple majority at the Annual General Meeting.
- f) Life Members are eligible to vote, hold office and enjoy all the rights and privileges of membership.
- g) Life Members shall not be charged an annual subscription but shall be deemed to be Financial Members.

6.7. **Provisional Membership:** Males and females of at least the Legal Purchasing Age may apply to become Provisional Members of the Club in accordance with the following rules;

- a) Each applicant for provisional membership shall complete the applicable application form.
- b) Each applicant shall deposit, at the time of application, a subscription of such sum as per Rule 7 of this constitution.
- c) Provisional membership shall be valid for a period of one month from the day of joining.
- d) Provisional members shall automatically lose their provisional membership status;
 - i. at the conclusion of the one-month period from the date of joining; or
 - ii. upon admission as an Associate member, whichever is earlier.
- e) Provisional Membership cannot be extended and is not renewable.

- f) Provisional members must carry evidence of membership as issued and produce the same on request to any person authorised by the Executive Committee or Management to make such request.
- g) Provisional Member's rights are restricted to the following;
 - i. no voting rights at any General Meeting.
 - ii. no right to hold office or be a member of the Executive Committee.
 - iii. is not entitled to reciprocal visiting rights.
 - iv. is not entitled to participate in member promotions.
 - v. may be subject to other restrictions as determined from time to time by the Executive Committee.
- h) Subject to the foregoing, provisional Members may access and enjoy the facilities of the Club during times that the Club is open.
- i) The Executive Committee reserve the right to revoke Provisional Membership at any time if the Provisional Member is found to have provided false information, has a criminal record for which a penalty is imposed or is deemed to have breached the Club's constitution or if any current financial member has presented the Executive Committee with a reason why the person should not be accepted as a Provisional Member of the Club. In the event that Provisional Membership is revoked;
 - i. the member shall be informed in writing of the decision;
 - ii. the subscription fee will be refunded in full.

6.8. **Corporate Membership:** As prescribed in Section 29 of the Incorporated Societies Act 1908 an Association, Club or other corporate body may apply to become a Corporate Member of the Club in accordance with the following rules:

- a) Any Association, Club or other corporate body (including a business) wishing to apply for corporate membership under these rules shall complete the applicable application form.
- b) Each applicant shall deposit, at the time of application, a subscription of such sum as per Rule 7 of this constitution.
- c) Each application for Corporate Membership shall be considered at the next meeting of the Executive Committee. The decision of the Executive Committee shall be final and, in the event, that the application is not approved by the Executive Committee, the candidate shall be informed in writing of the decision and receive a full refund of all money paid by way of subscription.

- d) For the purposes of voting, quorum or other count of financial members under these rules a Corporate Member shall be the equivalent of three (3) members of the Club and at all times the annual membership fee payable by the Corporate Member shall be not less than three (3) times the fee payable by an Associate Member.
- e) On applying to join the applicant for corporate membership shall supply the Club with a list of corporate affiliates for the purposes of this membership. It shall at all times keep that list updated and will provide those persons with a method of identifying themselves to the Club that is acceptable to the Club.
- f) Those persons who are on the list of corporate affiliates supplied by the Corporate Members and who do not otherwise hold membership of the Club shall be deemed to be members of and subject to the rules of the Club with the following limitations:
 - i. the right of entry to the Club premises is restricted to such times as the Corporate Member is using the premises for an agreed purpose.
 - ii. they shall at all times carry and provide on request the form of identification agreed under rule 6.8 (e).
 - iii. the voting and speaking rights at meetings of the Club shall be limited to the rights extended to the Corporate Member.
 - iv. this membership does not entitle a Corporate Affiliate to hold office in the Club, participate in any reciprocal visiting rights with other Clubs, receive any membership badge of the Club, or to represent the Club at any sporting or other fixture.
 - v. all rights of membership shall cease upon the cessation of the Corporate Membership or upon the Corporate Affiliate ceasing to be affiliated with the Corporate Member.
 - vi. a Corporate Affiliate may apply for Associate membership of the Club in accordance with Rule 6.4.

6.9. **Over Ninety Years Of Age Membership:** All Returned, Service or Associate Members, on reaching the age of 90 years automatically transfers to an Over Ninety Years Of Age Membership. These members will retain their previous Returned, Service or Associate Member membership status; and

- a) Over Ninety Years Of Age Members are eligible to vote, hold office and enjoy all the rights and privileges of membership.
- b) Over Ninety Years Of Age Members shall not be charged an annual subscription but shall be deemed to be Financial Members.

- 6.10. **Employees:** New employees, except the CEO, cannot become members of the Club while they are employed at the Club. Members who are employees of the Club are entitled to the rights and privileges of membership excluding those concerned with the selection, election and holding office within the Club. The Executive Committee and management reserve the right to introduce policies excluding employees who are also members of the Club from participating in promotions and other activities within the Club whilst on duty.

7. SUBSCRIPTIONS

- 7.1. The Annual Subscription relating to each category of membership shall be such sum as shall be determined by the Executive Committee from time to time.
- 7.2. The Annual Subscription shall be payable yearly in advance on or before the last day of December in each year.
- 7.3. Any member whose subscription or other dues are not paid by the date referred to in section 7.2. shall:
- a) thereupon automatically cease to be a financial member and lose his or her associated rights and privileges;
 - b) if within one calendar month the subscription remains in arrears, the member will be removed from the register of members and lose all entitlements.
 - c) not be relieved from payment of the Annual Subscription or of any other payment due or payable to the Club;
 - d) not be refunded any subscription or other payment already paid except as provided in sections 7.4.
 - e) reapply for membership pursuant to the rules for the applicable category of membership if he or she wishes to be reinstated as a member;
- 7.4. Members incapacitated through illness, accident or distress may, on notice in writing given to the CEO, have his or her subscription suspended or remitted.

8. RESIGNATION

- 8.1. Members may resign their membership by letter addressed to the CEO of the Club.
- 8.2. A resignation will not become effective until all subscriptions, levies or other payments owing at the date the resignation is received, are paid.
- 8.3. No such resignation shall relieve any Member from payment of any subscription, levy or other payment due or payable at the time of resignation.
- 8.4. No subscriptions, levies or other payments already received by the Club as at the date of resignation shall be refunded on resignation.

9. IMMEDIATE SUSPENSION

- 9.1. **Grounds for Immediate Suspension:** A member shall be liable to be immediately suspended (interim suspension) from the Club if he or she:
- a) Removes any property of the Club, from Club premises without the consent of the Executive Committee;
 - b) Wilfully or recklessly damages any property of the Club and refuses to replace or make good the damage;
 - c) Persists in drunkenness, swearing, obscene language or other disorderly conduct on Club premises after being cautioned by any Duty Manager, CEO or Executive Committee Member
 - d) Persists in creating a disturbance at any Meeting or other Club event, after being cautioned by a Duty Manager, CEO or Executive Committee Member
 - e) Uses or threatens violence to any person; or
 - f) Contravenes any exclusion order or agreement that is in force, which restricts the member from participating in gambling activities or any other activity as stipulated in an exclusion order/agreement.
- 9.2. **Procedure for Immediate Suspension:**
- a) Any Executive Committee Member or any manager on duty may immediately suspend a Member for the acts set out in Rule 9.1.
 - b) Alternatively any Executive Committee Member or manager on duty may issue a Trespass Notice (Order) signed by the Club President or CEO, to any Member, Authorised Visitor or any other person on the club premises.
 - c) A suspended Member shall be totally excluded from the Club's premises and Club activities from the time of committal of the offence until such time as the matter is dealt with by the Executive Committee.
 - d) A suspended Member must forfeit his or her membership card during the suspension period and losses reciprocal visiting rights with affiliated Clubs.
 - e) The Executive Committee shall meet to consider the suspension in accordance with the procedures in the Third Schedule.

10. EXPULSION AND SUSPENSION

- 10.1. **Grounds for Expulsion and Suspension:** A member shall be liable to be expelled or suspended from the Club if he or she:
- a) Breaches these rules;
 - b) Is convicted of:
 - i. a crime (as defined in the Crimes Act 1961) for which a penalty is imposed; or
 - ii. an offence which, in the opinion of the Executive Committee, is likely to prejudice any licence held by the Club;
 - c) In the opinion of the Executive Committee brings the Club and/or any of its members, into disrepute; or
 - d) Is found by the Executive Committee to have committed any of the acts set out in Section 9.1.
- 10.2. **Procedure for Expulsion or Suspension**
- a) After consultation with the Club President, an Executive Committee Member or manager on duty may issue a trespass notice to Any Member who breaches current relevant legislation in relation to the sale and supply of liquor and gambling. Such trespass notices must be conveyed to all Executive Committee members and duty managers at earliest notice.
 - b) Any Member may notify the Executive Committee if he or she believes a member may be liable to expulsion or suspension pursuant to Rule 10.1. This should be in the form of a written complaint within 7 days of the offence.
 - c) Within three (3) days of receipt of such notice, or of a member being immediately suspended pursuant to Section 9, the Executive Committee should check the Club Rules and then convene an Investigation by a person who is not part of the Disciplinary Hearing Executive Committee or party to the complaint. The Executive Committee must then decide whether there is a case to answer and if upheld, shall call an Executive Committee Meeting to consider the notice or suspension.
 - d) Such a Meeting shall be held within two (2) weeks of receipt of the notice, or of the suspension.
 - e) The Executive Committee must give the member concerned at least seven (7) days' written notice of that Meeting, informing him or her:
 - i. The nature of the complaint; and
 - ii. How the complaint will be heard;

- iii. His or her right to appear and be heard at that Meeting; and
 - iv. The process of the Meeting.
- f) After the Member concerned has had the opportunity to be heard and if the complaint is found to be proven, the Executive Committee may elect to:
- i. Expel him or her; or
 - ii. Suspend him or her for a determined period.
- g) Any Member expelled or suspended shall have the right to appeal under the Third Schedule.
- h) Any expulsion or suspension shall be entered in the minutes of the Executive Committee Meeting together with the name of the Member concerned.
- 10.3. An expelled or suspended Member shall not be relieved from payment of any subscription, levy or other payment due or payable at the time of expulsion or suspension.
- 10.4. No subscriptions, levies or other payments already received by the Club as at the date of expulsion or suspension shall be refunded on expulsion or suspension.
- 10.5. A Member who has been suspended under this Section is ineligible to stand for election for any position on the Executive Committee, for a period of five years from the last day of that suspension.

11. OFFENCES

- 11.1. If a Member is convicted of any Crime (as defined in the Crimes Act 1961 as at 01 June 2010) after election to the Club:
- a) He or she must inform the CEO of the conviction and any penalty imposed; and
 - b) The CEO shall report the fact to the Executive Committee at or before its next meeting.

12. BOARD OF APPEAL

- 12.1. A Board of Appeal consisting of three (3) Members shall be elected at each Annual General Meeting. Executive Committee Members shall not be eligible for membership of the Board of Appeal.
- 12.2. The Board of Appeal shall hear and decide any appeal lodged by a Member or Members against any decision of the Executive Committee entailing suspension or expulsion in accordance with the following:

- a) Any member being suspended or expelled who wishes to appeal must give notice in writing to the CEO within seven (7) days of the date of such suspension or expulsion, stating the grounds for appealing.
- b) Within forty-eight (48) hours of receiving such notice, the CEO shall convene a Meeting of the Board of Appeal.
- c) The Board of Appeal shall re-hear the case but shall not admit fresh evidence, except where an application has been made to the Executive Committee for a re-hearing and has been refused.

12.3. The decision of the Board of Appeal shall be final.

13. DISPUTES

- 13.1. Except as otherwise provided in these Rules, every dispute in relation to these Rules between a Member or persons claiming through a Member of the Club or Executive Committee Member shall be decided by the Executive Committee and the decision shall be binding and conclusive on all parties without appeal.

14. EXECUTIVE COMMITTEE

14.1. **Eligibility:** Each Executive Committee Member must:

- a) Be a Financial Member of the Club;
- b) Not be an employee of the Club;
- c) Has been a Financial Member for at least one (1) year immediately before nomination.
- d) For the position of President and Vice-President, must have served at least 12 months on the Executive Committee within the last two (2) years and been a financial member of the Club for two (2) years.
- e) No husband/wife/partner may hold offices with signing authority for the Club.

14.2. The Executive Committee shall consist of:

- a) President
- b) One Vice President
- c) Five other Executive Committee Members;

14.3. All of whom shall be elected after the Annual General Meeting of the Club.

14.4. The President shall be the Chairman of the Executive Committee or, in his absence, a Vice President.

14.5. **Term of Office:** Executive Committee Members shall:

a) Remain in office for a two-year term running from the time of election until the conclusion of the following 2nd Annual General Meeting unless sooner removed by death, resignation or otherwise.

b) Be eligible for re-election.

14.6. **Election:** The Executive Committee shall be elected in the following manner:

a) Nominations for Executive Committee Members must be:

i. In writing on the applicable nomination form;

ii. Proposed, by a Financial Member, and Seconded by another Financial Member;

iii. Deposited with the CEO at least twenty-one (21) days before the date set down for the Election as passed by the Executive Committee;

iv. Any person who has accepted their nomination may only withdraw their nomination prior to the closing date for nominations. After nominations have closed, all names must be voted on.

b) Nominations for Officers and other members of the Executive Committee shall be called for by the CEO at least 42 days prior to the date of the Annual General Meeting and the final date for receipt of nominations shall be the final date set for the receipt of Notices of Motion;

c) The CEO will at least fourteen (14) days prior to the date of the Election, display (within Club Premises and on electronic media formats) a list setting out the name of each nominee and the position in respect of which each nomination is made;

d) If there are not sufficient nominations pursuant to Rule 14.1 to fill vacant Executive Committee role, further nominations may be made at the Annual General Meeting;

e) The election shall be by an approved electoral procedure and must be completed within ten (10) days, after the Annual General Meeting.

f) In the event of a tie, the Returning Officer has a casting vote;

g) One person may only hold one office; and

h) If a recount of votes is required, the following process will be adopted;

i. The recount will be conducted by the Returning Officer and appointed scrutineers who were not involved with the original count; and

ii. Candidates that have requested a recount may have a representative present at the recount but cannot participate in the actual counting of votes.

14.7. **Electoral procedure:** The process for the election of officers to the Executive Committee will be by secret ballot:

- a) The Executive Committee will set the date for election of officers for the new Executive Committee at an Executive Committee Meeting prior to the AGM. This will include the date and time that voting starts and ends and when the counting of votes commences.
- b) Voting will not close earlier than one hour after the completion of the AGM and the voting closing time will be notified to the Club financial members by the President at the AGM;
- c) Votes will be carried out by the Returning Officers and up to three (3) scrutineers who will be appointed at the AGM.
- d) The CEO will at least one (1) day prior to the commencement of voting, provide all relevant voting papers for the members to vote on all nominations, for all vacant positions of the Executive Committee;
- e) The CEO will at least one (1) day prior to the commencement of voting, provide a list of all current financial members who will each be offered one set of voting papers. Every financial member who receives a set of voting papers must sign to say they have received their voting papers;
- f) Voting boxes, a list of financial members and voting papers will be made available for members to vote during normal bar hours.

14.8. **Resignation:** A member of the Executive Committee may resign by notice in writing to the Executive Committee Members. Executive Committee Members are deemed to have resigned if they are absent from (3) consecutive meetings of the Executive Committee without leave of the Executive Committee.

14.9. **Removal from Office**

- a) A member of the Executive Committee may be removed from office for any reason which the Executive Committee deems expedient in accordance with the following:
 - i. The Executive Committee shall convene a meeting to consider the removal of an Executive Committee Member;
 - ii. The Executive Committee must give seven (7) days' notice in writing to the Executive Committee Member in question, informing him or her of his or her right to appear and be heard at that Meeting;
 - iii. After the Executive Committee Member in question has had the opportunity to be heard, the Meeting may elect to remove him or her from office by simple majority vote;

- iv. If the Meeting elects to remove the Executive Committee Member, such removal shall be effective immediately.
- b) On receipt of a notice of motion of no confidence in one or more Executive Committee Member(s) signed by ten percent (10%) of the total membership or fifty (50) Financial Members (whichever is greater), the Executive Committee shall convene a Special General Meeting and proceed in accordance with Rule 20 .
 - i. In the event that a notice of motion of no confidence is raised against more than one committee member or the entire committee, the motion will be discussed at the Special General Meeting. If the motion is carried, the meeting will appoint three (3) members of the club to assume the governance role until new elections can be conducted at a date set by the special general meeting.
 - c) An Executive Committee Member, who has been convicted of any offence which in the opinion of a majority of the Executive Committee brings the Club into disrepute, shall automatically and immediately be removed from office.
 - d) The Executive Committee may elect to remove an Executive Committee Member who becomes physically or mentally incapacitated to the extent that he or she cannot carry out his or her duties as an Executive Committee Member.
 - e) No Executive Committee Member who has been removed from office shall be eligible for re-election without the consent of a General Meeting.
- 14.10. **Vacancy:** Any vacancy in any Executive Committee position that is not filled at an election or which occurs between elections shall be filled by the next highest polling candidate at the preceding election or not filled as the Executive Committee see fit, providing a quorum remains.
- 14.11. **Powers:** The Executive Committee shall, subject to any limitations imposed by this Constitution, have the power to:
- a) Exercise all the powers and authorities of the Club;
 - b) Do such other acts and things as it deems necessary or expedient for carrying on the business of the Club;
 - c) Form standing or ad hoc Committees or sub- Committees for the purpose of exercising its duties, authorities or powers;
 - d) Delegate its duties, powers and authorities to the CEO or to an Executive Committee; and
 - e) Co-opt any person to assist with its functions.
- 14.12. **Duties:** Executive Committee Members shall at all times:

- a) Render every assistance to the President, Vice-President and staff of the Club to maintain order and to prevent infringement of the Rules, Regulations or By-Laws or the terms of any licence which may from time to time be granted to the Club;
- b) In the execution of their duties, exercise fiduciary responsibility and act in the best interests of the Members;
- c) Act in the best interests of the Club as a whole and make decisions at Executive Committee Meetings using wisdom and judgement to the best of their abilities; and
- d) Any other duties which the Executive Committee of the Club may from time to time determine.

15. PRESIDENT AND VICE-PRESIDENT

- 15.1. The President and Vice-President shall be ex officio members of all Sub- Committees, and Adjuncts.
- 15.2. The President shall be the Chairman and preside at all meetings of the Executive Committee and over all Annual, Special General Meetings of the members, in the absence of the President, the Vice-President shall preside.
- 15.3. At all meetings the President shall be entitled to a casting vote.
- 15.4. The President shall be the Club's representative, along with the CEO, in matters of Club business.
- 15.5. In the event of a Vacancy of the office of President, the Vice-President shall assume that role for the remainder of the term. In the event of a vacancy in the role of Vice-President, the Executive Committee shall elect an Executive Committee member to that role for the remainder of the term.

16. AUDITOR

- 16.1. The Club's accounts shall be audited annually by a chartered accountant appointed by the members at the Annual General Meeting, who shall:
 - a) Be a member of the Institute of Chartered Accountants of New Zealand; and
 - b) Not be an Executive Committee Member or hold any other office in the Club.
- 16.2. The auditor shall have the right to attend any meeting of the Club at which the Club's financial affairs are under discussion but shall not be entitled to exercise a vote on any question.
- 16.3. The auditor shall be paid such fees as may be determined by the Executive Committee from time to time.

- 16.4. The auditor shall have the power to call for the production of all books, papers and documents (including electronic documents) relating to the affairs of the Club. The financial statements shall be audited by him or her and, if correct, certified under his or her hand before they are submitted to the Annual General Meeting.

17. HONORARY TREASURER

17.1. The Honorary Treasurer shall:

- a) Be appointed by the Executive Committee at the first meeting following its election;
- b) Have accounting and/or management qualifications and or experience as Treasurer and isn't required to be a Club member;
- c) Applications for this position shall be called for and close at the same time as nominations are called for members of the Executive Committee;
- d) In the event that an Executive Committee Member is appointed to the position of Honorary Treasurer, that person ceases to be an Executive Committee Member;
- e) The Honorary Treasurer is not required to attend the monthly Executive Committee Meetings or AGM;
- f) The Honorary Treasurer may be remunerated and the remuneration shall be determined by the Executive Committee;
- g) The Honorary Treasurer shall oversee all financial tasks to ensure they are correctly carried out by club management staff including:
 - i. Weekly payrolls are accurately prepared and paid on time;
 - ii. Bank statements and credit cards are reconciled with appropriate paperwork;
 - iii. All taxation and other financial returns required by statute are accurately completed and lodged by the due date;
 - iv. All creditors are paid on time and debtors have been invoiced; and
 - v. Club's Financial Statements and Reports are properly prepared and presented to monthly Executive Committee Meetings and to the Annual General Meeting each year.
 - vi. All licences and licence renewals are applied for on time, the Annual Performance Report is prepared by the Club Accountant and presented to the Club Auditor after the end of the financial year and the Annual Report (Year Book) is prepared, printed and presented to the members prior to the AGM.

17.2. The Honorary Treasurer shall immediately bring to the attention of the Executive Committee, any financial irregularity or suspicion of financial irregularity, or any concern regarding the financial performance of the Club.

18. CHIEF EXECUTIVE OFFICER (CEO)

- 18.1. It shall be the duty of the CEO to carry out all such duties as are required to manage the affairs of the Club. The CEO shall be accountable to the Executive Committee being that body's only direct employee. All other employees shall be employed by and come under the direct control of the CEO.
- 18.2. The role and responsibilities of the CEO shall be detailed in:
 - a) A Position Description, which shall be kept up to date by the Executive Committee; and
 - b) An Employment Agreement.
- 18.3. The Club shall appoint a CEO whose duties shall be to:
 - a) Attend to the accounting and clerical duties of the Club and to ensure all licences held by the Club are current.
 - b) Take minutes of Executive Committee and General Meetings; and
 - c) Generally, conform to such regulations as shall from time to time be made by the Committee.
 - d) The CEO shall be the Returning Officer for any election, ballot or other voting procedure conducted by the association.
- 18.4. The CEO's remuneration shall be determined by the Executive Committee.
- 18.5. The CEO shall attend and take part in all Executive Committee and General Meetings except on occasions where the collective Executive Committee decides otherwise. The CEO shall not be entitled to exercise a vote on any question.
- 18.6. Nothing in this Rule shall preclude the engaging of outside professional services in the performance of any of the above duties.
- 18.7. The CEO shall be the Club's representative in respect to both legislative provisions and legal requirements and shall act as the CEO of the Club.

19. ANNUAL GENERAL MEETING

- 19.1. The Annual General Meeting of the Club shall wherever possible be held in the month of April each year at such time and place as shall be fixed by the Executive Committee and the date shall be advertised at least 42 days in advance by insertion at least once in a newspaper circulating in the area of the Club.

- 19.2. The AGM will be held for the purpose of:
- a) Receiving and adopting the annual report of the Executive Committee;
 - b) Receiving and adopting the Financial Statements of the Club;
 - c) Considering, and if necessary, taking action on, any motion relating to the annual report or Financial Statements;
 - d) Considering, and if necessary, taking action on, any other motion of which due notice has been given;
 - e) Election of Board of Appeal;
 - f) Election of Auditor; and
 - g) Written General business.
- 19.3. At least fourteen (14) days before the Annual General Meeting, the following shall be posted on the Club's notice board and electronic media:
- a) Notice of the Annual General Meeting;
 - b) The Executive Committee's Annual Report;
 - c) The Financial Statements; and
 - d) Notice of any other business to be transacted at the Meeting.

20. SPECIAL GENERAL MEETING

- 20.1. The Executive Committee shall convene a Special General Meeting at any time:
- a) The Executive Committee considers such a Meeting necessary or desirable; or
 - b) The CEO receives a written requisition to do so signed by not less than ten percent (10%) of the total membership or fifty (50) Financial Members, stating the purpose of the Meeting requisitioned, in which case the meeting must be convened for that purpose only.
- 20.2. Seven (7) days' notice specifying the time and place of a Special General Meeting, its purpose and an agenda shall be given by notice on the Club's notice board and electronic media.

21. CONDUCT OF GENERAL MEETINGS

- 21.1. At all General Meetings, the chairman shall be;
- a) The President; or
 - b) In his or her absence, the Vice-President; or
 - c) In the absence of both the President and the Vice-President, an Executive Committee Member elected by the Meeting.
- 21.2. The quorum for a General Meeting shall be 30 financial members.
- 21.3. A General Meeting shall be adjourned if;
- a) A quorum is not present within half an hour after the time fixed for the Meeting; or
 - b) A quorum is present and the Meeting elects to adjourn.
- 21.4. If a Meeting is adjourned, the Executive Committee shall:
- a) Fix a new date not more than fourteen (14) days later; and
 - b) Give at least three (3) days' notice of the adjourned Meeting by notice on the Club's notice board and social media platforms.
- 21.5. If a quorum is not present at an adjourned Meeting, the Meeting shall lapse. If a quorum is not present for an extra General meeting, the agenda as displayed on the Notice Board shall automatically revert to the Executive Committee to adjudicate on.
- 21.6. **Resolutions:**
- a) A Member may without notice ask any question or move any resolution relative to the Annual Report or Balance Sheet.
 - b) Any Member intending to move a resolution bearing on any other matter must give notice of the proposed motion, seconded by another member, to the CEO at least twenty-one (21) days before the Meeting and such notice of motion shall be notified to each Member with the notice of the Meeting.
- 21.7. **Procedure:** The following rules of debate shall apply:
- a) Each Member may speak only once to each motion or amendment, except the mover, who may reply.
 - b) The mover of any resolution or substantial amendment to a resolution shall be allowed five (5) minutes in which to introduce his proposition and ten (10) minutes for reply, or vice versa, and any other speaker will be allowed five (5) minutes.

- c) The Chairman shall decide whether any amendment proposed to a resolution is a substantial amendment or not.
 - d) If freer discussion of any subject is desired, any Member may move that the Meeting go "Into Committee" on that subject and such motion shall be immediately put and decided by a show of hands.
 - e) "In Committee" no Member shall speak for more than five (5) minutes at a time.
 - f) When "In Committee" any Member may move that the Club meeting shall be resumed and such motion shall be immediately put and decided by a show of hands.
- 21.8. Except as otherwise provided by these Rules, all questions shall be decided by simple majority vote.
- 21.9. **Voting:** At any General Meeting:
- a) Each financial Member shall be entitled to be present and to give one vote on all questions;
 - b) Voting shall be on show of hands in the first instance;
 - c) A declaration by the Chairman as to the result shall be conclusive unless a motion that the vote shall be taken by secret ballot is passed by a majority of Members present; and
 - d) In the event of equal votes being cast, the Chairman shall have a casting vote.

22. EXECUTIVE COMMITTEE MEETINGS

- 22.1. The Executive Committee shall meet regularly and at least once each Month at a time and place to be determined by the Executive Committee, or on a requisition in writing to the CEO, setting out the purpose for which the Meeting is required. A date for an Executive Committee Meeting must be set within four (4) days of the CEO receiving a requisition under this clause.
- 22.2. At all Executive Committee Meetings, the Chairman shall be;
- a) The President; or
 - b) In his or her absence, the Vice-President; or
 - c) In the absence of both the President and the Vice-President, an Executive Committee Member elected by the Meeting.
- 22.3. The quorum for an Executive Committee Meeting shall be not less than sixty per cent (60%) of its members.

- 22.4. Any Executive Committee Meeting shall be adjourned if:
- a) A quorum is not present within half an hour after the time fixed for the Meeting; or
 - b) A quorum is present and the Meeting elects to adjourn.
- 22.5. If an Executive Committee Meeting is adjourned, the Executive Committee shall:
- a) Fix a new date not more than fourteen (14) days later; and
 - b) Give at least three (3) days' notice of the adjourned Meeting to each Executive Committee Member.
- 22.6. If a quorum is not present at an adjourned Meeting, the Meeting shall lapse.
- 22.7. Except as otherwise provided by this Constitution, all questions raised at an Executive Committee Meeting shall be decided by a simple majority of votes cast.
- 22.8. In the event of equal votes being cast, the Chairman shall have a casting vote.

23. ACCOUNTS

- 23.1. The Executive Committee shall ensure true accounts are kept of:
- a) All sums of money received and expended by the Club and the matters in respect of which such receipt and expenditure takes place; and
 - b) All assets, credits and liabilities of the Club including any charges and securities of any description affecting any property of the Club; and
 - c) All remuneration and entitlements relating to employees of the Club.
- 23.2. The latest balance sheet, income and expenditure statements, auditors report and confirmed minutes from Executive Committee Meetings shall be kept at the office of the Club or other such place as the Executive Committee may determine and shall be open to the inspection of Financial Members at all reasonable times.
- 23.3. All monies received shall be forthwith paid into a bank approved by the Executive Committee after being accounted for within the Club's accounting system.
- 23.4. Payment of all monies on behalf of the Club shall be made by electronic transaction authorised by two signatories, one being the CEO and the other being one of the President, the Vice-President or other person approved by the Executive Committee as an authorised signatory of the Club.

- 23.5. At every Annual General Meeting the Executive Committee shall present:
- a) The Club's Financial Statements; and
 - b) An Annual Report as to the state of the Club.
- 23.6. The Club shall make returns required by the Incorporated Societies Act 1908 and shall comply with all the relevant requirements of those Acts.

24. ADJUNCTS

- 24.1. An Adjunct may be formed within the Club for sporting, social or special interest groups, subject to approval from the Executive Committee, such adjuncts are bound by the Rules and By-Laws of the Club at all times
- 24.2. Any assets of the Adjunct are the assets of the Club. All monies received for Adjuncts shall be paid into the Adjunct's bank account.
- 24.3. All accounting, taxation, financial reporting and legal compliance responsibilities of the Adjunct shall rest with the Club.
- 24.4. Adjuncts shall use the Club's accounting services in the following manner:
- a) Adjuncts must bank through the Club's main bank account. The Club must account for GST on all adjunct transactions.
 - b) Adjuncts will be allocated their own unique ledger number within the 'liabilities' section of the Clubs accounting system e.g. Liability Base Code "Adjuncts" 800, Indoor Bowls 800-01, 8-Ball 800-02 etc.
 - c) All deposits are to be issued receipts by the Club staff, all requisitions for withdrawals (cash and/or cheque payments) are to be made on a prescribed form signed by the CEO and two authorised adjunct official signatories.
 - d) All transactions, which are subject to GST, shall be debited or credited to the appropriate ledger account and a document showing transactions and total of funds held provided to each adjunct at the end of each month, or upon request.
 - e) The total of all funds held on behalf of all adjuncts shall be shown as a Current Liability in the Club's Financial Statements.
 - f) If an Adjunct should cease trading, then the funds held by that adjunct shall be transferred into the Club's main bank account. No individual may personally benefit from adjunct monies at any time.
- 24.5. The Executive Committee of the Adjunct shall not do, or omit to do, anything that is likely to prejudice or not be in the best interests of the Club. Any contentious correspondence must come through the office prior to delivery.

- 24.6. Members of an Adjunct involved in any activity of or related to the Adjunct shall indemnify the Club and its representatives from any problem, direct or indirect loss or damage, claim or proceedings (including in negligence) caused or contributed to by that activity.
- 24.7. Office holders of adjuncts are not Executive Committee members or Club officials by virtue of holding such office.
- 24.8. The Executive Committee after consultation with the Adjunct office bearers may disband the adjunct at their discretion.

25. SEAL

- 25.1. The Club shall have a Common Seal which shall be kept in the custody and the control of the CEO and shall be used only in pursuance of a duly passed resolution of the Executive Committee or of the Club, and in the presence of two (2) persons appointed by the Executive Committee as authorised signatories of the Club.

26. PROPERTY

- 26.1. Membership of the Club does not give any member any transmissible or assignable interest by operation of law or otherwise, in any of the property or funds of the Club.
- 26.2. If a person ceases to be a Member for any reason, any interest he or she may nevertheless possess in any of the effects, property or funds of the Club will vest in the Club.
- 26.3. Any information which the Club provides for Members remains the property of the Club. Members must not pass any such information on to any non-Member without the written consent of the Club.

27. VISITORS RULE – AUTHORISED CUSTOMERS, AUTHORISED VISITORS AND GUESTS

27.1. Authorised Customers

- a) Any member of the Henderson Returned And Services Association can invite and accompany a guest/visitor(s) (Authorised Customer) to the Club.
- b) Any member introducing a guest/visitor(s) is responsible for the good conduct of that guest/visitor whilst on the Club premises.
- c) Any guest/visitor who wishes to be sold or supplied alcohol must first complete the appropriate *authorised customer* requirements.
- d) Any guest/visitor(s) may only be sold or supplied alcohol for consumption on the premises while accompanied by a member of the Club.

- e) Any guest/visitor(s) will lose all rights or privileges to purchase or consume alcohol if they remain in the Club if/when the sponsoring member vacate the Club premises.

27.2. Authorised Visitors;

- a) Any affiliated member (Authorised Visitor) wishing to be sold or supplied alcohol for consumption on the premises must be able to produce valid proof of membership to an affiliated Club/Association to Club staff at the point of service.
- b) Any affiliated member introducing a guest/visitor(s) is responsible for the good conduct of that guest/visitor whilst on Club premises. The guest/visitor will lose all rights or privileges to purchase or consume alcohol if they remain in the Club if/when the sponsoring Authorised Visitor vacates the Club premises.

27.3. Any guest/visitor of a member of either the Henderson Returned And Services Association or affiliated Clubs, that wishes to be sold or supplied alcohol must first complete the appropriate authorised customer and/or authorised visitor requirements required by the Club.

27.4. Authorised Customers, Authorised Visitors and their guests are bound by the rules of this Club whilst they are on the Club premises.

27.5. The Duty Manager shall have the power to refuse privileges for any intending guest/visitor or revoke privileges without any reason being supplied, this includes the right of the Duty Manager to refuse entry to the Club premises or removal of a guest/visitor from the Club premises.

27.6. Definitions - for the purposes of this Rule 27;

- a) **“Club”** has the same meaning as defined for the time being in section 5 of the Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof;
- b) **“member”, “authorised customer”** and **“authorised visitor”** have the same meanings given to them for the time being in section 60 Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof;
- c) **“affiliated member”** means the same as **“authorised visitor”** and includes
 - i. A member of any other Club which is a member of the RNZRSA or Clubs New Zealand Incorporated through whom the Club has arrangements for reciprocal visiting rights for members, irrespective of whether the other Club has an alcohol licence or a permanent charter or not; and
 - ii. A member of any other Club with which the Club has an arrangement for reciprocal visiting rights for members, irrespective of whether the other Club has an alcohol licence or a permanent charter or not;
- d) In this Rule 27, words in the singular (such as guest/visitor) include the plural.

28. ALTERATIONS OF CONSTITUTION RULES

- 28.1. These Regulations may be revised or amended by a resolution passed by a 75 percent (75%) of the Financial Members present at a General Meeting. This is subject to the provisions of Section 21 (Amendment 2005) of the Incorporated Societies Act 1908.
- 28.2. Notice specifying the intention to propose such a resolution must be given in writing to the CEO at least twenty-one (21) days before a General Meeting and such notice shall be displayed to each Member with notice of the Meeting.
- 28.3. The Executive Committee from time to time may make, alter and rescind By-Laws incidental to the operations of the Club, so long as they are in conformity with these rules. A register of By-laws must be kept and displayed.

29. DISSOLUTION AND/OR LIQUIDATION

- 29.1. The Club may only be dissolved by the Registrar of Incorporated Societies:
 - a) If at an extra General Meeting called by the Executive Committee for that purpose passes a resolution that the Registrar make a declaration of dissolution; or
 - b) As provided for in the Incorporated Societies Act 1908 (Amendment 2010).
- 29.2. The Club may be put into liquidation:
 - a) At an Special General Meeting called by the Executive Committee for that purpose; or
 - b) As provided for in the Incorporated Societies Act 1908 (Amendment 2010).
- 29.3. The Executive Committee shall administer the dissolution of the Club and the division of surplus money and assets on winding up by distribution to a charitable organisation or institution to be determined by the Special General Meeting.

30. BY-LAWS

The Club By-Laws are rules and regulations that are agreed upon by the Executive Committee and do not form part of the constitution i.e. By-Laws do not need to be submitted to the Registrar of Incorporated Societies.

The Club Executive Committees can carefully consider any proposed By-Laws and the impact these may have on the Club and its culture.

A list of By-Laws is set out in the Third Schedule and can include issues around Dress Standards, Club Operating Hours etc that can be changed from time to time. By-Laws should not include dealing with disciplinary matters.

31. LEGISLATION

The constitution has been written in law or taken consideration of the following relevant New Zealand Legislation:

- Incorporated Societies Act 1908
- Crimes Act 1961
- Human Rights Act 1993
- Gambling Act 2003
- Sale and Supply of Alcohol Act 2012
- Food Act 2014
- Health and Safety at Work Act 2015
- Trespass Act 1980

Reference to any legislation or to any provision of any legislation (including regulations and orders) includes;

- i. That legislation or provision as from time to time amended, re-enacted or substituted; and
- ii. Any statutory instruments, regulations, rules and orders issued under that legislation or provision.

FIRST SCHEDULE

ELIGIBILITY FOR ADMISSION AS A RETURNED MEMBER OF THE CLUB

1. In all cases it shall be a prerequisite that the person, at the time of making application for membership:

- (a) be a New Zealand Citizen, or
- (b) a resident of New Zealand in terms of New Zealand's Immigration Policy, or
- (c) hold a valid New Zealand Visa or Permit,
- (d) a citizen of a country belonging to the Commonwealth of Nations, and
- (e) has attained the age of 18 years or the minimum age for the purchase and consumption of alcohol as specified in the Sale and Supply of Alcohol Act 2012 or any amendments or re-enactments thereof.

2. In all cases it shall be a condition of membership that the person has not been dishonourably discharged from the armed forces or dishonourably dismissed from any merchant navy or other qualifying organisation. The Club, or RNZRSA President's Forum, shall have authority to call upon any person to produce evidence of the nature of his discharge.

3. In all cases, it shall be the responsibility of the person concerned to produce satisfactory evidence of his eligible service.

4. Any questions arising between any applicant for membership and any Club as to whether such person is or is not eligible for membership shall be referred to RNZRSA President's Forum, whose decision shall be final and binding.

5. (a) Armed or Defence Forces and Police of New Zealand

(i) Any person who served overseas in time of war or emergency.

(ii) Any person who served overseas as a member of any unit in an operational or occupational force or multinational observers force, or ad hoc force as determined from time to time by RNZRSA President's Forum.

(iii) Any person who served overseas as a member of a United Nations Peacekeeping Force.

(b) Armed Forces of Great Britain - Any person who served overseas in time of war or emergency. Any person who served overseas as a member of any unit in an operational or occupational force, or ad hoc force as determined from time to time by RNZRSA President's Forum. Any person who served in Great Britain in time of war in areas deemed to be under threat PROVIDED such service was marked by the award of the Defence Medal or the Air Crew Europe Star. Any person who served in Northern Ireland PROVIDED such service was marked by the award of the Campaign Service Medal with clasp "Northern Ireland".

(c) Armed Forces of Any Other Commonwealth Country - Any person who served overseas in time of war or emergency. Any person who served overseas as a member of any unit in an operational or occupational force, or ad hoc force as determined from time to time by RNZRSA President's Forum.

(d) Armed Forces of Any Ally of New Zealand - Any person who served in areas deemed to be under threat, as determined from time to time by RNZRSA President's Forum, as a member of the Armed Forces of:-

(i) A country that was a member of the Commonwealth of Nations at the time of service, or

(ii) An ally of New Zealand at the time of service.

(e) Merchant Navy - Any person who served as a member of the crew of a merchant vessel under the flag of New Zealand or of any ally of New Zealand who either:-

(i) during the 1914-18 war or the 1939-45 war served in a theatre of war, PROVIDED such service was marked by the award of the appropriate campaign medals awarded to services personnel for service in that theatre, or

(ii) served in a vessel engaged in the Falklands war, PROVIDED such service was marked by the award of the South Atlantic Star.

(f) Wartime Resistance Movements - Any person who served as a member of an underground or resistance movement of any ally of New Zealand PROVIDED the movement was officially recognised by the Government or authority for the time being accepted by Her Majesty's Government as being the Government or authority of the country concerned and the service has been officially recognised:-

- (i) by the award of a decoration for valour or for service by the Government or authority as aforesaid, or
- (ii) by the award of a commendation for service or a certificate of service or a similar citation by the Government or authority as aforesaid, or
- (iii) by the award of a citation for service by the Officer having overall command of Her Majesty's forces in any particular area designated as a theatre of war.

(g) Operational Service - Civilians

- (i) recognition of any New Zealand civilian who has served in conjunction with NZDF personnel, providing support roles defined as Operational Service and whose service has been recognised by the awarding of the NZ Operational Service Medal (NZOSM) and/or the NZ General Service Medal (NZGSM).
- (ii) recognition of any other New Zealand citizen, whose operational service for the nation has been recognised by either of the above Awards and is considered by RNZRSA President's Forum to warrant inclusion in this category.

6. Savings - Any person admitted to membership as a Returned member under the Rules of RNZRSA in operation prior to adoption of this Schedule shall be deemed to have been admitted under this Schedule.

SECOND SCHEDULE

ELIGIBILITY FOR ADMISSION AS A SERVICE MEMBER OF THE CLUB

1. In all cases it shall be a prerequisite that the person, at the time of making application for membership:

- (a)
 - (i) be a New Zealand citizen, or
 - (ii) be a permanent resident of New Zealand in terms of New Zealand Immigration Policy, or
 - (iii) be a citizen of a country belonging to the Commonwealth of Nations;

(b) Has attained the age of 18 years or the minimum age for the purchase and consumption of alcohol as specified in the Sale and Supply of Alcohol Act 2012 or any amendments or re-enactments thereof.

2. In all cases, it shall be a condition of membership that the person has not been dishonourably discharged from the armed or defence forces or dishonourably dismissed from any other qualifying organisation. The Club, or RNZRSA President's Forum, shall have authority to call upon any person to produce evidence of the nature of his discharge.

3. In all cases, it shall be the responsibility of a person concerned to produce satisfactory evidence of his eligible service.

4. Any questions arising between any applicant for membership and any Club as to whether such person is or is not eligible for membership shall be referred to RNZRSA President's Forum, whose decision shall be final and binding.

5. Subject to the requirements of paragraphs 1 to 4 above and the provisions of clause 5(c) (ii) the following persons are eligible for admission as Service members.

(a) Armed/Defence Forces and Police of New Zealand Any person who has served or is serving as a uniformed member of the Armed/Defence or Police Forces of New Zealand and who does not possess the necessary service qualifications for Returned membership.

(b) Armed/Defence Forces and Police of the Commonwealth of Nations Any person who has served or is serving as a uniformed member of the Armed/Defence or Police Forces of any country which was a member of the Commonwealth of Nations at the time of service, and who does not possess the necessary service qualifications for Returned membership.

(c) Armed/Defence Forces of any Other Country

(i) Any person who has served or is serving as a uniformed member of the Armed/Defence Forces of a country which has not taken up arms against New Zealand or any member of the Commonwealth of Nations or an ally of New Zealand since the 11th November 1918, and who does not possess the necessary service qualifications for Returned membership.

(ii) All applications for membership made under the provisions of clause 5(c)(i) above, shall in the first instance be referred to the RNZRSA President's Forum for determination as to eligibility.

(d) Home Guard, Women's War Service Auxiliary, Women's Land Service Any person who has served as a member of:

(i) the Home Guard, Women's War Service Auxiliary or the Women's Land Service in New Zealand, or

(ii) an equivalent organisation or organisations within the then British Empire Any time between September 1939 and August 1945 and who does not possess the necessary qualifications for "Returned" membership.

(e) New Zealand Cadet Forces

(i) Any person being not less than 18 years of age or who has attained the minimum legal drinking age as defined in the Sale and Supply of Alcohol Act 2012 or any enactment or amendment thereto, and who has served, or is currently serving, as an Officer of the New Zealand Cadet Forces.

(ii) Any person being not less than 18 years of age or who has attained the minimum legal drinking age as defined in the Sale and Supply of Alcohol Act 2012 or any enactment or amendment thereto, and who has had a minimum of 3 years' service in the New Zealand Cadet Forces as evidenced by a "Cadet Record of Service" Certificate.

6. Savings - Any person admitted to membership as a "Service" member under the Rules of RNZRSA in operation prior to adoption of this Schedule shall be deemed to have been admitted under this Schedule.

THIRD SCHEDULE

HANDLING MEMBERSHIP ISSUES

From time to time Club Executive will be required to deal with membership issues. These will usually fall into one of three categories;

1. The processing of applications for membership of the Club or transfer to the Club from another Club.
2. The hearing of complaints against a member of the Club.
3. Receiving requests under the Privacy Act for copies of material containing member's information.

The Club will deal with the majority of these issues at Executive Committee meetings. It is important that the following points are always observed:

Statements made about an individual should be made as though that individual was present. In other words, if the speaker would not say it in front of the individual, the speaker should not say it in the meeting. Decisions made at an Executive Committee meeting must be based on fact, not hearsay. If it cannot be substantiated, it must not be taken into consideration. All decisions that an Executive Committee make can be subject to judicial review.

Disciplinary Procedures for Members

The quality of life within our Club is maintained by a standard of conduct expected from the Members and Authorised Visitors. It is this standard that sets our Club apart from public bars and taverns and must be jealously protected.

Regrettably, there are occasions when this standard is broken and a Member or Members breach the rules of the Club. In such an event, the Club Executive has a duty to take action to preserve the standard of conduct for the benefit of all members.

Within the Clubs Constitution there should be;

- a) Information about what constitutes an offence under the rules;
- b) Procedures for hearing a disciplinary charge against members;

- c) Powers of the Executive to fine, suspend or expel a Member found guilty;
- d) The appeal provisions available to a Member; and
- e) There is also the provision to trespass a Member, Authorised Visitors or any other person on the Club premises.

The Clubs constitution is a binding contract between the Club and its Members. Any action taken outside the constitution may be unlawful and may expose the Executive Committee members concerned in that action, to individual and personal liability.

When new members sign their application form it should state that they have read and understood the rules of the Club.

Handling Membership Issues - Natural Justice

The implementation of disciplinary procedures against a Member is a serious matter and one that must be given the fullest attention. The imposition of a fine, suspension or expulsion is a matter of gravity for the member concerned.

The three main features of natural justice to be respected are;

- a) The right to be heard by an unbiased tribunal acting in good faith;
- b) The right to have notice of charges of misconduct; and
- c) The right to be heard in answer to those charges.

The precise requirements of natural justice depend upon the circumstances of the case, the nature of the inquiry, the rules under which the Club is acting, and the subject matter is being dealt with.

Procedures

The Complaint

The complaint may be written or verbal and may come from a variety of sources such as;

- a) A report from a Staff Member about an incident;
- b) A letter of complaint from a Member or Authorised Visitor about an incident; or
- c) A report arising from a criminal conviction.

For the complaint to be valid it will need to cover that either:

- a) Something illegal has been done; or
- b) Something in breach of the rules has been done.

The Investigation

A complaint must be promptly and thoroughly investigated to establish if there is a case to answer. The following points should be the basis of the investigation:

WHAT happened?

WHEN did it happen?

WHO was involved?

WHERE did it take place?

WHY did it happen, i.e. what was the reason for it?

Who Should Carry Out the Investigation?

The investigation should comply with the principles of the Privacy Act, in particular:

The Member concerned is entitled to access the information collected. In certain circumstances, the Club may refuse to disclose information. An example is where it is absolutely critical that all disciplinary procedures are conducted in a fair manner and that justice is not only done, but seen to be done.

The information involves the unwarranted disclosure of the affairs of another individual (for example a complainant). Independent legal advice should be taken on this matter, if in doubt. The information collected may be used only for the purpose of the investigation, and the information should be stored securely so as to protect the member's privacy. The investigator should be very careful to ensure details of the complaint are not publicly disclosed to avoid the risk of defamation taking place.

Notification and Format of Hearing

Once the preliminary investigation is complete, and the Club is satisfied that it can proceed, the Member must be given the opportunity to be heard. At this stage the Club should inform any other body (e.g. the Police) which ought to be involved. A complaint which appears to raise issues of illegal conduct should be referred to the Police immediately.

Presuming that the complaint is against a Member of the Club and is to be handled by the Club, the following procedures should then apply;

- a) Consult the Clubs constitution.
- b) Find out what it requires the Executive to do and follow those instructions to the letter.
- c) Determine who is to hear the complaint.
- d) Neither the person carrying out the preliminary investigation nor any member of the Executive involved in the incident must be part of the hearing panel.
- e) Determine the time, date and venue and those attending and confirm these arrangements in writing. A reasonable amount of time should be allowed before the hearing to allow the Member to prepare a defence to the complaint.

When contacting the Member with whom the complaint is made against, they should be advised in writing of the following:

- a) That a complaint has been received.
- b) The nature of the complaint.
- c) How the complaint will be heard.
- d) That the Member is asked to appear at the hearing to listen to the evidence and to be given the opportunity to have their side of the story heard.
- e) The Member is entitled to present witnesses to support his/her defence.
- f) That the member may be accompanied by a representative, or support person (another Member or a friend) throughout the hearing.
- g) The process of the hearing.
- h) The effect that a proven finding could have on the Member's continued membership of the Club.

The Hearing

The hearing is held as detailed in the letter to the Member concerned. If the Member is unable to attend, then the hearing should be rescheduled.

If the Member continues to be unavailable, and it is believed that the unavailability is deliberate, or the Member simply refuses to attend, then the Member should be advised in writing that the hearing may/will be held in their absence.

Appearance before a hearing of this nature can be a traumatic event for some. Accordingly, it is appropriate that the Member bring with them a support person (relative, another member or a friend) or a representative such as a lawyer.

The purpose of a support person is to provide support during the hearing but not to speak for the Member if they are unable or unwilling to do so.

The purpose of a representative is to provide support during the hearing, and to speak for the Member if they are unable or unwilling to do so.

There may be a need for witnesses to attend the hearing to support or refute the complaint. These should be arranged by the Club and should be called to give their evidence in logical sequence.

Members may bring legal representation with them, and in that case, the purpose of such presence is to protect the interests of their client (i.e. the Member). The Chairman of the hearing must exercise control and ensure that legal cross examination does not occur and that the meeting is not taken over. Questions of witnesses by legal representatives should be made through the Chair and not directly to the witness concerned. The event is conducted as a meeting, not as a judicial court.

If the complaint is complex, contentious, or is likely to lead to the expulsion of the Member concerned, then it is recommended that the Club's legal advisor attends. Their role would be to advise the hearing on legal and procedural matters. They must not be involved in recommending or deciding guilt or innocence.

Process of the Hearing

All disciplinary hearings should be held 'In Committee' and the minutes should only show the following;

- a) Time, date and place of the hearing;
- b) Reason for the hearing;
- c) A motion to go into committee;
- d) A motion to come out of committee; and
- e) A motion recording the verdict and any punishment awarded.

The meeting should be conducted in the following sequence;

- a) Introduction of all those present;
- b) Clarification of the charge(s) and who they are against;
- c) Details of the complaint and evidence supporting the complaint;
- d) Questions by the Member of the complainant and any witnesses;
- e) Questions by the Hearing Members of the complainant and any witnesses;
- f) Details of the Member's defence and witnesses in support;
- g) Questions by the Hearing Members of the Member and their witnesses;
- h) Hearing panel retires to consider the verdict in private;
- i) The Member is advised of the outcome which is to be confirmed in writing;
- j) The Member is also advised of any appeal provisions specified in the Clubs constitution; and
- k) The hearing is concluded.

Appeals

An appeal hearing, as provided by the Clubs constitution, should be held in accordance with the above hearing process. The appeal can only be lodged by the person found guilty and is usually lodged to challenge the guilty finding and/or the severity of the punishment.

The Clubs constitution should specify how long a Member has to lodge an appeal, after the initial judgement.

It is important to note that those who heard the initial hearing are not the same persons who hear the appeal. An Appeals Board must be elected at the AGM to hear such cases.

The appeal hears the evidence again, and then makes its decision as to;

- a) Whether the original findings were correct or not; and
- b) Whether the punishment (if any) was appropriate or not.

The appeal hearing may therefore:

Dismiss the appeal, confirming the original finding. Allow the appeal, overturning the original finding and ruling the Member not guilty. Review the punishment awarded to the member and may reduce or increase it.

Offences by Non-Members

From time to time, Clubs may have to deal with offences committed by non-members of the Club, either affiliate members or guests of Members (Authorised Visitors).

In the case of reciprocal visitors, a complaint by the Club should be forwarded to the Club of the reciprocal visitor for whatever action that Club sees fit.

In the case of a complaint against a guest of a Member, it is important to note that Members are responsible for their guests at all times. In such cases, disciplinary action against the Member may be appropriate. A Club has, however, no direct disciplinary powers over a non-member.

Where the Executive of the Club are satisfied that a guest of a Member has breached the code of conduct expected, that person should be advised in writing that as a result of the incident they are no longer welcome in the Club. A Trespass Notice could be issued to the person concerned. A copy of this advice should be sent to the Member who allowed the person to visit the Club.

By-Laws

1. The Executive Committee shall be the sole responsible authority for the interpretation of these Rules and of the Regulations and By-Laws made thereunder, and the decision which shall be given within seven days by the said Executive Committee upon any question of interpretation or upon any matter affecting the Club and not provided for by the Rules or by the Regulations and By-Laws made thereunder, shall be final and binding on the members until set aside or varied by a General Meeting of the Club to be held within fourteen days of the date of such decision of the said Executive Committee.
2. No member shall give any gratuity to any employee of the Club.
3. No member shall, except for services rendered or goods supplied at the request of the Executive Committee, or in pursuance of a resolution of a General Meeting on any pretence or in any manner receive any profit, salary or emolument from the funds or transactions of the Club.
4. Any member removing a book, newspaper or any article or articles which are the property of the Club from the premises without the consent of the Executive Committee or wilfully breaking, tearing or injuring any property of the Club and refusing to replace or make good the same shall render himself liable to suspension.
5. Any member being intoxicated so as to be a nuisance in the Club premises may immediately be suspended or trespassed by the Duty Manager or by an Officer. Any such suspension or trespass must forthwith be reported in writing to the CEO giving the reasons therefore and a meeting of the Executive Committee shall be called with all reasonable speed.

6. Drunkenness, swearing, obscene language and other disorderly conduct shall not be permitted in the Club premises, and any member persisting in offending may, after being cautioned by the Duty Manager or by an Officer or member of the Executive Committee render himself liable for suspension or being trespassed.
7. Membership of any party, organisation, local club or other body, the allegiance and objects of which are inconsistent with the allegiance and objects of this Club shall be deemed to be misconduct within the meaning of these Rules.
8. No raffles shall be allowed on the premises or goods exhibited for that purpose except with the authority of the Executive Committee.
9. No sectarian or party political discussion shall be allowed in the Club's premises.
10. No business cards or notices shall be posted or hung on the premises without the sanction of the Executive Committee, nor shall any member give the address of the Club in an advertisement or conduct any business on the Club's premises or use the Club address for business purposes.
11. Members of the Executive Committee shall at all times render every assistance to the Officers and staff of the Club to maintain order and to prevent infringement of the Rules, Regulations or By-laws.
12. Smoking on the Club premises is only permitted in the designated area, on the deck.
13. Only persons over the age of 18 are permitted to enter the sports bar and play the snooker tables and pool tables.
14. From time to time the Bar operating hours will be set by the Executive Committee and advertised to the Members.
15. Only persons over the age of 18 are permitted to enter the gaming room and play the gaming machines. The gaming room can only be open and gaming machines can only be played during normal bar operating hours.
16. From time to time The Club Executive will set the dress standards within the Club premises. A tidy standard of dress is required which includes no muddy clothing, no work boots, hi-viz clothing or singlets.
17. Authorised Visitors will be asked to join the Henderson Returned And Services Association after they have visited the Club on three or more occasions.

FOURTH SCHEDULE

THE HENDERSON RSA TRUST FUND

THIS TRUST DEED made the 16th day of July 1986 BETWEEN THE HENDERSON RETURNED SERVICES ASSOCIATION INCORPORATED a duly incorporated Society having its registered office at Henderson (hereinafter referred to as "the founder") of the one part AND (names of trustees)

A MAGINLEY (Gold Star, Merit Badge, Life Member)

G WARD (Q.S.M, Gold Star, Merit Badge, Life Member)

F F BLACKMOORE (Gold Star, Merit Badge, Life Member)

A WHITESIDE (Merit Badge, Life Member)

AND of

ALSO RON JOHNSON of Henderson President

AND CHARLIE WALKER Treasurer and the holders for the time being of the aforesaid offices of President and Treasurer of the founder and the trustees for the time being hereof (hereinafter together with their and each of their successors hereinafter referred to as "the trustees") of the other part WHEREAS the parties hereto deem it desirable to establish a special trust fund for charitable purposes.

AND WHEREAS the founder has paid to the trustees the sum of \$20,000.00 as an initial capital sum for the purposes of the trust NOW THIS DEED WITNESSETH AS FOLLOWS:

1. Interpretation

(a) The term "trust fund" shall include the said capital sum and other the real and personal property from time to time belonging to or vested in or under the control or management of the trustee or which shall be vested in them and including the capital and the income thereof and sums of money and property from time to time paid or transferred or donated to the trustees for the purposes hereof either by the founder or by RSA Club Inc. or by any person or persons or Corporation or Body or Society whether incorporated or unincorporated or by any Company or other donor.

(b) The terms "Returned Serviceman" and "Ex-Serviceman" however used herein shall have the same meaning as is set forth in respect of those terms in the rules of the Royal New Zealand Returned And Services Association (Incorporated).

(c) The singular shall include the plural.

The trust hereby created may be called and referred to as "The Henderson RSA Trust Fund".

2. The purposes within New Zealand of the trust fund shall be as follows:

To assist indigent, aged, sick, disabled or infirm Returned Servicemen and Ex-Servicemen and their wives and dependants who are in need.

To assist indigent, aged, sick or infirm widows of Returned Servicemen and Ex-Servicemen who are in need.

To assist aged or infirm or disabled indigent persons.

To assist any public charity or any organisation dispensing charity or relieving or caring for the aged or sick or infirm.

To contribute to any medical research fund or to any school fund or to the education of any person or persons who are in need.

To further and assist by means and in any manner as may be approved by the Trustees, works for charitable purposes which in accordance with the law in New Zealand for the time being are charitable whether such objects or purposes relate to the relief of poverty, the advancement of education or religion or any other matter beneficial to the community.

3. Capital & Income

The Trustees may pay or apply the whole or any part of the trust fund including both the capital and the income thereof in or towards all or any of the purposes herein expressed as they may in their absolute discretion decide or they may accumulate any income until the same can in their opinion be usefully applied for all or any such objects.

4. Special Trusts

When property real or personal is accepted by the trustees upon special trusts declared by the donor thereof all the powers and provisions of these presents shall be deemed to be incorporated in the instrument declaring such special trusts except in so far as the same shall be expressly excluded or modified by or be inconsistent with such special trusts.

5.

The trustees may invest the trust fund or any part thereof (with full power to the trustees from time to time to vary such investments and to substitute and replace the same with others of a different or like nature) in manner following that is to say:

- (a) Upon such investments as may from time to time be permitted to trustees by the law for the time being in force in New Zealand relating to the investment of trust funds and in contributory mortgages.
- (b) In the purchase of freehold or leasehold property or personal property of all descriptions in New Zealand.
- (c) In or towards the erection or acquisition of flats or other buildings or the construction or additions or modifications of or to buildings.
- (d) In shares or debentures in any company or companies public or private or on deposit with or through any person firm or company or companies or bank.

6.

The trustees shall have full power at their absolute discretion to sell any part or parts of the assets for the time being comprising the trust fund and to invest the proceeds of such sale or any accumulated income in such investments as are hereinbefore authorised and in such manner as they may from time to time determine without being responsible for any loss resulting from such investment.

7. Powers of Trustees

The trustees shall (subject to the provisions hereof hereinbefore contained) have the following general powers that is to say:

- (a) To sell, exchange, partition, invest, mortgage or otherwise dispose of or deal with any real or personal property or any interest therein as fully and effectively as if they were the absolute owners thereof.

- (b) To borrow money on the security of any property real or personal or any part thereof or without security upon such terms or conditions as to the trustees shall deem proper.
- (c) To pay all expenses and outgoings incurred in relation to the trusts from time to time reposed in them.
- (d) To let any property for such term or terms at such rent and subject to such conditions as to the trustees shall appear desirable.
- (e) To accept surrenders of leases upon such terms and subject to such conditions as to the trustees shall appear desirable.
- (f) To appoint or remove or suspend and to pay or remunerate officers, clerks or servants for services rendered by them as the trustees may from time to time deem appropriate and to determine the duties and powers and fix the salaries or remuneration of any such persons.
- (g) To repair and maintain or otherwise improve and to insure against loss or damage by fire or otherwise real or personal property held by the trustees including power to insure for replacement and to discharge out of income or capital all outgoings properly payable in respect of such property without prejudice to the right of the trustees to make it a condition of letting any person into the possession of any of the property (whether as tenant at will or otherwise) that such person shall pay and discharge all or any part of such outgoings.
- (h) To seek incorporation in accordance with the provisions of the Charitable Trusts Act 1957.
- (i) To do all such other lawful acts and things as are incidental to or conducive to the attainment of the general purposes of the trusts hereby created.

8. Meetings

A meeting of the trustees may be held at such time or place as may from time to time be determined. It shall not be necessary for the trustees to act unanimously, and all power and discretions vested in them may accordingly be exercised by a majority of the trustees present and voting at any meeting, provided however that at least three trustees present and voting at any meeting shall be necessary to form a quorum. It shall not be necessary to hold a formal meeting of trustees, and any resolution in writing signed by all the trustees shall be effectual to record their decision.

9. Minutes

Minutes of the proceedings of all meetings of the trustees shall be recorded in a book to be kept for that purpose by the Secretary be signed by the chairman of the meeting or of the meeting at which the minutes were read and confirmed and every such minute purporting to be so signed shall be prima facie evidence of the facts therein stated.

10. Accounts

The trustees shall keep an account or accounts at such bank or banks (including a savings bank or banks) as they shall from time to time determine and cheques and withdrawals and authorities shall be drawn signed or endorsed as the case may be by such person or persons (including in all instances at least one trustee) as the trustees shall from time to time in writing direct.

11. Audit

The trustees shall cause true accounts to be kept in such manner as they think fit of all their receipts, credits, payments and liabilities and all other matters necessary for showing the true state of condition of the trust and such accounts shall be audited at least once in each year by an accountant appointed in that behalf by the trustees.

12. Revocation or Addition

It shall be lawful for the trustees by unanimous resolution to revoke or vary or add to any of the provisions of these presents so long as such revocation or addition is not inconsistent with the general scope of these presents, provided further that such revocation, variation or addition shall be valid if only and only if it does not affect or detract from the exclusively charitable nature of the Trust.

13. Secretary

The trustees may from time to time appoint a Secretary for such terms as the trustees consider appropriate and may pay to such Secretary such sum by way of remuneration or reimbursement for expenses incurred as they deem fit.

14. It is hereby declared as follows:

- (a) That assistance be granted hereunder by the trustees from time to time by way of grant of money or gift of goods or chattels or other assets.
- (b) That the trustees may from time to time assist any person or institution or society by way of a loan of money secured or unsecured upon such terms as the trustees shall decide.
- (c) That the trustees may in special circumstances contribute to the funeral expenses of indigent Returned Servicemen or Ex-Servicemen.

15. Trustees

- (a) Each of the trustees hereof being the President or Treasurer shall cease to be a trustee upon ceasing to hold such office of President or Treasurer as the case may be.
- (b) The other trustees shall hold office at the pleasure of the Executive for the time being of the founder and such Executive shall have the power to remove a trustee and another to appoint.
- (c) Except as otherwise herein provided the powers of appointing a new trustee or trustees shall be exercisable by the Executive for the time being of the founder.
- (d) The total number of trustees shall not at any time exceed six.

16. In the event of this trust being wound up then the balance of the trust fund shall be given or transferred to one or more institutions or societies having objects similar to those of this trust as shall be determined by a majority of the members of the founder present in person at the general meeting of the founder, and in default thereof to such one or more institution or institutions or society or societies as a Judge of the High Court of New Zealand shall determine, and such determination shall be final provided that in no circumstances shall any part of the trust fund be transferred to the founder or distributed among the members of the founder.

17. Nothing expressed or implied in this Deed shall permit the activities of the Trustees or any business carried on by or on behalf or for the benefit of the Trustees to be carried on for the private pecuniary profit of any individual. (Provided that any Trustee may enter into any agreement or arrangement with the Trust for the supply of any services, as contemplated in Clause 7(f) of this Deed, for such consideration as may be reasonable as that person would be entitled to receive if not a Trustee.)

IN WITNESS WHEREOF this Deed has been executed the day and year firstly hereinbefore written.