

# HIBISCUS DAIRY FLAT HOCKEY CLUB INC

## CONSTITUTION

Adopted <> 2026

### 1. DEFINITIONS AND INTERPRETATION

1.1. In this Constitution, unless the context indicates otherwise:

**“Application”** means an application to become a Playing or Non-Playing Member of HDF Hockey Club in accordance with the provisions contained in clause 5.5 of this Constitution;

**“Act”** means the Incorporated Societies Act 2022, including any amendments, and any regulations made under the Act.

**“Annual General Meeting”** means a meeting held in accordance with the provisions in Clause 8.1 of this Constitution;

**“Committee”** means the Committee Members, acting together as the governing body of HDF Hockey Club;

**“Complaint”** has the meaning given in Clause 21.2 of this Constitution;

**“Contact Details”** means a physical or electronic address and telephone number;

**“Contact Person”** means a person holding the position of contact person for HDF Hockey Club being the person the Registrar of Incorporated Societies can contact when needed;

**“Dispute”** has the meaning given in Clause 21.1 of this Constitution;

**“Committee Member”** means a person elected in accordance with Clause 10.2 of this Constitution;

**“Financial Balance Date”** has the meaning given to it in accordance with Clause 14.4 of this Constitution;

**“Financial Year”** means the calendar year preceding the Financial Balance Date in accordance with Clause 14.4 of this Constitution;

**“Hibiscus Dairy Flat Hockey Club” or “HDF Hockey Club”** means the Hibiscus Dairy Flat Hockey Club (Incorporated);

**“Hockey New Zealand”** means Hockey New Zealand Incorporated;

**“Interested”** has the meaning given to the term in the Act;

**“Life Member”** means a person nominated and elected in accordance with the requirements of Clause 5.4 of this Constitution;

**“Matter”** has the meaning given to the term in the Act;

**“Member”** means each person who for the time being is a member of the HDF Hockey Club and includes all classes of members as defined in Clause 5.1 of this Constitution;

**“Non-Playing Member”** means a non-playing member as defined by Clause 5.3 of this Constitution;

**“North Harbour Hockey Association”** means North Harbour Hockey Association Incorporated;

**“Officers”** means those roles defined on Clause 11.7 and elected in accordance with Clause 11.7 of this Constitution;

**“Ordinary Resolution”** means a resolution passed by a majority of votes cast;

**“Playing Member”** means a playing member as determined by Clause 5.2 of this Constitution;

**“Purpose”** means the purpose of HDF Hockey Club as defined by Clause 3 of this Constitution;

**“Special General Meeting”** means all meetings of HDF Hockey Club other than an Annual General Meeting, held in accordance with the provisions in Clause 8.2 of this Constitution;

**“Special Resolution”** means a resolution passed by a seventy-five percent (75%) majority of votes cast;

**“Working Day”** has the meaning given to that term under the Legislation Act 2019 and excludes the day observed as the anniversary in Auckland.

- 1.2. Interpretation: Unless the context otherwise requires:
  - a. Words referring to the singular include the plural and vice versa.
  - b. Clause headings are for reference only.
  - c. Expressions referring to writing include references to words visibly represented, copied, or reproduced, including by email.
  - d. Reference to a person includes any other entity or association recognised by law and vice versa and any reference to a particular entity includes a reference to that entity's successors.
  - e. A reference to any legislation includes any secondary legislation, statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendment to, re-enactment of, or replacement of, that legislation.
  - f. All periods of time or notice exclude the days on which they are given.
- 1.3. Notices: Subject to any other notice requirements in this Constitution, any notice or other communication given under this Constitution must be in writing and will be given to:
  - a. a Member if delivered by hand to the Member or sent to the address set out in their Contact Details;
  - b. the Club if sent to [hdfhockey@gmail.com](mailto:hdfhockey@gmail.com) or by post to the Club's registered office set out on the Register of Incorporated Societies.
- 1.4. Receipt of Notices: A notice is deemed to have been received:
  - a. if delivered by hand, at the time of delivery;
  - b. if given by post, when left at the address of that party or five Working Days after being put in the post; or
  - c. if given by email, upon production of a physical copy of the email detailing the time and the date the email was sent (provided that the sender does not receive any "out of office" auto-reply or other indication of non-receipt),
  - d. provided that any notice or communication received or deemed received after 5pm on a Working Day, or on a day which is not a Working Day, will be deemed not to have been received until the next Working Day.

## 2. CLUB DETAILS

- 2.1. **Name:** The name of the Society is the “Hibiscus Dairy Flat Hockey Club Inc” (hereinafter referred to as “HDF Hockey Club”).
- 2.2. **Charitable Status:** The Club is already registered as a charitable entity under the Charities Act 2005.
- 2.3. **Registered Office:** The headquarters and registered office of HDF Hockey Club shall be in such place Auckland as the Committee shall from time to time decide.
- 2.4. **Contact Person:** At its first meeting following the Annual General Meeting, the Committee must appoint or reappoint at least one (1), and a maximum of three (3), persons to be the Contact Person, subject to those persons meeting the eligibility criteria set out in the Act. The Committee must advise the Registrar of Incorporated Societies of any change in the Contact Person or that person’s Contact Details.

### 3. PURPOSE

The purpose of HDF Hockey Club is to:

- a. be a member of North Harbour Hockey Association;
- b. promote, develop, foster and provide opportunities to enable, assist and enhance participation, enjoyment of hockey;
- c. grow the participation levels of all participants in the game of hockey;
- d. offer the widest possible opportunities for all persons to participate in the game of hockey and to make hockey a readily accessible sport and recreation for all.

### 4. POWERS OF HDF HOCKEY CLUB

Subject to the provisions of the Act and subsequent amendments thereto, HDF Hockey Club, will have all such powers as may be reasonably necessary to enable it to carry out its Purposes. These powers will include the power to:

- a. make, amend, suspend and/or revoke Regulations, Bylaws and Codes of Conduct;
- b. admit new Members and withdraw, suspend or terminate a Member’s membership;
- c. admit new Life Members and withdraw, suspend or terminate a Life Member’s membership;
- d. affiliate with North Harbour Hockey Association and any respective successor and/or regional hockey organisation the membership of which the Committee deems to be in the best interests of HDF Hockey Club;
- e. set and impose penalties for the breach of any provision of this Constitution or any Regulations or Bylaws or any applicable Code of Conduct, including any act or omission by a Member or Life Member which is likely to bring HDF Hockey Club or the game of hockey into disrepute;
- f. carry on any business or undertaking in connection with the promotion, fostering, development of hockey for the benefit of its Members;
- g. develop, apply for, purchase, or otherwise acquire any Intellectual Property Rights, and to use, exploit, exercise, develop, or grant licences in respect of such Intellectual Property Rights on such terms and conditions as HDF Hockey Club thinks fit;
- h. enter into any partnership, joint venture or other arrangement for the conduct of any activity and the sharing of surplus resources, and to co-operate with any person carrying on or about to carry on any business or transaction;
- i. subscribe to, or otherwise acquire, hold and deal with, shares, debentures, or other securities of any kind and to sell, or dispose of, any interest in any securities;

- j. enter into any arrangements with any Government or authority and to obtain from any Government or authority, any rights, privileges and concessions and to exercise any such rights, privileges and concessions;
- k. purchase or sell, lease, exchange, hire, improve, develop, manage, distribute, display and otherwise acquire or deal with any real and/or personal property and any rights or privileges to real and/or personal property;
- l. invest and deal with the money of HDF Hockey Club including the borrowing, raising, lending and advancing of money; and the giving of credit to any person or organisation; and the granting of guarantees and/or indemnities and/or charges upon all or any of HDF Hockey Club's property as security for any advance of money or the performance of contracts or obligations by any person or HDF Hockey Club;
- m. enter into any contract or arrangement (whether legally binding or otherwise);
- n. apply for, promote, and obtain any statute, order, regulation or other authorisation or enactment; and to oppose any bills, proceedings, or applications;
- o. appoint, dismiss or retire employees;
- p. remunerate any person for services rendered or to be rendered;
- q. take or hold mortgages, liens and charges to secure payment of any money due to HDF Hockey Club from any other person;
- r. undertake and execute any trusts and make gifts whether for charitable or benevolent purposes or otherwise;
- s. appoint, elect or nominate persons to represent HDF Hockey Club;
- t. delegate to any person approved by the Committee, any of the powers of HDF Hockey Club,
- u. decide any disputes or hear any appeals on matters relating to HDF Hockey Club;
- v. carry out all or any of the Purposes of HDF Hockey Club and do all or any of the above things as principal, agent, contractor, trustee or otherwise, and by or through trustees or agents or otherwise, and either alone or in conjunction with others; and
- w. do all such other things as are incidental or conducive to the attainment of the Purposes in the exercise of the powers of HDF Hockey Club provided however that the foregoing Purposes shall in no way limit the rights and powers conferred upon incorporated societies under the Act.

## **5. MEMBERSHIP**

### **5.1. Membership Categories**

The Members of HDF Hockey Club are:

- a. Playing Members;
- b. Non-Playing Members;
- c. Life Members; and
- d. Any other categories of membership as the Committee determines, together known as "Members".

### **5.2. Playing Membership**

- a. A Playing Member is a person who currently plays hockey and who has been accepted as a Playing Member by the HDF Hockey Club in accordance with clause 5.2.(b) of this Constitution. A Playing Member may be classified into sub-categories of membership by the Committee.
- b. Player Membership shall be acquired by:
  - i. All existing Playing Members;
  - ii. Any person wishing to play hockey for the HDF Hockey Club who completes an application for membership as prescribed by the

Committee and who is accepted as a Playing Member by the Committee in accordance with clause 5.5 of this Constitution.

5.3. Non-Playing Membership

- a. A Non-Playing Member is a person who is involved with the HDF Hockey Club in a voluntary capacity and who has been accepted as a Non-Playing Member in accordance with clause 5.3 (b)ii of this Constitution.
- b. Non-Playing Membership shall be acquired by:
  - i. All existing Non-Playing Members;
  - ii. Any person wishing to become a Non-Playing Member of HDF Hockey Club who completes an application for membership as prescribed by the Committee and who is accepted as a Non-Playing Member by the Committee in accordance with clause 5.5 of this Constitution.

5.4. Life Membership

- a. Life Membership may be granted in recognition and appreciation of outstanding service by an individual to the Club.
- b. Any Member may nominate an individual to become a Life Member by giving notice to the Committee setting out the grounds for nomination.
- c. Nominations must reach the Committee no later than three (3) months prior to the Annual General Meeting.
- d. The Committee may recommend to an Annual General Meeting any individual, who has made an outstanding contribution to hockey or hockey administration for the HDF Hockey Club, for election as a Life Member.
- e. An individual may only be elected as a Life Member by an Ordinary Resolution at a General Meeting in support of the recommendation for life membership to be awarded.
- f. An individual consents to becoming a Life Member on acceptance of their life membership.
- g. The membership of a Life Member may be terminated by a decision of the Members at an Annual General Meeting requiring a Special Resolution.

5.5. Applications for Playing and Non-playing Membership of HDF Hockey Club

- a. An application to become a Playing Member or Non-Playing Member (Application) must be in the form required by the Committee. Applicants shall supply such particulars as are requested by the Committee according to the current policy which regulates the application for new membership.
- b. All Applications are decided by the Committee, which may accept or decline an Application in its absolute discretion. If accepted, the Committee will advise the applicant as to the membership category that they have acquired.
- c. A person becomes a Member when their Application has been accepted and they have paid the required membership fees (if any) and satisfied any other preconditions imposed by the Committee.
- d. A person consents to become a Member by submitting an Application, unless otherwise specified in this Constitution.

5.6. Members Rights and Obligations

Members acknowledge and agree that:

- a. they are bound by, and will comply with, this Constitution and the Bylaws/Policies, and to the extent they apply, the rules, procedures or policies of North Harbour Hockey Association and Hockey New Zealand;

- b. they are entitled to all rights and entitlements granted by this Constitution or as determined by the Committee;
- c. to receive, or continue to receive or exercise member rights, they must meet all the member requirements set out in this Constitution and the Bylaws/Policies or as otherwise set by the Committee, including payment of any membership or other fees within the required time period;
- d. if they fail to comply with clause 5.6.(c) the Committee may terminate their membership, but the Member continues to be bound by this Constitution;
- e. they do not have any rights of ownership of, or the automatic right to use, the HDF Hockey Club's property; and
- f. they will promote the interests and purposes of the HDF Hockey Club and must not do anything to bring the HDF Hockey Club into disrepute.

#### 5.7. Suspension of a Member

If a Member is, or may be, in breach under clause 5.6 , and the Committee believes it is in the best interests of the HDF Hockey Club to do so, the Committee may suspend the Member until final determination of the matter under the dispute resolution process is completed. Before imposing any suspension, the Member must be given notice of the suspension.

#### 5.8. Suspension of Members Rights

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

### 6. CESSATION OF MEMBERSHIP

6.1. Any Member may cease to be a Member following:

- a. by giving written notice to the Committee of their resignation;
- b. if a Playing or Non-Playing Member has not been actively involved in the HDF Hockey Club as a player or a volunteer for a period of one (1) year;\
- c. if their membership is terminated in accordance with clauses 5.6.(d) or 5.4.(g)
- d. if their membership is terminated following a dispute resolution process or such other process set out or referred to in this Constitution; or
- e. on death.

6.2. A Member who ceases to be a Member:

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

6.3. If a Member's membership is terminated in accordance with clauses 5.6.(d) or 5.4.(g) the Committee reserves the right to notify North Harbour Hockey Association and New Zealand Hockey of the termination and the reasons for such termination.

### 7. MEMBER REGISTER

The Committee will ensure that an up-to-date Member Register is kept and the register must include:

- a. each Member's name;
- b. each Member's Contact Details;
- c. the date each Member became a Member.

A Member must provide notice to HDF Hockey Club of any change to their Contact Details. The Member Register will be updated as soon as practicable after the Committee becomes aware of any changes of the information recorded in the Member Register.

The Committee will keep a record of the name of each Member who has ceased to be a Member of HDF Hockey Club within the previous seven (7) years and the date on which they ceased to be a Member.

## **8. GENERAL MEETINGS**

### **8.1. Annual General Meetings**

The Annual General Meeting shall be held annually at such time and place as the Committee shall decide, but not later than six (6) months following the Financial Balance Date and not more than fifteen (15) months after the previous Annual General Meeting. The Committee shall give not less than fourteen (14) working days written notice of the meeting to all Members.

### **8.2. Special General Meetings**

- a. The Committee shall convene a Special General Meeting at the request of the Committee or upon receipt of a written requisition by 25% of Members. Such requisition shall set forth the purpose of such meeting. The meeting shall be held within twenty (20) working days of receipt by the Committee of the request or requisition.
- b. The Committee shall give written notice to all Members of all business proposed to be brought before any Special General Meeting at least fourteen (14) working days prior to the date of such meeting.
- c. All the rules applicable to the Annual General Meeting shall, where not inconsistent, apply to a Special General Meeting.

### **8.3. Resolutions**

An Ordinary Resolution of Members at an Annual General Meeting and Special General Meeting is sufficient to pass a resolution, except as specified in the Act or in this Constitution.

### **8.4. Written Resolutions**

A resolution in writing signed or consented to by email or other electronic means by a minimum of 75% of the Members is valid and effectual as if it had been passed at a General Meeting provided the requirements under sections 89 to 92 of the Act are complied with. Any resolution may consist of several documents in the same form each signed by one or more Members.

### **8.5. Attendance**

- a. An Annual or Special General Meeting shall consist of:
  - i. The Playing Members;
  - ii. The Non-Playing Members;
  - iii. The Life Members; and
  - iv. The Committee Members.
- b. The President, Vice President, Secretary and Treasurer shall not be eligible to act as a proxy for any Member.
- c. No Member shall be entitled to act as a proxy for more than one (1) Member at the same meeting.

### **8.6. Chairperson**

At all Annual and Special General Meetings, the Chair will be taken by the President, but if the President is not present, able or willing to take the Chair then the Members present and entitled to vote shall elect a Chairperson for such meeting. The Chairperson so elected shall remain in

the Chair until the arrival of the President. The President shall have a casting vote. Any substituted Chairperson shall not have a casting vote.

8.7. Quorum

- a. No business may occur at any General Meeting unless a quorum is present at the meeting's start time. The quorum for a General Meeting is 10% of the Members who are entitled to vote or twenty (20) Members eligible to vote, whichever is the lower, including Members present by casting votes by electronic means or by proxy. The quorum must always be present during the General Meeting.
- b. If no quorum is present within thirty (30) minutes of the Annual General Meeting's scheduled start time, the Annual General Meeting is adjourned to a day, time and place set by the chair of the Annual General Meeting. If no quorum is present at the further Annual General Meeting, the Members present, in person or attending by audio-visual link or other electronic communication or represented by a proxy or by a combination of such methods, fifteen (15) minutes after the further Annual General Meeting's scheduled start time are deemed to constitute a valid quorum.
- c. If no quorum is present within thirty (30) minutes of the scheduled start time of the Special General Meeting then the Special General Meeting is cancelled.

8.8. Minutes

The Committee must ensure that complete and accurate minutes or other appropriate records are kept in relation to all Annual and Special General Meetings and written resolutions of the Members.

8.9. Voting

- a. A Member is entitled to one (1) vote on any motion at an Annual and Special General Meeting.
- b. A Member may exercise their right to vote either by being present in person or by proxy or by casting an electronic vote where the Member is attending the meeting by audio-visual link or other electronic communications.
- c. Voting is conducted by voices or a show of hands as determined by the Chairperson, unless a secret ballot is called for and approved by the Chair or fifty percent (50%) of the Members present or as otherwise required under this Constitution.

8.10. Proxies

- a. A proxy for a Member is entitled to attend and be heard at an Annual General Meeting or a Special General Meeting as if the proxy were the Member.
- b. A proxy must be appointed by notice in writing signed by the Member and the notice must state whether the appointment is for a particular meeting or a specified term.
- c. No proxy is effective in relation to a meeting unless the proxy notice is produced to the Committee before the start of the meeting.
- d. The form of the proxy is: I [insert name] of [insert address] being a member of the Club appoint [insert name of proxy] as my proxy to speak [and vote] for me at the General Meeting to be held on [insert date] and at any adjournment of that General Meeting. I direct my proxy to vote in the following manner [insert resolutions and whether the proxy is to vote for or against].

- e. Any question as to the acceptance or rejection or validity of a proxy shall be determined by the Chairperson whose decision shall be final.

#### 8.11. Omissions and Irregularities

The General Meeting and its business will not be invalidated if one or more Members do not receive notice of the meeting. The General Meeting and its business will not be invalidated by an irregularity, error or omission in notices, agendas and papers of the meeting or 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 if:

- a. the chair of the meeting in their discretion determines that it is still appropriate for the meeting to proceed despite the irregularity, error, or omission; and
- b. a motion to proceed is put to the meeting and a majority, of two-thirds of votes cast, is obtained in favour of the motion to proceed.

#### 8.12. Order of Business

The business of the Annual General Meeting shall be to:

- a. Confirm the minutes of the previous Annual General Meeting;
- b. Receive, consider and adopt the Annual Report;
- c. Receive, consider and adopt the Financial Statements for the previous financial year together with any amendments sanctioned by the meeting;
- d. Receive and consider notices of any disclosures made in accordance with clauses 12.3 (including a brief summary of the Matters, or types of Matters, to which those disclosures relate);
- e. Election of Officers and/or Committee Members;
- f. Appoint an Auditor (if required);
- g. Consider and transact any business or proposed resolution as may be provided for in the Constitution of which due notice in accordance with the Constitution has been given; and
- h. Transact any general business.

The Committee shall supply to each Member at least fourteen (14) working days prior to the date of the Annual General Meeting a business schedule including a copy of the Annual Report and the Financial Statements.

Any Member requiring any business to be discussed or any resolution to be considered at the Annual General Meeting shall give notice in writing to the Committee of such business or such resolution no later than twenty (20) working days prior to the date fixed for the meeting.

### **AMENDMENT OF CONSTITUTION**

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

This Constitution may be amended by:

- 8.13. A Special Resolution passed by those Members entitled to vote at an Annual General Meeting or Special General Meeting; or
- 8.14. If an amendment to this Constitution would have no more than a minor effect or is to correct errors or makes similar technical alterations, the Committee may give notice of the amendment to every Member stating the text of the amendment and the right of Members to object to the amendment. If the Committee does not receive any objection from Members within twenty (20) working days after the date on which the notice is sent, or any longer period of time that the Committee decides, the

Committee may make that amendment. If it does receive an objection, the Committee may not make the amendment.

## **9. THE COMMITTEE**

### **9.1. Membership**

The Committee shall comprise of at least nine persons elected at the AGM, together known as the Committee of HDF Hockey Club.

The majority of the Committee will comprise of Members of HDF Hockey Club, being either a Playing Member, a Non-Playing Member or a Life Member.

### **9.2. Election of Committee Members**

- a. The Committee will call for nominations for the vacant Committee Member position(s) not less than one (1) month prior to the proposed date of the Annual General Meeting.
- b. Nominations for the vacant Committee Member positions will be received by the Committee not later than ten (10) working days prior to the date of that meeting.
- c. If there is only one (1) nominee for each vacant Committee Member position, then that person or persons will be declared to be elected without the need for a vote.
- d. Should the number of nominations for the Committee Member positions exceed the number for the Committee Member vacancies the election shall be conducted in the following manner:
  - i. As soon as possible after the closing date for nominations the Committee shall send to each Member, a brief resume of each candidate to be provided by each candidate.
  - ii. The election of the Committee Member will be by secret ballot at the Annual General Meeting.
  - iii. The voting papers will be scrutinised by and in the presence of two (2) scrutineers appointed by the Members at the Annual General Meeting for that purpose.
  - iv. The scrutineers shall undertake scrutiny of the election and report to the Chairperson of the Annual General Meeting the result of voting. The vacancies will be filled by candidates who polled the greatest number of votes. If the number of votes for the highest voted candidate is equal to another candidate, a further vote will be held between the tied candidates.
  - v. No Member shall vote for more, but may vote for less, than the number stated on the voting paper for the election of the Committee Member and any voting paper containing more than the number stated on the voting paper for the election of the Committee Member shall be invalid.

### **9.3. Qualification**

Every Committee Member must, in writing:

- a. Consent to be a Committee Member; and
- b. Certify that they are not disqualified from being elected, appointed or holding office as a Committee Member by this Constitution or under section 47 of the Act.

### **9.4. Vacancies**

Should any Committee Member's position become vacant in accordance with the provisions contained in clause 10.6 then the Committee may (or must if committee is less than constitution

allows?) appoint a replacement Committee Member. Such replacement Committee Member shall hold office until the next Annual General Meeting when they shall retire, but they shall be eligible for re-election as a Committee Member. For the purposes of this Constitution such replacement Committee Member will be known as a Committee Member of HDF Hockey Club.

#### 9.5. Term

Each Committee Member will be elected for a term that expires two (2) years from the date of the Annual General Meeting which they were elected at. At the end of each Committee Member's term they will retire as a Committee Member. However, they will be eligible for re-election in accordance with clause 10.2.

#### 9.6. Cessation of Office

The office of any Committee Member will become vacant and that Committee Member will cease to hold office if the Committee Member(s):

- a. term expires; or
- b. resigns his/her office by notice in writing to HDF Hockey Club; or
- c. is absent without leave from two (2) consecutive meetings of the Committee; or
- d. is unfit to continue in the position as voted unanimously by all other Committee Member's; or
- e. is removed from office under this Constitution; or
- f. becomes an undischarged bankrupt; or
- g. is convicted of any offence punishable by imprisonment for a term of two (2) years or more; or
- h. is convicted of any offence punishable by imprisonment for a term of less than two (2) years and is sentenced to imprisonment for that offence; or
- i. becomes a restricted or special patient within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992; or
- j. becomes a person subject to the property order within the meaning of the Protection of Personal Property Rights Act 1988; or
- k. becomes disqualified from being a Committee Member under section 47(3) of the Act; or
- l. dies.

## 10. MEETINGS OF THE COMMITTEE

### 10.1. Convening of Meetings

- a. The Committee will meet at least *eight (8) times* annually.
- b. A meeting of the Committee may be called at any time by the Chairperson or by three (3) Committee Members, but generally the Committee meets monthly.

### 10.2. Minutes

- a. Minutes of the Committee meetings will be kept.

### 10.3. Procedure

- a. Except to the extent specified in the Act or this Constitution, the Committee may regulate its own procedure.

### 10.4. Quorum

- a. Three (3) Committee Members shall form a quorum at meetings of the Committee. A Committee Member forms part of the quorum if that Committee Member is in attendance in person or by any other means approved by the Committee, which shall include audio or audio-visual link or other electronic

communication provided that all persons participating in the Committee Meeting can hear each other effectively and simultaneously.

10.5. Voting

- a. Each Committee Member will have one (1) vote;
- b. The Chairperson of the Committee shall have a deliberative and a casting vote;
- c. All matters will be decided by a majority of votes. Voting may be by voice or a show of hands and if desired by any Committee Member it will be by secret ballot.

10.6. Written Resolutions

A resolution in writing signed or consented to by email or other electronic means by the required majority of the Committee Members is valid as if it had been passed at a meeting of the Committee. Any resolution may consist of several documents in the same form each signed by one (1) or more Committee Members.

10.7. Officers

The Officers shall consist of:

- a. the President;
- b. the Vice-President;
- c. the Secretary; and
- d. the Treasurer.

The Officers shall be elected annually by the Committee, immediately after the Annual General Meeting in each year and shall hold office until the first meeting of the Committee after the next Annual General Meeting, unless the Committee chooses to replace the Officers between Annual General Meetings.

10.8. Chairperson

The Chairperson of the Committee shall be the President, elected annually by the Committee, immediately after the Annual General Meeting in each year and shall hold office until the first meeting of the Committee after the next Annual General Meeting, unless the Committee chooses to replace the Chairperson between Annual General Meetings.

## **11. DUTIES AND POWERS OF THE COMMITTEE**

11.1. Duties of Committee Members

The duties of the Committee Members of the Committee will be to:

- a. act in good faith and in the best interests of HDF Hockey Club and use their powers for a proper purpose;
- b. comply with the Act and any amendments or replacement;
- c. comply with the provisions of this Constitution and any amendments or replacement;
- d. exercise the degree of care and diligence that a reasonable person with the same responsibilities within HDF Hockey Club would exercise in the circumstances applying at the time;
- e. not allow the activities of HDF Hockey Club to be carried on recklessly or in a manner that is likely to create a substantial risk of serious loss to HDF Hockey Club's creditors;
- f. not allow HDF Hockey Club to incur obligations that the Committee Member does not reasonably believe will be fulfilled; and

- g. when exercising powers or performing duties as a Committee Member, the Committee Member(s) may rely on reports, statements and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:
  - i. an employee whom the Committee Member believes on reasonable grounds to be reliable and competent in relation to the matters concerned;
  - ii. a professional advisor or expert in relation to matters that the Committee Member believes on reasonable grounds to be within the person's professional or expert competence; or
  - iii. any other Committee Members or Subcommittee of the Committee on which the Committee Member did not serve in relation to matters within the Committee Member or Subcommittees designated authority, if the Committee Member acts in good faith, makes proper inquiry where the need for inquiry is indicated by the circumstances and has no knowledge that the reliance is unwarranted.

#### 11.2. Powers of the Committee

The Committee shall be the executive of HDF Hockey Club and will:

- a. promote an image of hockey consistent with HDF Hockey Club's Purposes;
- b. give notice of all Annual General Meetings or Special General Meetings and be able to call a Special General Meeting;
- c. employ any person(s) that the Committee think appropriate and enter into an employment contract with such remuneration and on such terms and conditions as the Committee shall think fit;
- d. adopt and regularly review a Strategic Plan for HDF Hockey Club which shall include goals and objectives and measures of short term and long-term success;
- e. adopt an annual operational plan and budget for financial performance and to monitor results against the annual operation plan and budget. The budget for each year will be tabled at each Annual General Meeting;
- f. control expenditure and raise any money as provided for in the Powers of HDF Hockey Club;
- g. ensure that HDF Hockey Club has in place all the necessary internal reporting systems and controls together with the means of monitoring performance and results;
- h. adopt, make, repeal and amend bylaws, policies, rules and regulations, as it thinks expedient, for the management of or for the furtherance of HDF Hockey Club's Purposes and for the regulation and control of any competition or matches under HDF Hockey Club's jurisdiction, including the authority to impose any penalty upon any Member or Members, which are found guilty of breaching any of the rules, bylaws, policies or regulations of HDF Hockey Club or for refusing to give effect any resolution passed by the Committee or any Annual or Special General Meeting;
- i. have the power to make rules for its own, such rules will be valid until revoked;
- j. administer the affairs of HDF Hockey Club in accordance with the Purposes and powers conferred by this Constitution and by any rules or resolutions passed at an Annual or Special General Meeting. However, where a matter arises that, in the opinion of the Committee, is not provided for in this Constitution the Committee will have the power to determine such matter as the Committee thinks fit;
- k. ensure that HDF Hockey Club meets its obligations to North Harbour Hockey Association and Hockey New Zealand;

- l. appoint Subcommittees which consist of Committee Member and/or other members of the community and to delegate to them such powers and responsibilities as it shall determine. The Subcommittees shall report as directed by the Committee. The Chairperson or a Committee Member nominated by him/her shall have the right to attend any meeting of any Subcommittee;
- m. have the ability to invest and expend such funds as the Committee may consider necessary for carrying out the Purposes of HDF Hockey Club, including the ability to invest any property, assets and income in a manner appropriate for a professional trustee operating under New Zealand law. The Committee may by resolution delegate the investment and management of its investments to a Fund Manager;
- n. have the ability to open and operate in the name of HDF Hockey Club such banking accounts as deemed necessary; and
- o. have the power to enter into any agreement in the name of and on behalf of HDF Hockey Club for sharing profits, or for mutual assistance with any Member, person or persons, body corporate, trust, company or partnership which it may seem to the Board is capable of directly or indirectly benefiting HDF Hockey Club.

#### 11.3. Interests

- a. The Committee must keep a register of interest disclosures made by Committee Members.
- b. A Committee Member who is Interested in a Matter relating to HDF Hockey Club must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Committee, as soon as practicable after the Committee Member becomes aware that they are interested in the Matter and include it in the register of interests.
- c. A Committee Member who is Interested in a Matter:
  - i. must not vote or take part in a decision of the Committee relating to the Matter, unless all non-interested Committee Members consent;
  - ii. must not sign any document relating to the entry into a transaction or the initiation of the Matter, unless all non-interested Committee Members consent;
  - iii. must not take part in any Committee discussions relating to the Matter or be present at the time of the Committee decision, unless all non-interested Committee Members consent; and
  - iv. may be counted for the purposes of determining whether there is a quorum at any meeting at which the Matter is considered.
- d. Despite clause 12.3.(c) if 50% or more Committee Members are Interested in a Matter, a Special General Meeting must be called to consider and determine the Matter.
- e. The Committee must notify Members of a failure to comply with this clause, and of any transaction affected, as soon as practicable after becoming aware of the failure.

#### 11.4. Policies

- a. The Committee will have the power to adopt, make, repeal and amend any policy, which in its sole discretion thinks fit, to govern and regulate the Members of HDF Hockey Club.
- b. These policies include, but are not limited to, a Code of Conduct.

#### 11.5. Patrons

A person may be invited by the Committee to be a Patron to show their support for the Club and to help establish or maintain public credibility of the Club. A Patron is entitled to attend and speak at General Meetings but has no right to vote.

## **12. INDEMNITY AND INSURANCE FOR COMMITTEE MEMBERS**

To the extent permitted by law, HDF Hockey Club may indemnify a Committee Member in respect of:

- 12.1. liability for any act or omission in his or her capacity as a Committee Member; and
- 12.2. costs incurred by that Committee Member in defending or settling any claim or proceeding relating to any such liability, not being criminal liability or liability in respect of a breach of any fiduciary duty owed to HDF Hockey Club and provided the Committee Member, has at all times, acted in good faith and for a proper purpose in the pursuance of his or her role and responsibilities.

HDF Hockey Club may, with the prior approval of the Committee, effect insurance for a Committee Member in respect of:

- a. liability, not being criminal liability, for any act or omission in his or her capacity as a Committee Member; or
- b. costs incurred by that Committee Member in defending or settling any claim or proceeding relating to any such liability; or
- c. costs incurred by that Committee Member in defending any criminal proceedings that have been brought against the Committee Member in relation to any act or omission in his or her capacity as a Committee Member and in which he or she is acquitted.

Committee Members voting in favour of authorising the effecting of insurance under clause 13.2 must sign a certificate stating that, in their opinion, the cost of effecting the insurance is fair to HDF Hockey Club.

The Committee must ensure that particulars of any indemnity given to, or insurance effected for, any Committee Member are entered in an interests register.

This clause is intended to be enforceable by each current or former Committee Member.

## **13. FINANCE, ANNUAL REPORT AND AUDIT**

### **13.1. Membership Fees**

The Membership Fees of HDF Hockey Club are set by:

- a. The Committee will decide any membership fees and other fees payable by the Members and the due date for those fees. The Committee may determine different levels of membership fees and other fees for different types of Membership. For the avoidance of doubt, the Committee is not obliged to set a membership fee for each type of Membership.

### **13.2. Funds**

The funds and property of HDF Hockey Club will be in the control of the Committee which will ensure that all funds and property will be devoted solely to the promotion of the Purposes as set out in clause 3.

### **13.3. Financial Accounts and Auditor**

- a. The Committee will cause HDF Hockey Club's accounts to be kept in respect of all matters relating to the financial administration of HDF Hockey Club in

accordance with Generally Accepted Accounting Principles (GAAP) standards and will prepare within one-hundred and fifty (150) days after the completion of each financial year annual financial statements for the period in readiness for the Annual General Meeting.

- b. The financial statements must be reviewed or audited each year and the reviewed or audited financial statements must be submitted to the Annual General Meeting.
- c. The person undertaking the audit or review will be appointed by the Committee. The Committee will have the power to fill any temporary vacancy in the office of auditor.

13.4. Financial Year

The financial year of HDF Hockey Club shall end on the 30th of September in each year and may be altered from time to time by an Ordinary Resolution at an Annual General Meeting passed in favour of such resolution.

13.5. Indemnity

The Committee shall be provided with indemnity from and against all losses and expenses incurred in the discharge of their respective duties.

#### **14. COMMON SEAL**

- 14.1. The Common Seal of HDF Hockey Club shall be held in the custody of the [President/Secretary] and shall be affixed only by resolution of the Committee and attested by two (2) Committee Members, and details of every use of the Common Seal shall be entered by the Secretary in a register kept for such purpose.

#### **15. COLOURS**

- 15.1. The predominant playing colours of teams representing HDF Hockey Club shall be Maroon and White.
- 15.2. The alternative playing colours of teams representing HDF Hockey Club shall be Teal and Black.

#### **16. PECUNIARY GAIN**

- 16.1. Prohibition of Personal Benefit
  - a. All income, benefit or advantage must be applied to the Purpose.
  - b. No Member or Committee Member or any person associated with a Member or Committee Member shall participate in or materially influence any decision made by HDF Hockey Club in respect of the payment to or on behalf of that Member or Committee Member or associated person of any income, benefit or advantage whatsoever.
  - c. Any payments made must be for goods or services that advance the Purpose and must be reasonable and relative to payments that would be made between unrelated parties.
  - d. The provision and effect of this clause must not be removed from this Constitution and must be included and implied into any document replacing the Constitution.
  - e. For the avoidance of doubt, "Pecuniary gain" does not include the payment of salaries or the winning of trophies or prizes.

#### **17. CODE OF CONDUCT**

- 17.1. All players, team management, officials or spectators participating or attending a tournament, competition or match over which North Harbour Hockey Association has jurisdiction will be bound by the North Harbour Hockey Association Code of Conduct as amended from time to time.

## **18. VIOLATION OF CONSTITUTION**

- 18.1. Any Member which is found to be in breach of this Constitution, Regulations, Bylaws or decision of the Committee may be subject to any sanctions deemed appropriate by an independent HDF Hockey Club Judicial Committee consistent with the North Harbour Hockey Association Code of Conduct.

## **19. DISPUTES IN RELATION TO BYLAWS AND POLICIES**

- 19.1. **Committee to Rule**  
The Committee will, subject to the provisions set out in the Code of Conduct and any Bylaws, policies or regulations, act as the decision-making body with respect to disputes involving points of law as it relates to Bylaws and policies.
- 19.2. **North Harbour Hockey Association to Rule**  
A further appeal may be made to the North Harbour Hockey Association. An appeal to North Harbour Hockey Association under this rule must be made within ten (10) working days of the Committee's decision being promulgated and shall be accompanied by a deposit, in such amount as may from time to time be stipulated by North Harbour Hockey Association, to be forfeited should North Harbour Hockey Association's Court of Appeal so decide. The Decision of that Court of Appeal shall be final.

## **20. DISPUTE RESOLUTION**

- 20.1. The following provisions will apply to any disagreement between Members, Committee Members, and/or HDF Hockey Club that relates to an allegation that:
- a. a Member or a Committee Member has engaged in misconduct; or
  - b. a Member or a Committee Member or HDF Hockey Club has breached or is likely to breach, a duty under the Constitution or the Act; or
  - c. a Member's rights or interests as a Member have been damaged or Members' rights or interests generally have been damaged,
- (each, a "Dispute").
- 20.2. A Member, Committee Member or HDF Hockey Club may make a complaint by giving written notice to the Committee that:
- a. states that the Member, Committee Member or HDF Hockey Club is starting a procedure for resolving a Dispute in accordance with this clause 21 ;
  - b. sets out the allegation, or allegations to which the Dispute relates and whom the allegation is against; and
  - c. sets out any other information reasonably required by the Committee,
- (each, a "Complaint").
- 20.3. In the event of a Complaint arising under the provisions of this clause, the parties shall first attempt to resolve the Dispute through good faith negotiations.
- 20.4. If the Dispute cannot be resolved through good faith negotiations within fifteen (15) working days, the parties agree to submit the Dispute to mediation. The mediation shall be conducted by a mediator agreed upon by the parties, or if the parties cannot

agree on a mediator, a mediator shall be appointed by Sport New Zealand. The costs of mediation shall be shared equally by the parties.

- 20.5. If the Dispute is not resolved by mediation within twenty (20) working days from the appointment of the mediator, the Dispute shall be referred to and finally resolved by the Sports Tribunal of New Zealand (STNZ).

## **21. WINDING UP OF CLUB**

- 21.1. The affairs of HDF Hockey Club may be wound up upon a Special Resolution recorded at an Annual or Special General Meeting called for that purpose, provided that a second Special General Meeting is held at least thirty (30) days after the first meeting to pass an Ordinary Resolution confirming the earlier decision to wind up HDF Hockey Club.
- 21.2. If upon the winding up or dissolution of HDF Hockey Club there remains after the satisfaction of all its debts and liabilities, any property whatsoever the same shall not be paid or distributed among the Members, but shall be given or transferred to some other not-for-profit organisation or organisations, as defined by section 5(3) of the Act, which has a similar Purpose to HDF Hockey Club, or to some other charitable organisation or purpose, within New Zealand.

## **22. MATTERS NOT PROVIDED FOR**

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

## **23. TRANSITION**

- 23.1. **Transition of Committee Members**  
Every Committee Member who was a Committee Member immediately prior to the commencement of this Constitution will continue as a Committee Member under this Constitution.
- 23.2. **Transition of Members**  
Subject to this Constitution, every Member which was a member of HDF Hockey Club and recorded on the Member Register immediately prior to the commencement of this Constitution, continues as a Member.
- 23.3. **Transition of Bylaws and Policies**  
All bylaws, policies, regulations of HDF Hockey Club which were in force immediately prior to this Constitution or any previous Constitution coming into force continue in force, until such time as they are revoked by the Committee. If any of those bylaws, policies, regulations are inconsistent with this Constitution (whether in whole or in part), the Committee will determine the matter as it sees fit, to the extent of any such inconsistency.