

RULES OF WAITEMATA FOOTBALL CLUB INCORPORATED

Incorporated Society No: 224360

Date: 28 July 2021

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Part 1 - Objects and Powers

1.

Name and Registered Office

- 1.1. The name of the society shall be Waitemata Football Club Incorporated (the "Club").
- 1.2. The Registered Office of the Club shall be located in such a place as the Executive Committee (the "Executive") may from time to time determine. The location of the Registered Office shall be notified to the Registrar of Incorporated Societies.

2. Objects

- 2.1. To administer, foster, develop, promote, and deliver amateur football in accordance with the Regional Federation ("The Federation"), New Zealand Football ("NZF") and International Football Association ("FIFA") rules and laws of the game.
- 2.2. To administer, foster, develop, promote, and deliver the playing of sport and participation in physical activity and leisure with a view to improving health and well-being and social development in the Waitemata and Waitakere area but with a specific *focus on* football.
- 2.3. To form, coach and provide facilities and opportunities to participate and practice for all Club members and teams and to provide such teams with the equipment necessary to play football provided always that this clause shall not create any liability on the part of the club to provide such equipment.
- 2.4. To promote and encourage the use and possible hireage of clubrooms and facilities to all members and the wider community.
- 2.5. To promote opportunities and facilities to enable, assist and enhance the participation, enjoyment and performance of members in the activities of the Club.
- 2.6. To promote and encourage participation in football by individuals of all ages, regardless of ability or disability, in the local community and general public.
- 2.7. To promote and *encourage* a high standard of playing, *coaching*, officiating, training, development and performance within the game whilst developing a sense of sportsmanship and fair play at all levels by those who are involved and associated with the Club.
- 2.8. To encourage the playing, growth and development of football at all levels by providing such other support as is appropriate including information, training and development, programmes, programme development and assistance, opportunities, assistance and resources to all members and persons in the community involved in the teaching, coaching and the delivery of football.
- 2.9. To conduct football events and sport and recreational activities.
- 2.10. Pecuniary gain is not an Object of the Club.

3. Powers

Powers: The Club has the power, subject in all cases to these Rules, to do the following;

- 3.1. Seek affiliation and remain a member of The Federation, abide by and implement all Federation and New Zealand Football rules, by-laws, policies and such and to appoint delegates from the Club to act as representatives when appropriate;
- 3.2. Affiliate and co-operate with other organisations of mutual interest;
- 3.3. Maintain an Executive Committee and other groups and to delegate its powers and functions to such groups;
- 3.4. Determine its membership including withdrawing, suspending or terminating membership whilst at all times abiding by these rules;
- 3.5. Make, alter, rescind and enforce these Rules and any regulations, by-laws, rules, policies and procedures of the Club.
- 3.6. Manage and therefore maintain the building complex at McLeod Road Reserve, whilst abiding by all laws, regulations and acts governing the ownership and/or lease and maintenance of such buildings and grounds;
- 3.7. Raise funds in a manner which the Club shall determine for the purposes of carrying out the objects of the club;
- 3.8. Purchase, lease, hire or otherwise acquire, hold, manage, maintain, insure, sell or otherwise deal with property and other rights, privileges and licences; provided that any proposed purchase of property over the value of \$50,000 must be first approved by a Special Resolution of the members of the Club at a General Meeting;
- 3.9. Control and raise money including borrow, invest, loan or advance money and secure the payment of any such money by the way of mortgage or charge over all or part of any of the Club's assets or property provided that any proposed investment over the value of \$50,000, or any proposed borrowing or proposed mortgage of property over \$50,000, must first be approved by a Special Resolution of the members of the Club at a General Meeting;
- 3.10. Sell, lease, mortgage, charge or otherwise dispose of any property of the Club and grant such rights and privileges over such property as it considers appropriate, provided that any proposed granting of legal or equitable interest in property to any third party or any proposed mortgage of property must first be approved by a Special Resolution of the member of the Club at a General Meeting;
- 3.11. Purchase or otherwise acquire all or any part of the property, assets and *liabilities* of any one or more organisations whose activities or objects are similar to those of the Club, or with which the Club is authorised to amalgamate or generally for the purpose designed to benefit the Club;
- 3.12. Determine, raise and receive money by subscriptions, donations, fees, levies, entry or usage charges, sponsorship, government funding, community funding or otherwise;
- 3.13. Enter into, manage and terminate contracts or other arrangements with employees, sponsors, members and other persons and organisations;
- 3.14. Sell or supply liquor in accordance with any licence held under the provisions of the Sale and Supply of Alcohol Act where members, visitors and guests may be permitted service under these regulations;
- 3.15. Sell or supply food and beverage;

- 3.16. Do by all lawful means such acts or things which may be incidental, necessary *or* conducive to the attainment of all or any of the objects provided that the above powers shall not limit the rights and obligations of the Club as an incorporated society under the Incorporated Societies Act, (or any equivalent provision under any replacement legislation).

Part 2 - Membership

4. Categories of Membership

Membership: Membership of the Club shall be in one of following categories *and* all *members* shall fulfil all obligations of membership as per these Rules.

- 4.1. Ordinary Members – All registered players, coaches, managers and referees at senior and junior level. These members are regarded as full financial members (“Financial Members”) when any fees due are paid.
- 4.2. Office Holders and Executive Members – *All* members of the Executive *Committee*.
- 4.3. Life Members - All Life Members of the Club appointed in accordance with Clause 6.
- 4.4. Patron – elected at the AGM in accordance with Clause 8.
- 4.5. Honorary Members – All Honorary Members appointed in accordance with Clause 7.
- 4.6. Associate Members – Other members not accounted for in 4.1 to 4.5 and referred to in *Clause 9*.

5. Application for Membership

- 5.1. Any person wishing to become a member of the Club shall apply to the Secretary following an authorised club process, unless membership had previously been revoked then clause 14.6 applies, and that application shall be considered by the Executive of the Club. The authorised club process shall be made public and may include but not be limited to registration in a team or an application on a form available from the Club.
- 5.2. Every member shall provide the Executive with such information and details that are required by the Executive including full name, *posts!* and/or email addresses, phone numbers and any other such information and particulars as is reasonably required by the club to achieve its objects. Should the member’s details collected change during the term of membership, the member shall notify the Secretary.
- 5.3. Members consent to the Club, the Federation and NZF making use of such information, *only* if the use of those details is consistent with the objects of the Club, The Federation and NZF.

6. Appointment of Life Members

- 6.1. An ACM of the Club shall have power to elect a candidate(s) to Life Membership *of* the Club, in recognition of distinguished and/or outstanding service to the Club.
- 6.2. To be considered for Life membership a person shall have performed more than 15 years of continuous service to the Club outside of playing.

- 6.3. Any nomination for Life Membership shall be made in writing and signed by two financial members of the club and be received by the Secretary one (1) month prior to the General Meeting at which it is intended to propose such nomination.
- 6.4. Any nomination for Life Membership shall in the first instance be considered by the Executive. If the nominee is considered eligible for Life Membership and the Executive votes by ordinary resolution in favour of the nomination being recommended, the nomination shall then be proposed to the next AGM.
- 6.5. The election shall be by ballot and to succeed at the AGM the motion to award Life Membership must be passed by Special Resolution.
- 6.6. Life members shall be exempt from paying membership fees and shall have full voting rights at any General Meetings.

7. Appointment of Honorary Members

- 7.1. An AGM of the Club shall have power to elect a candidate(s) to Honorary membership of the Club, in recognition of service to the Club.
- 7.2. To be considered for Honorary membership a person shall have performed more than eight (8) years of continuous service to the Club outside of playing.
- 7.3. Any nomination for Honorary membership shall be made in writing and signed by two Financial Members of the club and be received by the Secretary one (1) month prior to the AGM at which it is intended to propose such nomination.
- 7.4. Any nomination for Honorary membership shall in the first instance be considered by the Executive. If the nominee is considered eligible for Honorary membership and the Executive votes by ordinary resolution in favour of the nomination being recommended, the nomination shall then be proposed to the next Annual General Meeting.
- 7.5. The election shall be by ballot and to succeed at the AGM the motion to award honorary membership must be passed by Special Resolution.
- 7.6. An Honorary member shall be exempt from paying membership fees and shall have full voting rights at any General Meetings.

8. Appointment of Patron

- 8.1. The members of the Club at any AGM may elect a Patron and any person so elected shall hold that position until the next AGM following their election when they shall retire but be eligible for re-election.
- 8.2. A Patron shall be exempt from the payment of membership fees and shall not have voting rights unless they are also a member in another category entitled to vote.

9. Appointment of Associate Members

- 9.1. All other Officials appointed by the Executive who do not fall within one of the membership categories set out in clauses 4.1 to 4.5 of these Rules, shall be deemed to be Associate Members.
- 9.2. Members of the community may seek to apply to the Club for Associate membership via the Secretary using the process set out in clause 5.

- 9.3. Upon acceptance or appointment by the Executive of an Associate membership and the payment of any fee required, the Associate Member(s) will have all the rights of membership excluding voting rights and shall fulfil all obligations of membership as per these Rules.

10. Register of Members

- 10.1. The Secretary shall keep and maintain a register of all Club members, including the information provided to the Club as set out in clause 5.2 and the type of membership and the date they became a member.

11. Duration of Membership

- 11.1. Subject to clause 14 Executive Committee Members other than Officer's and the Patron's membership expires at the end of the next AGM, or SGM held for that purpose, after their election or appointment.
- 11.2. Subject to clauses 14 and 15.3 Officer's membership expires at the end of the second AGM, or SGM held for that purpose, after their election or in the case of a replacement being made by the Executive the remaining term of the Officer they are replacing.
- 11.3. Life membership and Honorary Membership do not expire unless they are subject to clause 14 (Cessation of Membership).

12. Member Rights and Obligations

- 12.1. Every member shall strictly observe these Rules and any regulations, by-laws, rules, policies and procedures, as amended from time to time, of the Club and the rules of the Federation and NZF and uphold the standards, ethics and values of the Club, the Federation and NZF.
- 12.2. Rights of membership shall be individual and shall not be assigned or transferred in any way for any purpose including but not limited to voting, unless covered in clause 12.3.
- 12.3. All Ordinary members, Life members, Honorary members and current Office Holders and Executive shall be deemed full Financial Members and be entitled to one vote, at any General Meeting subject to clauses 13.2 and 12.4.
- 12.4. All junior members (Under the age of 16 at the time of any General Meeting) shall have their vote exercised by a parent or legal guardian ("Junior Family Vote") provided that a maximum of one Junior Family Vote per family will apply where there is more than one (1) junior ordinary member in the family. The exception to this rule will be if BOTH parents are present at the General Meeting and one (1) parent exercises their vote as an ordinary member in their own right, Office Holder, Life Member or Honorary Member and the other parent exercises the Junior Family Vote.

13. Membership and Other Fees

- 13.1. Every member shall pay all fees due as set by the Executive each year by the due date (such fees shall include any payments to be made to the Federation and/or N2F) and upon payment of full fees shall then be known as a full Financial Member and be entitled to vote at any General Meeting during the time of their membership.
- 13.2. Any member who has not paid the set fees by the due date shall be subject to such restrictions as are placed on them either by these Rules or by the Executive.
- 13.3. The Executive may also set any other fees in addition to those specified in clause 13.1 that are payable by members and other participants at events and activities held by or under the auspices of the Club.
- 13.4. The Executive Committee may determine different fees for different types of membership categories.
- 13.5. No fees shall be required to be paid by non-playing Executive members and non-playing officially appointed Coaches of all teams in the Club but they shall be deemed members and shall adhere to all rights and obligations of members as per these Rules.

14. Cessation of Membership

- 14.1. Resignation - Any member may cease to be a member of the Club at any time by tendering their resignation in writing to the Secretary provided all moneys owed by them to the Club have been paid.
- 14.2. Non-Payment of Membership - Any member who has not paid the fees set by the Executive by the due date required and has not entered into a prior arrangement for payment of membership fees will be deemed to be in financial default. Any member so in arrears shall be given at least fourteen (14) days' notice in writing by the Secretary or Treasurer that the membership is not valid. If, they have not paid the fees by the end of the fourteen (14) day notice period, they may have their membership revoked and the Club may take whatever steps it deems appropriate to recover any monies owed to it.
- 14.3. Other Reasons: Any Member may be liable for suspension, expulsion or termination of membership or other penalties imposed by the Executive if it is found that the member;
 - 14.3.1. is unable to, does not comply with or commits a breach of these Rules or any rule, regulation, by-law, policy, resolution or determination of a Meeting of the Executive; or
 - 14.3.2. brings discredit/disrepute to the Club.
- 14.4. Procedure: Before any determination or decision under clause 14.3 is made:
 - 14.4.1. The member shall be given no less than seven (7) days written notice by the Executive clearly stating the breach and, if able to be remedied, explaining what the member must do to remedy the breach.
 - 14.4.2. The notice must either state:
 - 14.4.2.1. That the member must write to the Executive within seven (7) days of receiving the notice giving reasons why the Executive should not terminate the member's membership and /or penalties should not be imposed against that Member; or

- 14.4.2.2. The member shall be given no less than seven (7) days written notice requiring them to appear before the Executive or an appointed sub-committee with the date and time to be determined by the Executive or sub-committee.
- 14.4.3. In the event that the member provides written reasons why the Executive should not terminate the membership or impose the penalties set out in the Executive's notice as set out in clause 14.4.2.1, the Executive shall consider the reasons provided by the member. Following that consideration, in the event the Executive in its absolute discretion still considers that the Member's membership should be terminated and/or penalties imposed, the Executive shall terminate the member's membership and/or impose penalties by giving the member written notice, which takes immediate effect. The written notice must state that the member may appeal as provided for in clause 14.5 provided that in the event that the member *does* not respond to the Committee within the seven (7) day time period they shall forfeit any right to appeal any penalty imposed.
- 14.4.4. In the event that the member is required to appear as provided for in clause 14.4.2. the member shall be entitled to be present and represented, make submissions and be heard at the meeting and respond to claims made but shall not form part of the quorum and not be entitled to vote on any resolution. Following that appearance, the Executive shall, in its sole and absolute discretion, determine whether the Member's membership shall be terminated and/or penalties imposed against that Member. Should the member not appear at a hearing convened in accordance with clause 14.4.2 after being notified of the meeting date and time then they shall have no right to appeal any penalty and/or termination imposed.
- 14.5. Appeal to Special General Meeting
- 14.5.1. The member shall have the right of appeal to a Special General Meeting (SGM) to be held within one (1) month of the notice of any imposed penalty and/or termination. If by Special Resolution the members present at the SGM uphold the penalty and/or termination, the penalty and/or termination enforced applies immediately following the conclusion of the meeting. Pending the resolution of the Appeal, the member's membership shall be suspended.
- 14.6. Reinstatement
- 14.6.1. A membership that has been revoked or terminated under these Rules may only be reinstated by a Special Resolution at a General Meeting.

Part 3 - Governance

15. Executive Committee

US.2. Composition of the *Executive* Committee

- 15.1.1. The Officers of the club shall be; The President, Secretary, and Treasurer (collectively known as the "Officers") and, together with up to six (6) other

- committee members shall form the Executive Committee (which shall have a minimum of seven (7) and a maximum of nine (9) members).
- 15.1.2. The election of the Officers and Executive Committee of the Club shall be held by affirmation, show of hands or ballot at each Annual General Meeting. Current members may nominate other members or non-members for a position on the Executive.
 - 15.1.3. The President shall be elected by the membership at the AGM, or SGM held for that purpose, and shall not be permitted to hold any other Office.
 - 15.1.4. No member of the Executive shall be elected in more than one officer position.
 - 15.1.5. If there is more than one candidate for one of the positions at the AGM the highest polling candidate shall be declared elected. In the event of a tie in the votes a second and succeeding vote or ballot may be necessary to determine the winner from the two (2) highest polling candidates.
 - 15.1.6. The Executive may fill any vacancies on the Executive left open at the *conclusion* of the AGM by appointing members on to the Executive and such members shall have full voting rights.
 - 15.1.7. Should any office of the Club become vacant or should a vacancy occur on the Executive during the year/season, then the Executive may appoint a person to fill such vacancy until the next AGM and such members shall have full voting rights.
 - 15.1.8. Each committee member appointed to the Executive whether elected at the AGM or appointed onto the Executive after the AGM shall, subject to clause 14 (Cessation of Membership), hold office for a term expiring at the close of the next AGM or SGM held for that purpose.
 - 15.1.9. Each committee member appointed to the Executive shall be eligible for re-election at the AGM following their appointment or election or, SGM held for that purpose.
 - 15.1.10. No two (2) or more members of the same household/family or two (2) people who are in a de facto relationship, civil union or married shall hold any of the *Officer's* positions at the same time.
 - 15.2. Tenure of Officers: Subject to these Rules the term of office for the Officers shall be two (2) years, expiring at the conclusion of the second AGM, or SGM held for the purpose after their appointment.
 - 15.2.1. Should a *vacancy occur* in one of the *Officer positions* during their tenure, the Executive under clauses 15.1.7 and 16.2.6 shall appoint a replacement and that replacement shall hold office until the expiry of the remainder of the term of the Officer whom they replaced.
 - 15.3. Interim Arrangements for Executive: Subject to clauses 14, 15.1.4 and 17.8, at the General Meeting held immediately after the adoption of these Rules, where the first election of Officers under these Rules occurs, the President and the Secretary shall be elected for a period of two (2) years with their tenure expiring at the conclusion of the second AGM or SGM held for that purpose after their election and the Treasurer shall be elected for one (1) year with his or her tenure expiring at the conclusion of the first AGM or SGM held for that purpose after their election. Thereafter the terms shall be as set out in IN.2.

- 15.4. **Ineligibility for the Executive Committee:** A person seeking election or appointment or to remain in office on the Executive will be ineligible if one of the following applies:
- 15.4.1. the person is a member of a governance committee or subcommittee of another Auckland Football Club;
 - 15.4.2. the person is under the age of 18;
 - 15.4.3. the person is an undischarged bankrupt or is subject to a condition not yet fulfilled, or any order, under the Insolvency Act (or any equivalent provision under any replacement legislation);
 - 15.4.4. the person has been convicted of any offence that relates to any sort of abuse of or violence against children;
 - 15.4.5. the person has been convicted of fraud or any offence under the Crimes Act punishable by a sentence of over two years; or
 - 15.4.6. the person is prohibited, or has been prohibited for any time during the five years prior to them seeking re/election or re/appointment, from being a director of or being concerned in the *management* of a company under the Companies Act or a charity under the Charities Act (or any equivalent provision under any replacement legislation).

If any of the circumstances in 15.4 occur in respect of a sitting Officer or an Executive Member that member will be deemed to have immediately vacated their office on that occurrence.

16. Duties and Powers of the Executive

- 16.1. **Duties of the Executive:** The duties of the Executive are to pursue the objects of the Club and to exercise the *powers of* the Club *for the* fulfilment of the objects (except as restricted by these Rules). The Executive and its members shall:
- 16.1.1. act in good faith and in the best interests of the Club at all times;
 - 16.1.2. exercise the powers of the Executive for proper purposes;
 - 16.1.3. formulate and implement such regulations, policies and procedures as are appropriate for the Club;
 - 16.1.4. act, and ensure the Club acts, in accordance with these Rules and any regulations, by-laws, rules, policies and procedures of the Club and any policies, procedures, by-laws, regulations and rules of the Federation, NZF and FIFA;
 - 16.1.5. not agree to, nor cause or allow, the activities of the Club to be carried on in a manner likely to create a substantial risk of serious loss to creditors of the Club;
 - 16.1.6. not agree to the Club incurring any obligations unless the Executive believes at that time on reasonable grounds that the Club will be able to perform the obligations when it is required to do so;
 - 16.1.7. make reasonable efforts to attend all Executive Meetings and General Meetings of the Club;
 - 16.1.8. exercise the care, diligence and skill that a reasonable Executive Committee Member would exercise in the same circumstances;

- 16.1.9. disclose to the Executive the nature and extent of any interest, financial or non-financial, in a matter, transaction or proposed transaction as soon as the Executive Member becomes aware of the fact that s/he has such interest. An interests register shall be established to record these and an interest in a transaction or proposed transaction shall have the same meaning as defined in section 139(1) of the Companies Act, (or any equivalent provision under any replacement legislation);
 - 16.1.10. take such other steps as determined by the Executive in respect of any interest specified in clause 16.1.9 which may include abstaining from any deliberations or vote relating to the matter in which the Member has the registered interest;
 - 16.1.11. not disclose information that the Executive Member would not otherwise have available other than in his or her capacity as an Executive Member, to any person, or make use of or act on the information except:
 - 16.1.11.1. as agreed by the Executive for the purposes of the Club;
 - 16.1.11.2. as required by law; or
 - 16.1.11.3. where in accordance with any Club policies concerning disclosure of information to Club members;
 - 16.1.12. meet any membership or other fee obligations as stated in clause 13;
 - 16.1.13. regularly review and monitor the performance and effectiveness of the Executive; and
 - 16.1.14. do such other acts and things which are lawful and within the powers and objects of the Club and which the Executive agrees, to promote the objects of the Club.
- 16.2. Powers of the Executive: Management and control of the activities and assets of the Club and its funds shall be vested in the Executive who may exercise all of the powers of the Club (except those restricted by these Rules) and in particular shall have the power to:
- 16.2.1. develop and implement strategies, policies and procedures for the administration promotion and development of the objects of the Club;
 - 16.2.2. make *decisions* of the Club subject to the express powers of the members as provided in these Rules;
 - 16.2.3. determine any membership or other fees it considers appropriate;
 - 16.2.4. employ or appoint a manager or similar and enter into a contract on such terms and conditions as the Executive thinks fit (and, *if necessary*, terminate such appointment) and delegate such powers and authorities as it considers appropriate from the Executive to the Manager;
 - 16.2.5. employ, engage or otherwise appoint coaches, managers, selectors, officials and other support person net for the Club and to determine the terms and conditions of such appointments and if necessary, terminate such appointments;
 - 16.2.6. fill vacancies on the Executive in accordance with these rules;
 - 16.2.7. establish such other subcommittees, forums, and groups, including consultative groups, as it considers necessary and appropriate to assist it to carry out its responsibilities, including filling vacancies on any such committees, and other groups which *are* established by it. They shall be delegated such

- powers as the Executive considers appropriate and shall act under direction of the Executive at all times. Members of any sub-committee shall hold office for such time and on such terms as the Executive may determine from time to time and may be removed from office at any time and, unless a member in another category eligible to vote, shall have no voting rights;
- 16.2.8. appoint or engage such persons as it considers appropriate to committees, positions and roles within the Club and determine the terms and conditions of such appointment, and delegate such powers as it considers appropriate and, if necessary, terminate such appointments;
 - 16.2.9. engage, contract or otherwise agree to obtain the *assistance or advice* of any person or organisation for the Executive;
 - 16.2.10. arrange for and conduct appropriate background checks on any prospective employees, contractors, coaches or managers or any such other appointed position it deems necessary, including but not limited to police checks;
 - 16.2.11. control and deal with all funds and assets of the club and invest funds of the Club in such a manner as the Executive thinks fit or is considered advisable for the purpose of carrying out the objects of the Club;
 - 16.2.12. deal with any legacies, donations, grants or gifts of money given to the Club as it deems fit for the benefit of the club;
 - 16.2.13. borrow or raise money from banks or other sources with or without security upon such terms as they think fit, up to a limit of \$5000 before requiring a Special Resolution from the members at a General Meeting;
 - 16.2.14. open and operate in the name of the Club such bank accounts as deemed necessary;
 - 16.2.15. develop and implement prudent policies and procedures to protect and enhance finances and property of the Club, including insuring the Club's assets;
 - 16.2.16. accept, reject or revoke and otherwise control membership of the Club;
 - 16.2.17. be the sole judge of what constitutes breaches, misconduct, discredit or disrepute under clause 14.3;
 - 16.2.18. be able to establish disciplinary procedures to enable the implementation of penalties with regard to misconduct of players, coaches or other members as per clause 14;
 - 16.2.19. at a properly constituted Executive meeting make, amend and/or rescind by-laws, regulations, policies and procedures, as it thinks appropriate, governing the conduct and affairs of the Club or its members, provided that any such by-law, regulation, policy or procedure is not in direct contradiction to these rules or rules of the Federation or NZF and are consistent with the objects of the Club.
 - 16.2.20. organise, conduct and control coaching, education programmes and training to promote and advance all aspects of football;
 - 16.2.21. establish and manage any activities, programmes, events and competitions, including approving rules, conditions of entry and regulations for such activities, programmes, events and competitions to achieve the objects of the Club excluding competitions organised and governed by NZF and the Federation;

- 16.2.22. enter into all such negotiations, contracts and agreements in the name and on behalf of the Club as they consider expedient for the purposes of the Club;
 - 16.2.23. to negotiate and enter into any arrangements with sponsors following the terms as set out in the Club's current sponsorship protocols or policy;
 - 16.2.24. to organise and conduct social functions, raffles and other legal schemes and devices whatsoever for the purpose of *raising* club funds;
 - 16.2.25. facilitate forums and meetings of its members;
 - 16.2.26. call General Meetings;
 - 16.2.27. review and monitor its own performance, processes and effectiveness;
 - 16.2.28. resolve and determine any disputes or matters not provided for in these Rules in such manner as it reasonably considers appropriate; and
 - 16.2.29. do such other acts and things which are lawful and within the powers and objects of the Club and which the Executive agrees and considers are appropriate to promote the objects of the club.
- 16.3. **Matters Not Provided for:** If any situation arises that, in the opinion of the Executive, is not provided for in these Rules, regulations, by-laws or the policies or procedures of the Club, the matter will be determined by the Executive.
- 16.4. Duties of Office Holders of the Executive**
- 16.4.1. President: It shall be the duty of the President to:
 - 16.4.1.1. Chair Executive and General Meetings unless the Executive nominates another member of the Executive to take the chair. Notice of the chair, if someone other than the President, shall be given to the Secretary before the commencement of any meeting. Should this notice not be received a Chair will be elected by majority by those present at the meeting.
 - 16.4.1.2. Duties will also include the Clubs current President's job description.
 - 16.4.1.3. Should the President resign or cease to be President for any reason during their term of office, a Special General Meeting must be held to elect a new President as provided for in clause 15.1.3.
 - 26.4.2. Secretary: It shall be the duty of the Secretary to:
 - 16.4.2.1. Keep true and accurate records of all proceedings of all meetings of the Club; and
 - 16.4.2.2. Call all General Meetings of the Club and all meetings of the Executive with the appropriate notification; and
 - 16.4.2.3. To file appropriate documents, records, reports and communications in connection with the Club and bring all appropriate and relevant documents with them before each meeting to be properly dealt with' and
 - 16.4.2.4. To respond to all appropriate correspondence in consultation with the Executive or Manager if required. In case of inability to attend any meeting, the Secretary must ensure the minutes and any relevant documentation and correspondence are available for the meeting; and
 - 16.4.2.5. To prepare and circulate to all Executive, the minutes of each meeting in a timely manner; and

- 16.4.2.6. To advise the Registrar of Incorporated Societies on any Rule changes.
- 16.4.2.7. Duties will also include the Clubs current secretary's job description.
- J6.4.3. Treasurer: It shall be the duty of the Treasurer to:
 - 16.4.3.1. Have custody of the funds of the Club; and
 - 16.4.3.2. Collect and receive all moneys due to the Club and;
 - 16.4.3.3. Ensure all monies collected on behalf of the Club are properly receipted and deposited in the bank within 14 days of receipt and;
 - 16.4.3.4. Keep, or cause to be kept, full and proper account records of income and expenditure and assets and liabilities by way of books provided for the purpose or by electronic system in such a manner as will at all times clearly show the Club's financial position and comply with all relevant accounting standards and to draw attention to any unusual acts and;
 - 16.4.3.5. Provide the financial report to the AGM and forward the Annual Financial Statement to the Registrar of Incorporated Societies upon approval as in 22.2(b).
 - 16.4.3.6. Duties will also include the Club's current Treasurer's job description and adherence to the Club's Finance Policy and clauses in Part 5 of these Rules.

17. Executive Committee Meetings and Procedures

- 17.1. The Executive shall meet at least once per month during the Football season and at the discretion of the Executive during the off-season, at such time and place as it may appoint.
- 17.2. Reasonable advance notice of time, date and place of a meeting must be given to all Executive members by the Secretary, and may be given by any recognised form of communication.
- 17.3. Should *the* Secretary *position* be vacant or the Secretary neglects to call a meeting of the Executive then any two (2) members of the Executive can call a meeting giving reasonable advance notice of time, date, and place of meeting to all Executive members by any recognised form of communication.
- 17.4. A meeting of the Executive shall be convened at any time *upon request* of the President or of any such number of Executive members as is sufficient to form a quorum and shall be called in accordance with 17.2 or 17.3.
- 17.5. A quorum shall be more than half of current Executive and if a quorum is not present within thirty minutes of the appointed time of the meeting, then the meeting will lapse.
- 17.6. The President shall chair the meetings as per clause 16.4.1. In the event the President is absent the Chair for the meeting shall be elected by those present at the meeting.
- 17.7. The President or Chairperson may with the consent of the meeting adjourn the same from time to time. No new business shall be transacted at the adjourned meeting before the business unfinished at the meeting that was adjourned has been completed.
- 17.8. Any member of the Executive absenting themselves from three (3) consecutive meetings or five (5) meetings at intervals, without notification to the Secretary or a

leave of absence granted by the Executive, shall cease at the option of the Executive to be a member of the Executive.

- 17.9. Each member of the Executive shall have one vote and in the event of a tie in voting the status quo shall apply and unless provided in the rules to the contrary the decision of a majority of the votes (Ordinary Resolution) recorded shall prevail. Except for resolutions passed outside of the Executive meeting under 17.10 (Resolutions), voting at Executive meetings shall be by voice, or upon request of any Executive member, by a show of hands or by a ballot. Proxy and postal voting is not allowed at Executive meetings.
- 17.10. Resolutions: A resolution in writing, signed or consented to by email, facsimile or other form of visible or other electronic communication by a majority of Executive shall be valid as if it had been passed at a meeting of the Executive. Any such resolution is required to be ratified at the next meeting of the Executive.
- 17.11. Committee Meetings by Audio Visual Means: Any Executive Member may participate in and vote at any Executive meeting by audio or video conferencing or by other means of electronic communication, provided that all persons participating in the meeting are able to hear each other effectively and simultaneously. Participation by an Executive Member in this manner at an Executive meeting will constitute the presence of that Member at the Executive Meeting for the purpose of clause 17.5.

Part 4 - General Meetings

18. Meetings of Members

- 18.1. AGM: The AGM shall be held once a year, not later than the 30th November at a time and place fixed by the Executive and in accordance with the Incorporated Societies Act.
 - 18.1.1. Notice of AGM: The Executive via the Secretary must give all members at least 30 days written notice of AGMS. The notice can be given by any appropriate means to each member, e.g., email or post to the last known address of the member and the club may place an advertisement in the local community newspaper or on its website. Notice shall include the business as set out in clause 18.1.3 and the date, time and venue.
 - 18.1.2. Items for the Agenda: Notice of any business, including but not limited to general business and Rule remits, to be discussed at the General Meeting shall be given in writing to the Secretary no later than fourteen (14) days before the date set for the AGM.
 - 18.1.3. The Business of the AGM shall be to;
 - 18.1.3.1. Receive and consider for approval the Annual Report and Annual Financial Statement as per clause 22;
 - 18.1.3.2. Elect officers and members of the Executive for the ensuing year in accordance with clause 15. In the event a position is not filled, *nominations may be taken from the floor at the AGM;*
 - 18.1.3.3. Receive and adopt the minutes of the last AGM;
 - 18.1.3.4. Elect Life Members, Honorary Members and a Patron in accordance with clause six (6), seven (7) and eight (8);

- 18.1.3.5. Consider whether to appoint an Auditor or Reviewer for the Annual Financial Statements;
- 18.1.3.6. Appoint scrutineers, should these be necessary;
- 18.1.3.7. Consider any motion(s) or remits proposed to alter the Rules, and should the carrying of any such motion materially affect any of the above-mentioned business then such motion shall be dealt with prior to such business, otherwise it can be conducted at any time during the meeting;
- 18.1.3.8. Consider any other items of business submitted by the Executive or by a member in accordance with 18.1.2.
- 18.1.4. All Executive Committee members elected at the last AGM, or appointed since the last AGM, shall be entitled to vote as per Part 2 of these Rules and then automatically retire at the conclusion of the AGM, unless they are an officer whose tenure has not concluded as per 15.2. The appointment of the new Executive will take effect at the conclusion of the AGM.
- 18.1.5. AGM Agenda: An agenda containing the business to be discussed at a General Meeting, as set out in 18.1.2 and 18.1.3 shall be sent by the *Secretary* to the Executive prior to the meeting and be available at the General Meeting to all the members.
- 18.2. SGM: An SGM must be called by the Secretary within seven (7) days upon written request of the meeting from;
 - a. the Executive; or
 - b. five (5) or more financial members of the club or 10% of total membership whichever is greater and the request must be signed by each of the members; or
 - c. when otherwise required to do so under these rules.
- 18.2.1. Purpose of SGM: The written request for an SGM must state the purpose for which the SGM is requested. The SGM must only deal with the business for which the SGM is requested.
- 18.2.2. Notice of the SGM: The Secretary must give all members at least thirty (30) days' notice of any SGMs, except where such notice period is not practicable due to the urgency or nature of the matter(s) to be dealt with at the SGM, provided not *less than seven (7) days* written notice *is given*. The notice can be given by any appropriate means to each member, e.g., email or post to the last known address of the member and the Executive may also place an advertisement placed in the local community newspaper and on the club's website. Notice shall include the purpose as per 18.2.1 and the date, time and venue.
- 18.2.3. In the event the secretary refuses, neglects or is unable to convene an SGM when required or requisitioned to do so, the members who sign the request may convene the meeting.
- 18.3. Minutes: Full minutes shall be kept of all General Meetings and a hard copy must be printed *for* archiving.
- 18.4. Errors: Any irregularity, error or omission in notices, agendas and relevant papers of General Meetings or the omission to give notice within the required time frame or the omission to give notice to all members and any other error in the organisation of the

meeting shall not invalidate the meeting nor prevent the meeting from considering the business of the meeting provided that:

18.4.1. the Chairperson in his or her discretion determines that it is still appropriate for the meeting to proceed despite the irregularity, error or omission; or

18.4.2. A motion to proceed is put to the meeting and an Ordinary Resolution is obtained in favour of the motion to proceed.

18.5. Quorum

18.5.1. Twelve (22) members shall form a quorum at General meetings.

18.5.2. If a quorum is not obtained within thirty (30) minutes of the time appointed for the commencement of the meeting if convened under 18.2, the meeting shall lapse, but in any other case the meeting will be adjourned for seven (7) days. If at such adjourned meeting a quorum is not present within thirty (30) minutes those members entitled to vote shall be deemed to constitute a quorum and shall transact the business for which the meeting was called, and every resolution passed at such meeting shall be as effective and binding as if the quorum provided in rule 18.5.1 had been present.

18.6. Following the AGM all club property, security codes and keys must be handed over to the new Executive/President within fourteen (14) days of the completion of the AGM.

19. Control of General Meetings and Voting

19.1. Control of General Meetings: In accordance with clause 16.4.1 the President shall Chair all General Meetings. In the event the President is absent, a nominated Executive member shall take the Chair.

19.2. Voting

19.2.1. All members entitled to vote under these Rules shall have one vote each apart from those junior members referred to in clause 12.4.

19.2.2. No proxy voting is permitted.

19.2.3. An Ordinary Resolution shall be sufficient to pass a resolution except where the Rules provide otherwise.

19.2.4. In the event of a tie in voting on any issue (other than the voting of new Executive members where 15.1.5 will apply) the Chairperson shall not have a casting vote and the status quo shall remain.

19.2.5. The outgoing Secretary will oversee the organisation, counting and announcement of votes. If the outgoing Secretary is seeking re-election in any capacity, then they will nominate any outgoing or incoming committee member to preside over the proceedings for that position(s).

19.2.6. Voting shall be by way of a culmination of postal, electronic or a show of hands unless a motion is put forward for a secret ballot by two (2) members eligible to vote and approved by ordinary resolution.

19.2.7. In the event a secret ballot is called, the Chairperson of the General Meeting shall appoint two (2) non-voting scrutineers who are not seeking election.

19.2.8. The scrutineers shall destroy all voting papers as soon as the secret ballot has been concluded and the result announced.

Part 5 - Financial Matters

20. Financial

- 20.1. The financial year shall end on the 30th of September.
- 20.2. The Executive and the Treasurer on behalf of the Executive shall adhere to any finance policies and procedures as set down by the Executive.
- 20.3. All monies received on account of the Club shall be deposited into the bank account of the Club forthwith after receipt and as per clause 16.4.3.
- 20.4. Major transactions with regard to investments or purchases shall only be entered into on the authority of the Executive and be in accordance with these Rules.
- 20.5. At all times there shall be three (3) authorised signatories to the club bank accounts except where excluded under 20.7.
- 20.6. All, withdrawal slips, cheques or other payments made by the club are to be signed or authorised via internet banking by any two of the three authorised signatories as per 20.5.
- 20.7. In the event that two (2) members who are married, in a de facto relationship or civil union or from the same household/family are elected onto the Executive, only one of those members can have signatory rights at any one time during their term in office.
- 20.8. No expenditure may be incurred outside the approved budget without being presented to the committee for prior approval by the Executive.
- 20.9. All property and income of the Club will apply solely to the promotion of the objects of the Club and no part of that property or income shall be paid or otherwise distributed, directly, or indirectly, to members, except in good faith in the promotion of these objects.

21. Assurance on Financial Statements

- 21.1. The Executive can decide to have our accounts audited, if this happens - The executive shall appoint a suitably qualified person to review the Annual Financial Statements of the Club ("the Reviewer"). The Reviewer shall examine the Financial Statements with the objective of providing a report confirming all financial information presented is in accordance with the Club's accounting or financial policies.
- 21.2. The Executive is responsible to provide the Reviewer with:
 - a. access to all information of which the Executive is aware that is relevant to the preparation of the financial statements such as records, documentation and other matters;
 - b. additional information that the Reviewer may request from the Executive for the purpose of the review; and
 - c. reasonable access to persons within the Club from whom the Reviewer determines it necessary to obtain evidence.

22. Annual Report

- 22.1. The Executive shall ensure that all *matters* relating to the Club are included in the Annual Financial Statements.
- 22.2. The Executive shall prepare an Annual Report for presentation to the AGM that contains:
 - a. a statement of the financial position of the Club, and the financial performance of the Club in respect of the most recently concluded financial year (the Annual Financial Statements); and
 - b. an Annual Report of the year's activities:
(collectively known as the Annual Report)
- 22.3. The Annual Financial Statements referred to in clause 22.2a shall comply with Generally Accepted Accounting Practice and current financial reporting standards and must be audited or reviewed as per clause 21.

23. Application of Income

- 23.1. All income and property of the Club shall be applied solely to the promotion of the objects of the Club.
- 23.2. Except as provided in these Rules:
 - a. No portion of that property or income shall be paid or otherwise distributed, directly, or indirectly, to any member or member of the Executive.
 - b. No remuneration or other benefit in money or money's worth shall be paid or given by the Club to any member or member of the Executive.
 - c. No member of the organisation or any person associated with a member shall participate in or materially influence any decision made by the organisation, in respect of the payment to or on behalf of that member or associated person.
- 23.3. Nothing in clause 23.2 shall prevent payment in good faith of, or to any, member or member of the Executive for any of the following provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction:
 - a. any services actually rendered to the Club whether as an employee or otherwise;
 - b. products supplied to the Club in the ordinary and usual course of operation; or
 - c. interest on money borrowed from any member or member of the Executive; or
 - d. rent for premises let by any member or member of the Executive to the Club; or
 - e. Any out-of-pocket expenses incurred by the member or member of the Executive on behalf of the Club.
- 23.4. Nothing in clauses 23.2 or 23.3 shall prevent an Executive Member from receiving such reasonable Honoraria as may be determined by ordinary resolution of a General Meeting following the recommendation of the Executive.
- 23.5. The provisions and effect of this clause 23 shall not be removed from this document and shall be included and implied into any document replacing this document.

Part 6 - Administration

24. Common Seal

- 24.1. The Club may have a common seal and that shall be held in the custody of the Secretary or if the Secretary position is vacant then a member of Executive.

25. Alteration of Rules

- 25.1. Except when any alteration, addition or rescindment affects the Club's charitable or not *for profit purposes*, its pecuniary profit rules, *it's* application of income, its personal interest's rules or it's winding up rules these Rules may be altered, added to or rescinded at a General Meeting of the Club and can only be decided by a Special Resolution.
- 25.2. The notice calling an AGM or SGM for this purpose shall be called in accordance with these Rules and shall set out in full the purpose and the content of the intended alteration, addition, rescindment or other amendment.
- 25.3. The provisions and effect of this clause 25 shall not be removed from this document and shall be included and implied into any document replacing this document.
- 25.4. No Rule change shall take effect until filed with the Registrar of Incorporated Societies.

26. By-laws/Regulations and Policies

- 26.1. All Club by-laws, regulations, policies, procedures and any amendments shall be notified to all members as approved by the Executive.

27. Winding Up or Dissolution

- 27.1. The Club can be;
- dissolved by the Registrar of Incorporated Societies in accordance with the Incorporated Societies Act; or
 - voluntarily wound up in accordance with clause 27.2.
- 27.2. Winding Up: The Club may be voluntarily wound up as per the Incorporated Societies Act if;
- a Special Resolution carried by a majority of eligible voters is passed at a General Meeting to appoint a liquidator: and
 - such resolution is confirmed by Special Resolution in a subsequent SGM, called for that purpose, and held not earlier than thirty (30) days after the date on which the resolution was passed.
- 27.3. Surplus Assets: Any surplus assets of the Club either on winding up or dissolution, after payment of all costs, debts, and liabilities, shall, subject to any trust effecting the same, be disposed of by distributing, giving or transferring them to any organisations with

similar objects or purpose and shall be determined by the members present and eligible to vote at the Special General Meeting called for the purpose, provided that no distribution shall be to the members or members of the Executive. If the members are unable to decide, the body or bodies shall be determined by the liquidator or the Registrar of Incorporated Societies (in the case of dissolution). The organisations must prohibit the distribution of its or their income and property among its or their members to at least the same or greater an extent as is imposed on the Club under these Rules.

28. Indemnity

- 28.1. The Club shall fully indemnify every member of the Executive, any appointed officers, including but not limited to coaches and *managers*, and staff of the Club in respect of all liability arising from the proper performance of their powers, duties and functions connected with the Club.

29. Disputes and Matters Not Provided For

- 29.1. If any dispute arises out of the interpretation of these Rules or the regulations, by-laws, policies or procedures, or any other matter which is not provided for in these Rules or the regulations, by-laws, policies or procedures, then such dispute or matter shall be referred to in writing to the Executive, whose decision shall be final and binding and shall remain in force until confirmed or varied at a General Meeting.

30. Club Colours

- 30.1. The colours of the Club shall be red and yellow and as described in the uniform policy.

31. Definitions

- 31.1. The words and phrases in these Rules shall mean as follows:

“AGM” means an Annual General Meeting of the Waitemata Football Club described in clause 18.1 (AGM).

“Clause” refers to a clause in these Rules.

“Club” Means the Waitemata Football Club Incorporated.

“Executive” means the Executive Committee as defined in clause IN.1.1.

“Executive Member” means a person elected or co-opted under clauses 15.1.2, 15.1.6 and 15.1.7.

“Football” means all forms of football including any adaptations of the game, for example Futsal.

“Financial Member” means any member entitled to vote under Part 2, Membership.

"General Meeting" means an AGM or SGM of the Waitemata Football Club.

"Honoraria" means any payments received by Executive for services provided by the Executive Member to the Executive that:

- a. are paid at a rate that is less than the market rate for providing the services; and
- b. are amounts for which, in the normal course, no payment is fixed for the services provided.

"Member" means and includes all classes of members of the Waitemata Football club under Part 2, Membership.

"Objects" means the objects of Waitemata Football Club described under clause 2, Objects.

"Officers" means the President, *Secretary* and Treasurer of the Club.

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

"President" means the person elected under *clause* 15.1.3.

"Regulations, By-laws, Policies, Procedures, By- Laws" means any and all the Regulations, By-laws, Policies and Procedures determined under Rule 26 and anything with a similar title.

"Rules" means these rules and 'Rule' shall have a corresponding meaning unless specified differently in the *clause. I.e., rules* of The Federation.

"SGM" means a Special General Meeting of the Waitemata Football Club described in clause 1B.2.

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

"Waitemata Football Club" means the Waitemata Football Club Incorporated and includes any subsequent name changes of that incorporated society.

31.2. **Construction:** In these Rules:

- a. a gender includes all other genders;
- b. the singular includes the plural and vice-versa;
- c. any reference to legislation or Acts includes a modification or re-enactment of, legislation enacted in substitution of, or a regulation, order-in-council or other instrument from time to time issued or made under, that legislation;
- d. any agreement includes that agreement as modified, supplemented, innovated or *substituted* from time to time;

- e. a reference to persons includes bodies corporate;
- f. a reference to a “day” means any day of the week and is not limited to working days, unless specified otherwise;
- g. a reference to a person includes the legal personal representatives, successors and permitted assigns of that person; and
- h. headings and the contents page are for reference only and are to be ignored in construing these Rules.