



# **Papamoa Surf Life Saving Club Incorporated**

## **Constitution**

**Adopted at Annual General Meeting  
on 5 August 2012**

**Commenced from  
5 August 2012**

**Amended at Annual General  
Meeting held 25 July 2021**

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# **Papamoa Surf Life Saving Club Incorporated**

## **Constitution**

### **Part I – Objects & Powers**

#### **1. Name & Registered Office**

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- 1.1 The name of the incorporated society is Papamoa Surf Life Saving Club Incorporated (the “Club”).
- 1.2 The registered office of the Club is located at such place as determined by the Club Board from time to time.

#### **2. Objects**

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- 2.1 The primary object of the Club is to promote, develop, and deliver Surf Life Saving as a charitable service and prevent drowning and injury of those swimming and undertaking activities at beaches and other aquatic environments by providing lifesaving, patrol services, and other programmes and services at Papamoa Beach and at other locations as determined by the Club for the safety and recreation of the general public.
- 2.2 To facilitate the primary object the Club’s further objects are to:
- a. seek and promote membership of the Club;
  - b. liaise and co-operate with SLSNZ and other member clubs of SLSNZ to promote, develop, and deliver Surf Life Saving;
  - c. be a member of SLSNZ and make available and enforce the rules of Surf Life Saving and SLSNZ;
  - d. promote the health and safety of all participants in Surf Life Saving;
  - e. encourage participation and achievement in Surf Life Saving;
  - f. have athletes and teams achieving success in Surf Life Saving;
  - g. establish, promote, and stage Surf Life Saving competitions and events;
  - h. enforce the applicable rules for Surf Life Saving competitions and events;
  - i. encourage and promote Surf Life Saving as a sport and activity to be undertaken in a manner which upholds the principles of fair play, achievement, and is free from doping;
  - j. maintain and enhance the reputation of the Club, SLSNZ, and Surf Life Saving through the implementation of standards and practices which fulfil these Objects and the objects of SLSNZ;

- k. give, and seek where appropriate, recognition for Members to obtain awards or public recognition for Surf Life Saving or other services to the Club or the community;
- l. seek and obtain improved facilities and equipment to facilitate the provision of improved Surf Life Saving services;
- m. provide information, assistance, and resources to its Members and the public;
- n. develop and train lifeguards, instructors, competitors, officials, coaches, managers, leaders, Board members and other personnel involved in Surf Life Saving;
- o. liaise and co-operate with other organisations to develop, encourage, and promote water safety messages and programmes;
- p. represent the interests of the Members of the Club at general meetings and other meetings of SLSNZ;
- q. act in good faith and loyalty to ensure the maintenance and enhancement of the Club and Surf Life Saving, its standards, quality, and reputation for the collective and mutual benefit of the Members and Surf Life Saving;
- r. at all times operate with, and promote, mutual trust and confidence with its Members, SLSNZ, and other member clubs of SLSNZ in pursuit of these Objects; and
- s. at all times act on behalf of, and in the interests of, its Members and Surf Life Saving.

### **3. Powers & Responsibilities**

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- 3.1 Powers: the Club has the power, subject to this Constitution and the SLSNZ Constitution, to do the following:
- a. make, alter, rescind and enforce this Constitution, and any rules, regulations, policies and procedures for the governance, management and operation of the Club;
  - b. establish and maintain the Club Board, sub-committees, and other groups and to delegate its powers and functions to such groups;
  - c. determine its membership including withdrawing, suspending or terminating Members;
  - d. enter into, manage and terminate contracts or other arrangements with employees, sponsors, Members, and other persons and organisations;
  - e. purchase, lease, hire or otherwise acquire, hold, manage, maintain, insure, sell or otherwise deal with property, equipment, and other rights, privileges and licences;
  - f. control and raise money including borrow, invest, loan or advance monies and secure the payment of such money by way of mortgage or charge over all or part of any of its property and enter into guarantees;

- g. 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;
- h. construct, maintain, and alter any buildings, premises, or facilities, and carry out works it considers necessary or desirable for the advancement or improvement of such buildings, premises, or facilities;
- i. determine, raise and receive money by subscriptions, donations, fees, levies, entry or usage charges (including usage charges for the Papamoa Surf Club building), sponsorship, government funding, community and/or trust funding, or otherwise;
- j. produce, develop, create, own, licence, and otherwise exploit, use, and protect intellectual property;
- k. undertake research into Surf Life Saving and related matters to fulfil the objects of the Club;
- l. publish information to promote the Club by any media (such as newsletters, articles, brochures, and the internet) provided such publication is done in accordance with any applicable SLSNZ Regulations;
- m. delegate powers of the Club to the Club Board or any sub-committee or any person;
- n. organise and control Surf Life Saving competitions, events and programmes administered by the Club, and provide trophies and prizes for the same;
- o. organise social events for Members and the promotion of the Club;
- p. enforce the rules of any Surf Life Saving competition it holds in accordance with any applicable Regulations;
- q. select Club representative squads, teams, individuals, coaches, and other officials to participate in Surf Life Saving events;
- r. resolve disputes in accordance with this Constitution, the SLSNZ Constitution, and the Regulations;
- s. award, grant, or otherwise honour achievements in, and service to, the Club;
- t. purchase or otherwise acquire all or any part of the property, assets and liabilities of any one or more companies, institutions, incorporated societies, or organisations whose activities or objects are similar to those of the Club, or with which the Club is authorised to amalgamate or generally for any purpose designed to benefit the Club; and
- u. do any other acts or things that are incidental or conducive to the attainment of the objects of the Club.

3.2 Responsibilities: The Club is responsible for promoting, developing, enhancing and protecting Surf Life Saving primarily at Papamoa Beach and at other locations as determined by the Club, and in particular for:

- a. preventing drowning and injury of those swimming and undertaking activities at beaches and other aquatic environments by providing lifesaving, patrol services, and other programmes and services;
- b. developing strategies, policies, programmes, and initiatives for the Club;
- c. delivering SLSNZ programmes, activities, initiatives and events at the Club to encourage participation in Surf Life Saving;
- d. seeking and securing revenue, funding, grants, and sponsorship for the delivery of the Club's strategies, programmes and initiatives;
- e. implementing SLSNZ's systems and standards for the consistent and efficient management and administration of Surf Life Saving;
- f. identifying and developing talent and selecting Club teams and representatives;
- g. implementing initiatives to encourage the retention and recruitment of individuals participating in Surf Life Saving;
- h. appointing delegates to attend SLSNZ General Meetings and other meetings in accordance with the SLSNZ Constitution;
- i. applying its property and capacity in pursuit of the Objects of SLSNZ and Club and Surf Life Saving;
- j. doing all that is reasonably necessary to enable the Objects of SLSNZ and the Club to be achieved;
- k. acting in good faith and with loyalty to SLSNZ to ensure the maintenance and enhancement of SLSNZ and Surf Life Saving, and its reputation, and to do so for the collective and mutual benefit of SLSNZ Members and Surf Life Saving;
- l. operating with, and promoting, mutual trust and confidence between SLSNZ and SLSNZ Members;
- m. at all times, acting in the interests of SLSNZ Members and Surf Life Saving; and
- n. consulting with the SLSNZ Board prior to any merger or amalgamation with another Member Club of SLSNZ.

## Part II – Membership

### 4. Members

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- 4.1 **Club Members:** The Club shall have as its Members such individuals, companies or organisations as the Club Board considers appropriate having regard to the character and standing of such individuals, companies or organisations provided that the membership is consistent with the SLSNZ Constitution and Regulations. For the purposes of this Constitution, the types of Members of the Club are as set out below:
- a. **Lifeguard Members:** a Lifeguard Member is a person who holds a refreshed SLSNZ Lifeguard Award and who has been accepted as a Lifeguard Member by the Club in accordance with Rule 5. Lifeguard Members may be classified into sub-categories of membership by the Club for the purposes of calculating membership subscriptions; and
  - b. **Patrol Support Members:** a Patrol Support Member is a person who holds a current SLSNZ Patrol Support certification and who has been accepted by the Club as a Lifeguard Patrol Support person;
  - c. **Associate Club Members:** an Associate Club Member is a person who has a direct family link to a current and active Lifeguard Member, Patrol Support Member, Junior Club Member or Life Member and who has been accepted as an Associate Club Member by the Club in accordance with Rule 5; and
  - d. **Community Associate Members:** a Community Associate Member is a person who has an interest in Surf Life Saving, who wishes to support the PSLSC and attend the Club for Club approved community functions, e.g. Club nights. Any Community Associate Member will need to be accepted in accordance with Rule 5; and
  - e. **Corporate or Organisation Associate Members:** a Corporate or Organisation Associate Member is a company or organisation with an interest in Surf Life Saving and who is interested in being part of the Club mainly for use of the Club's facilities. Any company or organisation will need to be accepted in accordance with Rule 5;
  - f. **Life Members:** a Life Member is a person who has been granted life membership of the Club in recognition and appreciation of long term service to the Club in accordance with Rule 6.
- 4.2 **Change in Membership Status:** The relevant category of membership for a Member may change during the year. If this occurs, the Member agrees to pay any additional fee(s) (if required) to cover such change.

### 5. Becoming a Member

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- 5.1 **Membership Applications:** Any person, company or organisation wishing to apply to be a Member of the Club must:
- a. complete the application for membership as prescribed by the Club and SLSNZ;

- b. if a natural person under the age of eighteen (18), their application must be signed on their behalf by their parent or legal guardian; and,
  - c. if a company or organisation the application must be signed by duly authorised company directors or officers of the organisation;
  - d. pay any applicable membership fees of the Club.
- 5.2 Process: On receipt of an application for membership, the Club Board (or such other person(s) as designated by the Club Board) will determine if the application is to be accepted, and if accepted will determine the category of membership for that Member in accordance with any applicable Regulations, and any policies or guidelines of the Club. Transfer of membership from another club shall be considered an application for membership of the Club. Online transfer of membership from another club does not give automatic right to membership of the Club.
- 5.3 Duration of Membership: Subject to Rule 8 (Membership Fees & Other Fees) and Rule 10 (Resignation, Suspension, and Termination of Membership) the duration of membership of:
  - a. Membership is annual commencing on the date of joining in each year and concluding on 31 May (so that membership is always twelve (12) months or less); and
  - b. Life Membership is granted for the lifetime of the Life Member.
- 5.4 Renewal of Membership: Membership of the Club may be renewed annually upon payment of any applicable membership fees to the Club without the need to complete the process specified in Rule 5.1a. The annual 'roll-over' of membership, whether initiated by the Club and/or SLSNZ on or about 1 July annually, does not confer an automatic right to membership of the Club. The Club Board will determine if these roll over member applications are to be accepted by 30 August annually.
- 5.5 Transfers: Transfers of membership between clubs must be done in accordance with any applicable SLSNZ Regulations or policies.

## **6. Life Members**

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- 6.1 Nomination: Nominations for life membership may be made by any Member, the Club Board, or the nominee in accordance with the criteria set by the Club's Board of Directors.
- 6.2 Election: Life Members will be elected by the Members at a General Meeting by Special Resolution.
- 6.3 List of Life Members: The Club will maintain a list of all Life Members of the Club and ensure that their details are included in the Register in accordance with Rule 12 (Register of Members).
- 6.4

## **7. Rights & Privileges of Membership**

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- 7.1 Lifeguard Members:** Subject to Rule 10 (Resignation, Suspension, and Termination of Membership) and for the period of their membership, all Lifeguard Members who have paid their membership fees will be entitled to:
- a. undertake lifeguard duties in accordance with their awards, training and appointment/s as specified by the Club and/or SLSNZ
  - b. compete for the Club in Surf Life Saving competitions and events if chosen as a Club representative (subject to Club's Lifeguard Patrolling and Sport Selection policies);
  - c. use the Club's facilities and equipment as permitted by the Club;
  - d. participate in programmes and activities offered by the Club;
  - e. at their own cost attend and speak at all General Meetings of the Club (either directly, or if under 18 years of age through their parent or other legal guardian);
  - f. if 18 years or over, vote at all General Meetings of the Club;
  - g. if over 18 years of age, be elected as a member of the Club Board in accordance with Rule 14 (Club Board); and
  - h. if over 18 years of age, be elected or appointed as a Delegate to represent the Club at general meetings of SLSNZ.
- 7.2 Patrol Support Members:** Subject to Rule 10 (Resignation, Suspension, and Termination of Membership) and for the period of their membership, all Patrol Support Members who have paid their membership fees will be entitled to:
- a. undertake patrol support duties in accordance with their awards, training and appointment/s as specified by the Club and/or SLSNZ
  - b. use the Club's facilities and equipment as permitted by the Club;
  - c. participate in programmes and activities offered by the Club;
  - d. at their own cost attend and speak at all General Meetings of the Club (either directly, or if under 18 years of age through their parent or other legal guardian);
  - e. if 18 years or over, vote at all General Meetings of the Club;
  - f. if over 18 years of age, be elected as a member of the Club Board in accordance with Rule 14 (Club Board); and
  - g. if over 18 years of age, be elected or appointed as a Delegate to represent the Club at general meetings of SLSNZ.
- 7.3 Associate Club Members:** Subject to Rule 10 (Resignation, Suspension, and Termination of Membership) and for the period of their membership, all Associate Members who have paid their membership fees will be entitled to:

- a. use the Club's facilities and equipment as permitted by the Club;
- b. participate in programmes and activities offered by the Club;
- c. at their own cost attend and speak at all General Meetings of the Club (either directly, or if under 18 years of age, through their parent or other legal guardian);
- d. vote at all General Meetings of the Club - if 18 years or over, and having been an Associate Club Member for not less than three years, and having been a Director on the Club Board, or a committee member of either the Life Guarding, Surf Sports or Junior Surf Committees for not less than three years;
- e. if over 18 years of age, be elected as a member of the Club Board in accordance with Rule 14 (Club Board); and
- f. if over 18 years of age, be elected or appointed as a Delegate to represent the Club at general meetings of SLSNZ.

**7.4 Community Associate Member** - Subject to Rule 10 (Resignation, Suspension, and Termination of Membership) and for the period of their membership, all Community Associate Members who have paid their membership fees will be entitled to:

- a. use the Club's food, beverage and function services when made available by the Club, and participate in programmes and activities offered by the Club, where such programmes and activities specifically include Community Associate Members.

For the avoidance of doubt, Community Associate Membership shall not confer any voting rights, rights to be elected to the Club Board, or rights to be appointed as a Delegate to represent the Club at general meetings of SLSNZ.

**7.5 Corporate or Organisation Associate Members:** Subject to Rule 10 (Resignation, Suspension, and Termination of Membership) and for the period of its membership, all Corporate or Organisation Members that have paid membership fees will be entitled to:

- a. use the Club's service and function facilities as permitted by the Club upon payment of all usage charges and in compliance with all terms and conditions of use of Club facilities as determined from time to time by the Board;
- b. participate in programmes and activities offered by the Club where such programmes and activities specifically include Corporate or Organisation Associate Membership;
- c. at their own cost attend and speak (one nominee per Corporate/Organisation) at all General Meetings of the Club.

For the avoidance of doubt, Corporate or Organisation Associate Membership shall not confer any voting rights, rights to be elected to the Club Board, or rights to be appointed as a Delegate to represent the Club at general meetings of SLSNZ.

- 7.6 **Life Members:** Subject to Rule 10 (Resignation, Suspension, and Termination of Membership), all Life Members will be entitled to:
- a. use the Club's facilities and equipment as permitted by the Club;
  - b. participate in programmes and activities offered by the Club;
  - c. at their own cost attend, speak, and vote at all General Meetings of the Club;
  - d. membership without payment of any membership fees;
  - e. be elected as a member of the Club Board in accordance with Rule 14 (Club Board); and
  - f. be elected or appointed as a Delegate to represent the Club at general meetings of SLSNZ.

## **8. Membership Fees & Other Fees**

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- 8.1 **Membership Fee:** The Club Board will determine:
- a. the membership fee(s) and any other fees payable by each Member;
  - b. the due date for the fee(s); and
  - c. the manner of payment for the fee(s).
- 8.2 **Differing Fees:** The Club Board may differentiate between different categories of Members, or within the same category of Members, as to the annual fees or subscriptions that each category of Member must pay to the Club. The Club Board may offer Members discounts for prompt payment, and may impose reasonable penalties for late payment.
- 8.3 **Failure to pay Membership Fee:** Each Member must pay the membership fee(s) by the due date specified by the Club Board. Failure to pay the membership fee(s) by the due date (or by any subsequent date agreed to in writing by the Club Board) will mean the individual concerned is no longer a Member of the Club, and all rights and privileges enjoyed as a Member will cease to apply, but that would not excuse the individual from being bound by this Constitution.
- 8.4 **Other Fees:** The Club Board may determine any other fees in addition to those specified in Rule 8.1a that are payable by Members and other participants at competitions, events, and activities held by or under the auspices of the Club, including at any facilities owned by, or under the control of, the Club. Failure to pay other fee(s) by the due date (or by any subsequent date agreed to in writing by the Club Board) will mean the individual concerned is no longer entitled to use the equipment, facilities and/or services the subject of the other fee, and all rights and privileges the Member obtains from payment of the other fee will cease to apply. For the avoidance of doubt such non- payment of other fees shall not excuse the individual from being bound by this Constitution.

## **9. Member Obligations**

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9.1 Members acknowledge and agree that:

- a. this Constitution constitutes a contract between each of them, the Club, and SLSNZ, and that they are bound by this Constitution, the SLSNZ Constitution, the Regulations, and any policies and procedures of the Club and SLSNZ;
- b. they will comply with and observe this Constitution, the SLSNZ Constitution, the Regulations, and any policies and procedures of the Club, and SLSNZ, and any determination, resolution or decision which may be made or passed by the Club Board;
- c. they are subject to the jurisdiction of the Club and SLSNZ;
- d. this Constitution, the SLSNZ Constitution, the Regulations, and any policies and procedures of the Club and SLSNZ, are necessary and reasonable for promoting the objects of the Club and SLSNZ;
- e. this Constitution, the SLSNZ Constitution, the Regulations, and any policies and procedures of the Club and SLSNZ, are made in the pursuit of a common object, namely the mutual and collective benefit of the Club, SLSNZ, and Surf Life Saving.

9.2 In order to receive or continue to receive entitlements Members must meet all requirements of membership set out in this Constitution or as otherwise set by the Club Board.

## **10. Resignation, Suspension & Termination of Membership**

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10.1 A Member may have their membership ended by:

- a. resignation under Rule 10.2
- b. termination for default in fees under Rule 10.3; or
- c. termination under Rule 10.4;

10.2 **Resignation of Membership:** A Member may resign from their membership of the Club by giving notice in writing to the Club Board (or such person(s) as designated by the Club Board). Upon the expiration of the notice period, and provided that the Member has paid all arrears of membership fees and any other fees due and payable by the Member, the Member would cease to be a Member. In the absence of any written notice of resignation, the Member's membership would be deemed to have been resigned once the ninety (90) Day period referred to in Rule 10.3 has passed.

10.3 **Termination for Default in Fees:** A Member will have his or her membership of the Club terminated if any fees are due and outstanding to the Club. Before such termination can occur the Club Board must give the Member written notice specifying the payment(s) due and demanding payment by a due date, being not less than seven (7) Days from the date of the demand. If payment is not made by the due date, membership will be suspended pending payment. If such suspension continues for

more than ninety (90) Days, the Member will have their membership automatically terminated on the expiry of such period.

- 10.4 Termination: At a Board Meeting of the Club, the Board may resolve to terminate membership of any Member if the Club Judicial Committee makes a recommendation to do so provided that a motion to that effect is notified in accordance with this Constitution.
- 10.5 Consequences of Termination: A Member who ceases to be a Member of the Club (whether by resignation or termination of membership) will forfeit all rights in and claims upon the Club and SLSNZ and the property (including Intellectual Property) of the Club and SLSNZ, and cannot use any property (including intellectual property) of the Club or SLSNZ.
- 10.6 Relationship with SLSNZ: A Member who resigns from the Club or has their membership terminated by the Club will be deemed to have also withdrawn or terminated their membership of SLSNZ.
- 10.7 Reinstatement: Where a person has had his or her membership of the Club suspended or terminated, his or her membership may only be reinstated at the discretion of the Club Board.
- 10.8 Appeals: A Member may only appeal a decision made under this Rule to SLSNZ in accordance with the SLSNZ Constitution and Regulations.

## **11. Discipline**

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- 11.1 Discipline: If the Club Board considers that any Member has or may have:
  - a. breached, failed, refused, or neglected to comply with a provision of this Constitution, the SLSNZ Constitution, the Regulations, or any other resolution or determination of the Club Board, or under any rules of (or in connection with) an Event; or
  - b. acted in a manner unbecoming of a Member or prejudicial to the objects or the interests of the Club, SLSNZ and/or Surf Life Saving; or
  - c. brought the Club, SLSNZ, or any other Member or Surf Life Saving into disrepute;
- 11.2 the Club Board may:
  - i. refer the matter to a Club Judicial Committee (consisting of three (3) persons with experience in disciplinary matters, at least one (1) of whom is a current member of the Club Board or President) for investigation or determination in accordance with the principles of natural justice and any applicable rules relating to the Club Judicial Committee's procedure (unless a Regulation specifies otherwise). The Club Judicial Committee may impose any sanction on the Member as it sees fit other than termination of membership which must be done in accordance with Rule 10.4 (Termination); or

- ii. make its own enquiries (including appointing a person independent of the Club Board to undertake such enquiries and provide a recommendation to the Club Board), and impose any sanction that it has authority to impose on the Member under this Constitution, other than termination of membership which must be done in accordance with Rule 10.4 (Termination), provided it has complied with the principles of natural justice.

11.3 Procedure: Before any decision under Rule 10.4 is made the Member concerned:

- a. must be given fourteen (14) Days written notice by the Club Board of the proposed resolution to terminate their membership, and
- b. have the right to be present, make submissions, and be heard at the Club Board meeting in which the proposed resolution is to be determined.

11.4 Suspension: If the Club Board considers a Member has, or may have, engaged in one or more of the circumstances in Rules 11.1a to 11.1c, and it believes it is in the best interests of the Club to do so, it may suspend the Member pending determination of the disciplinary matter in accordance with this Rule 10. Before invoking any such suspension, the Member must be given notice of the proposed suspension and the right to be heard.

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

- a. not be entitled to attend, speak, or vote at a General Meeting;
- b. not be entitled to continue to hold office in any position within the Club or SLSNZ;
- c. not be entitled to any other privileges or benefits to which he or she would otherwise be entitled including participation in any competition, activity, event, function, or meeting of the Club or SLSNZ; and
- d. have their membership of SLSNZ suspended.

## **12. Register of Members**

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12.1 Register: The Club must keep and maintain a Register of Members in accordance with the Act and the Regulations.

12.2 Privacy: The collection of any personal information for the Register of Members must comply with the Privacy Act 2020. Any entry on the Register of Members must be available for inspection by Members upon reasonable request and in compliance with the Privacy Act 1993.

12.3 Changes: All Members must provide written notice of any change to their name, address and other contact details to the Club within fourteen (14) Days of such change.

## **Part III – Elected Officers**

### **13. President**

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- 13.1 The President shall be elected annually at the AGM. If not elected at the AGM then the Club Board may offer the position to suitable members in accordance with the President's position description;
- 13.2 She or he shall hold office for one (1) year until the conclusion of the next AGM;
- 13.3 The President may be re-elected for subsequent and consecutive terms of office;
- 13.4 The President may attend and speak at Board meetings but will have no right to vote;
- 13.5 The President may attend and speak at General Meetings and have the right to vote.

### **14. Club Board**

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- 14.1 Role of the Club Board: The Club Board is responsible for governance matters and ensuring the Club meets its legal and financial requirements to deliver the Club's objects as per Rule 2 (Objects). Subject to this Constitution, the Club Board may exercise all the powers of the Club and do all things that are not expressly required to be undertaken by the Club at a General Meeting.
- 14.2 Composition of the Club Board: The Club Board shall comprise of six (6) directors as appointed by 14.4 (not limiting the Club Board's ability to Co-Opt Directors under Rule 14.8).
- 14.3 Chair: The Chair shall be elected by the Directors at the first Board meeting following the elections at the AGM. The Chair may be re-elected for subsequent and consecutive terms of office. The Chair will attend and Chair General Meetings of the Club. The Chair will be entitled to a casting vote for Board meetings and General Meetings. The Chair will carry out the functions and duties as prescribed by the Club Board. If the Chair is unavailable for any reason, then the Club Board may appoint another person to chair meetings during the period of unavailability.
- 14.4 Election of Club Board: The Board Members shall be elected by a majority of the Members present and entitled to vote at a General Meeting. Notice of the date on which nominations for Board Members close will be included in, or accompany, the notice of General Meeting. If the number of nominees for the Club Board:
  - a. is equal to the number of vacancies, the person chairing the General Meeting will declare the nominees elected;
  - b. is less than the number of vacancies, further nominations may be received from the floor at the General Meeting and if no further nominations are received positions may be left vacant on the Club Board; and

- c. is greater than the number of vacancies, an election shall be conducted by secret ballot.
- 14.5 Nominations: Nominations for Board Members must be made by two (2) Members, or by the Club Board. Nominations must be received by the Club at least fourteen (14) Days before the date set for the Annual General Meeting.
- 14.6 Eligibility: Individuals may not serve on the Club Board if any of the following apply:
  - a. **Bankrupt:** a person who is an undischarged bankrupt, or is subject to a condition not yet fulfilled, or any order under the Insolvency Act 1967;
  - b. **Under 18 Years:** a person who is under the age of 18 years;
  - c. **Dishonesty Offences:** a person who has been convicted of a crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961) and has been sentenced for that crime within the last 7 years;
  - d. **Disqualified Director:** a person who is prohibited from being a director or promoter of, or being concerned or taking part in, the management of, an incorporated or unincorporated body under the Companies Act 1993, Securities Act 1978, the Securities Markets Act 1988, the Takeovers Act 1993, or from being an officer of a charitable entity under the Charities Act 2005;
  - e. **Property Order:** a person who is subject to a property order made that the person is lacking in competence to manage their own affairs under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of the Protection of Personal and Property Rights Act 1988;

If any of the above circumstances occur to an existing Board Member, they shall be deemed to have vacated their office upon such circumstance.
- 14.7 Term of Office: Subject to Rule 14.9 (Removal), the term of office for all Board Members shall be one (1) year, expiring at the conclusion of the relevant Annual General Meeting. All Board Members may be re-elected (under Rule 14.4) to the Club Board for a maximum of ten (10) subsequent and total terms of office.
- 14.8 Co-Option: The Board Members may co-opt up to two (2) further directors to attend Club Board meetings and/or assist the Club Board in the performance of its functions, as and when the Club Board considers it necessary or desirable. The Board will determine the extent of co-opted directors' powers as set out under Rule 14.
- 14.9 Removal: A Board Member may be removed before the expiration of their term of office in accordance with the following process:
  - a. An active member may call for a SGM (with written support from at least 10 other active members), by Special Resolution, to remove any Board Member. Upon the Club receiving a request for a SGM for the purpose of removing a Board Member, or the Club Board as a whole, the Administrator will send the notice of the SGM to the Board Member concerned, or the Club Board (as the case may be), in addition to the Members of the Club. Following notification under Rule 15.8 (Notice of SGM) and before voting on the resolution to remove

a Board Member or the Club Board as a whole, the Board Member, or the Club Board as a whole (as the case may be) affected by the proposed resolution will be given the opportunity prior to, and at, the SGM to make submissions in writing and/or verbally to the persons entitled to be present at the General Meeting about the proposed resolution.

- b. If an active member, or Board member, has sufficient evidence of a Board member breaching the Club's Governance Code of Conduct then the member will present their case to the Chairman of the Board, or whole Board if the Chairman is being accused. The Chairman, or the Board if the Chairman is being accused, will determine if there is reasonable evidence to refer the matter to the Club's Judicial Committee procedure in accordance with clause 11.

14.10 Conclusion of Office: A Board Member shall cease to be a member of the Club Board as and from the date when the Board Member:

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

14.11 Vacancies: Where there is a vacancy on the Club Board, the remaining Board Members may appoint a person of their choice to fill the vacancy or the Club Board may leave the vacancy unfilled until the next AGM. The term of office for a person appointed as a Board Member to fill a vacancy under this Rule will expire at the conclusion of the AGM following their appointment, or of any SGM called to fill the vacancy.

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

- a. act in good faith and in the best interests of the Club at all times;
- b. exercise the powers of the Club Board for proper purposes;
- c. act, and ensure the Club acts, in accordance with this Constitution;
- d. not agree to, nor cause or allow, the activities of the Club to be carried on in a manner likely to create a substantial risk of serious loss to the Club's creditors;
- e. not agree to the Club incurring any obligations unless the Board Member believes at that time on reasonable grounds that the Club will be able to perform the obligations when it is required to do so; and
- f. exercise the care, diligence, and skill that a reasonable Board Member would exercise in the same circumstances taking into account, but without limitation, the nature of the Club, the nature of the decision and the position of the Board

Member and the nature of the responsibilities undertaken by the Board Member.

14.13 Powers of the Club Board: Without limiting the generality of the Club Board's powers to carry out the objects of the Club as it considers necessary, the Club Board has the following specific powers, to:

- a. develop and implement strategies, policies and procedures for the administration, promotion, and development of Surf Life Saving in the Club;
- b. develop and implement prudent policies to protect and enhance the Club's finances and property;
- c. set the fees payable by the Members and enforce payment of such fees in accordance with this Constitution;
- d. designate areas of responsibility to each of the Board Members;
- e. establish, appoint, and determine the composition of any sub-committees or other groups as it considers appropriate to assist it to carry out its responsibilities and to delegate such powers as it considers appropriate to those sub-committees or other groups;
- f. engage, contract or otherwise agree to obtain the assistance or advice of any person or organisation for the Club Board or their delegate. Appointments for employment contracts exceeding six (6) months are to be authorised by the Board;
- g. appoint delegates to represent the Club at General Meetings of SLSNZ;
- h. make, repeal, and amend rules for the regulation and control of any competitions or events at the Club including conditions of entry;
- i. appoint and administer the Club Judicial Committee;
- j. discipline Members as specified in this Constitution;
- k. control expenditure and raise any money to fulfil the objects of the Club;
- l. determine the criteria and procedures to apply in respect of the appointment of coaches, selectors, judges, and managers of Club squads and teams;
- m. open and operate in the name of the Club such banking accounts as deemed necessary;
- n. determine the dates on which competitions are held at the Club, having due regard to the yearly calendar of SLSNZ;
- o. to fill any vacancy on the Club Board, or to co-opt further people to the Club Board, as specified in this Constitution;
- p. to call SGMs;
- q. to resolve and determine any disputes or matters not provided for in this Constitution; and

- r. to review its own processes and effectiveness.
- 14.14 Club Board Meetings: Club Board meetings may be called at any time by the Chair or two (2) Board Members but generally the Club Board meet at regular intervals agreed by the Club Board. Except to the extent specified in this Constitution, the Club Board will regulate its own procedure.
- 14.15 Quorum: The quorum necessary for the transaction of the business of the Club Board shall be four (4) Board Members.
- 14.16 Voting: Each Board Member shall have one (1) vote at Club Board meetings except the Chair who shall have a casting vote in the event of a deadlock. Voting shall be by voices, or upon request of any Board Member, by a show of hands or by a ballot. Proxy and postal voting is not permitted.
- 14.17 Resolutions: The Club Board may make a decision by signed resolution in lieu of a meeting or telephone conference, provided that:
  - a. a copy of the proposed resolution is sent to every Board Member; and
  - b. a majority of the Board Members sign or consent to the resolution and return their copies of the resolution to the Chairperson (or such other person as agreed by the Club Board) by mail, facsimile, or other forms of visible or other electronic communication. Any such resolution will be valid as if it had been passed at a meeting of the Club Board.
- 14.18 Meetings using Technology: Any one or more Board Members may participate in any meeting of the Club Board and vote on any proposed resolution at a meeting of the Club Board without being physically present. This may occur at meetings by telephone, through video conferencing facilities, or by other means of electronic communication provided that prior notice of the meeting is given to all Board Members and all persons participating in the meeting are able to hear each other effectively and simultaneously. Participation by any Board Member in this manner at a meeting shall constitute the presence of that Board Member at that meeting.
- 14.19 Expenses: The Club Board may, by majority vote, reimburse its Board Members for their actual and reasonable expenses incurred in the conduct of the business of the Club. Prior to doing so the Club Board must establish a policy to be applied to the reimbursement of any such expenses.
- 14.20 Matters Not Provided For: If any situation arises that, in the opinion of the Club Board, is not provided for in the Regulations, policies or procedures of the Club or SLSNZ, the matter will be determined by the Club Board.

## **Part IV – General Meetings**

### **15. Meetings of Members**

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- 15.1 AGM: The Club must hold an Annual General Meeting (“AGM”) once every year at such time, date and place as the Club Board determines but not later than 31 July.

- 15.2 SGMs: Any other General Meetings of the Members shall be Special General Meetings ("SGMs").
- 15.3 Notice of AGM: The Club must give at least thirty (30) Days notice in writing to all Members of the Club. The notice shall set out:
- a. the date, time and venue for the AGM; and
  - b. the closing date(s) for nominations for any elections, proposed motions and other items of business to be submitted to the Club.
- 15.4 Notice of AGM Business: Not less than fourteen (14) Days before the date set for the AGM, any nominations for any elections, proposed motions, and other items of business must be received in writing by the Club from Members.
- 15.5 Business of AGM: The following business shall be discussed at each AGM:
- a. the receipt from the Club Board of a report and statement of financial position and statement of financial performance for the preceding year;
  - b. the election of Officers of the Club;
  - c. any motion or motions proposing to alter this Constitution; and
  - d. any other motions or matters, including general business, that have been properly submitted for consideration at the AGM.
- 15.6 Agenda: An agenda containing the business to be discussed at an AGM (as set out in Rule 15.5) shall be sent to all Members no later than seven (7) Days before the date of the General Meeting. Any additional items of general business may be raised from the floor.
- 15.7 SGM: The Club must call a SGM upon a written request from:
- a. the Club Board; or
  - b. signed by twenty-five percent (25%) or more of the total membership eligible to vote.
  - c. The written request for an SGM must state the purpose for which the SGM is requested including any proposed motion or motions. No business shall be transacted at any SGM other than that specified in the notice convening the meeting.
- 15.8 Notice of SGM: Not less than twenty-one (21) Days written notice must be given by the Club to all Members, which notice shall include the:
- a. date, time and venue and/or the manner in which the meeting is to be held; and
  - b. proposed motion or motions that have been properly submitted for consideration.

- 15.9 Notices: A notice may be given to any Member by, or on behalf of the Club or the Club Board, by:
- a. letter sent to the Member's home address;
  - b. fax to the Member's fax number;
  - c. email to the Member's email address;
  - d. personal telephone call to the Member; or
  - e. any other method approved in writing by the Member; and
  - f. any notice sent to a Member may also be posted on the club notice board if the Club Board considers it appropriate to do so.
- 15.10 Minutes: Minutes shall be kept of all General Meetings and made available upon request to any Member.
- 15.11 Errors:
- a. Any irregularity, error or omission in notices, agendas and relevant papers of General Meetings or the omission to give notice within the required timeframe or the omission to give notice as specified in these Rules and any other error in the organisation of the meeting shall not invalidate the meeting nor prevent the meeting from considering the business of the meeting provided that full minutes shall be kept of all General Meetings and made available upon request by any Member.
  - b. The Chairperson in his or her discretion determines that it is still appropriate for the meeting to proceed despite the irregularity, error or omission.
  - c. A motion to proceed is put to the meeting and carried by Special Resolution.
- 15.12 Quorum: No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting is due to commence as set out in the notice of meeting. The quorum for a General Meeting shall be twenty (20) of the total members eligible to vote. The quorum must be present at all times during the meeting. If a quorum is not obtained within thirty (30) minutes of the intended commencement time of the General Meeting, then the General Meeting shall be adjourned to such other day, time and place as determined by the Club Board and if no quorum is obtained at the stage of such further General Meeting, then the persons present at that further General Meeting are deemed to constitute a valid quorum.
- 15.13 Chairperson: The Chair of the Board (or delegate) shall preside at the General Meeting. If the Chair of the Board (or delegate) is unavailable or unwilling to chair the meeting, then the persons entitled to be present at the General Meeting shall elect a person present to be the chairperson of the General Meeting.
- 15.14 Voting: Unless otherwise required by this Constitution:
- a. an Ordinary Resolution shall be sufficient to pass a resolution;

- b. every Lifeguard Member, Patrol Support Member, Life Member and Associate Club Member (having been a Club Member and held a committee position for not less than three years) is entitled to one (1) vote;
- c. Community, Corporate or Organisation Associate Members are not entitled to vote;
- d. voting shall generally be conducted by voices or by show of hands as determined by the Chair unless a secret ballot is requested by the Chair or a majority of the Members present at the meeting;
- e. on a show of hands, a declaration by the Chair is conclusive evidence of the result, provided that the declaration reflects the show of hands. Neither the Chair nor the minutes of the meeting shall state the number or proportion of the votes recorded in favour and against the motion;
- f. in the event of equality of votes at a General Meeting, the Chair shall have an additional or casting vote;
- g. in the event that a secret ballot is called, up to two (2) scrutineers may be appointed at the General Meeting to count the votes; and
- h. proxy voting is permitted pending that the member gives notice to the Club Administrator no later than 24 hours before the time of the General Meeting. Only proxies which indicate whether the member is voting in favour of, or against, the proposed resolution as set out in their proxy shall be valid. General proxies are not valid (see Appendix 1 – Example Proxy Voting Form).

## **Part V – Miscellaneous**

### **16. Finances**

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- 16.1 Financial Year: The financial year of the Club shall end on the date determined by the Club Board.
- 16.2 Club Funds: The Club Board is responsible for the receipt and banking of all monies received by the Club. All funds of the Club shall be paid to bank account(s) in the name of the Club and the bank account(s) must be operated in accordance with the policy determined by the Club Board.
- 16.3 Accounting Records: The Club Board must ensure correct accounting records are kept. The accounting records of the Club must be kept at the office of the Club or at such place as the Club Board may determine and must be open to inspection by Members at such reasonable times agreed by the Club Board.
- 16.4 Auditor: The Club Board may appoint an independent auditor to examine and audit the books and accounts of the Club and report on these at the Annual General Meeting and as otherwise required by the Club Board.

## **17. Application of Income**

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- 17.1 The income and property of the Club shall be applied solely towards the promotion of the objects of the Club.
- 17.2 Except as provided in this Constitution:
- a. no portion of the income or property of the Club shall be paid or transferred, directly or indirectly, by way of dividend, bonus, or otherwise to any Member or Board Member; and
  - b. no remuneration or other benefit in money or money's worth shall be paid, or given, by the Club to any Member or Board Member.
- 17.3 Nothing in Rule 17.2 shall prevent payment in good faith of, or to, any Member or Board Member 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. goods supplied to the Club in the ordinary and usual course of operation;
  - c. interest on money borrowed from any Member or Board Member;
  - d. rent for premises demised or let by any Member or Board Member to the Club; or
  - e. any out-of-pocket expenses incurred by a Member or Board Member on behalf of the Club for any other reason.

## **18. Annual Report**

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The Club Board shall prepare an Annual Report for presentation to the Annual General Meeting setting out a summary of the activities and major decisions of the Club Board each year.

## **19. Rules of Surf Life Saving**

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- 19.1 The rules of Surf Life Saving shall be as set down and interpreted from time to time by the International Life Saving Federation and SLSNZ and must be observed by the Club and all Members. All competitions held by the Club shall be carried out in accordance with the SLSNZ Regulations.

## **20. Common Seal**

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- 20.1 The common seal (a stamp featuring the Club's name) of the Club, shall be kept in the control of the Club Board.

- 20.2 The common seal may be affixed to any document only by resolution of the Club Board and in the presence of and with the accompanying signature of the Chair or any other Board Member.

## **21. Club Colours, Costumes & Uniforms**

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- 21.1 Colours: The Club's colours shall be Blue and Yellow.
- 21.2 Costumes & Uniforms: The cut and style of swimming costumes, uniforms and sponsorship apparel to be worn when undertaking Surf Life Saving for the Club, or participating in club and or SLSNZ activities or functions shall be in keeping with SLSNZ's rules, and as approved by the Club Board.

## **22. Alterations to Constitution**

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- 22.1 Subject to Rule 22.2, this Constitution may only be altered, added to, or repealed by a Special Resolution at a General Meeting in accordance with this Constitution. Notice of an intention to alter this Constitution must be given by the Club Board or any Member no later than fourteen (14) Days prior to a General Meeting.
- 22.2 No alteration, addition to or revision of this Constitution shall be approved if it affects the not-for-profit objects, personal benefit prohibition, or the winding up rules of the Club. This Rule must not be removed from this Constitution and must be included in any alteration, addition to, or revision of this Constitution.

## **23. Previous Rules**

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- 23.1 Any by-laws, standing orders, regulations, or other rules of the Club that were in force prior to the commencement of this Constitution will, upon the commencement of this Constitution, be deemed to be revoked and superseded by this Constitution.

## **24. Winding Up**

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- 24.1 The Club may be voluntarily liquidated, wound up, or dissolved if a Special Resolution is passed at a General Meeting of the Club to do so and such resolution is confirmed by Special Resolution in a subsequent General Meeting called for that purpose and held not earlier than thirty (30) Days after the date on which the resolution was passed.
- 24.2 The Club may also be put into liquidation in accordance with the Incorporated Societies Act.
- 24.3 If upon the liquidation, winding up or dissolution of the Club there remains after the satisfaction of all its debts and liabilities any property whatsoever, that property shall not be paid to or distributed among the Members of the Club but shall be given or transferred to some other charitable organisation, or charitable body having objects similar to the objects of the Club or SLSNZ.

## 25. Indemnity

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- 25.1 The Club shall indemnify its Board Members and employees against all damages, costs (including legal costs) for which any such person may be or becomes liable as a result of their acts and omissions in performing their functions connected with the Club, except occurring as a result of their negligence or wilful misconduct.

## 26. Interpretation

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- 26.1 Definitions: The words and phrases used in this Constitution will mean as follows:

**Act** means the Incorporated Societies Act 1908, including any amendments to it.

**AGM** means the Annual General Meeting of the Club.

**Associate Club Member** has the meaning specified in Rule 4.1b.

**Board Member** means a member of the Club Board

**Club Board** means the Board of the Club as elected under Rule 14.

**Club Judicial Committee** means the committee described in Rule 11.2i.

**Community Associate Member** has the meaning specified in 7.3

**Corporate or Organisation Associate Member** has the meaning specified in Rule 7.4

**Day** means any day of the week (including Saturday, Sunday, and public holidays). Where an action is required to be done within a specified time (such as thirty (30) Days) this means clear days', so it should be calculated by excluding the date of notice (or other relevant action) and the date of the meeting (or other relevant activity).

**Event** means any competition held by (or under the auspices of) the Club, and any other event, meeting, function, or activity held by (or under the auspices of) the Club.

**General Meeting** means an AGM or a SGM.

**Lifeguard Member** has the meaning specified in Rule 4.1a.

**Life Member** has the meaning specified in Rule 4.1e.

**Member** means a person that is a Member of the Club as specified in Rule 4.

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

**Patrol Support Member** has the meaning specified in Rule 4.1 b.

**Register of Members** means the register in which details of the Members and other participants are held by the Club and SLSNZ as specified in Rule 12.

**Regulations** means the regulations of SLSNZ established in accordance with the SLSNZ Constitution, and as amended from time to time by the SLSNZ Board.

**SGM** means a Special General Meeting.

**SLSNZ** means Surf Life Saving New Zealand Incorporated.

**Special Resolution** means a resolution passed by two thirds of the votes properly cast.

**Surf Life Saving** means the practice by surf lifeguards of preventing drowning and injury of those swimming and undertaking activities at beaches and other aquatic environments and includes lifeguard patrol services, education and sport activities such as swimming, craft, and beach events.

- 26.2 Construction: In this Constitution:

- a. a gender includes all other genders;
- b. the singular includes the plural and vice-versa;

- c. any reference to legislation 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 person includes the legal personal representatives, successors, and permitted assigns of that person; and
- g. headings and the contents page are for reference only and are to be ignored in construing this Constitution.

**Explanatory Note:** Appendix 1 to this Constitution is an example of a proxy voting form.

## Appendix 1 – Example Proxy Vote Form

### Appointment of Proxy Papamoa Surf Life Saving Club

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

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

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

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

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

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

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

and at any adjournment of that meeting.

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

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

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

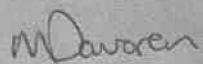
Please note general proxies are not acceptable - the proxy must be specific for/against each motion. If the instructions for a particular motion are not clear, no vote will be accepted for that motion.

**Approval of Alteration of Rules**

**Papamoa Surf Life Saving Club Incorporated (No. 614865) ("PSLSC")**

We all being voting members of the PSLSC certify that the Rules of PSLSC were approved for amendment (as attached) by the members of PSLSC at an Annual General Meeting Held 25 July 2021.

Signed by

1.  Voting Member

2.  Voting Member

3.  Voting Member

Dated 13<sup>th</sup> September 2021