

CONSTITUTION
OF
EAST CHRISTCHURCH - SHIRLEY CRICKET CLUB INC.

This document, comprising this page and the subsequent 20 pages, contains the new Constitution of the East Christchurch – Shirley Cricket Club Inc. adopted by the members of the Club at a duly constituted Special General Meeting held on the 17th day of March 2026 and authenticated by two members of the Club as set out below.

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Name

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Signature

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Position

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Date

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Position

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Date

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East Christchurch – Shirley Cricket Club Constitution

1. Definitions

1.1 **Definitions:** In this Constitution, unless the context requires otherwise, the following words and phrases have the following meanings:

Act means the Incorporated Societies Act 2022, including any amendments, and any regulations made under that Act.

AGM or Annual General Meeting means a meeting of the Members held once a year convened under this Constitution.

Association means Christchurch Metropolitan Cricket Association.

Bylaws means any bylaws, policies, regulations and codes of the Club made under clause 6.2.

Casual Vacancy is a vacancy which arises when a Committee Member does not serve their full term of office.

Committee means the Club's governing body. In the Constitution the terms Committee and Management Committee are used interchangeably.

Committee Member means a member of the Committee.

Constitution means this Constitution, including any amendments and any schedules to this Constitution.

Contact Details means a physical or an electronic address and a telephone number.

General Meeting means an AGM or SGM of the Club.

Interested Member means a Member who is interested in a matter for any of the reasons set out in section 62 of the Act.

Junior Member has the meaning given to that term in clause 4.3(b).

Life Member has the meaning given to that term in clause 4.4.

Management Committee means the Club's governing body. In the Constitution the terms Committee and Management Committee are used interchangeably.

Matter means the Club's performance of its activities or exercise of its powers; or an arrangement, an agreement, or a contract (a transaction) made or entered into, or proposed to be entered into, by the Club.

Member means each person who for the time being is a member of the Club and includes all classes of members described in clause 4.3.

Officer means a Committee Member and any natural person occupying a position in the Club that allows the person to exercise significant influence over the management or administration of the Club.

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

Senior Member has the meaning given to that term in clause 4.3(a).

Social Member has the meaning given to that term in clause 4.3(c).

SGM or **Special General Meeting** means a meeting of the Members, other than an AGM, called for a specific purpose or purposes.

Special Resolution means a resolution passed by a 75 percent majority of votes cast.

- 1.2 **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) The President or the Secretary if delivered by hand or sent to the address set out in their Contact Details;
 - (b) the Club if sent to info@eastchchshirleycricket.org.nz or by post to the Club's postal address listed on the Register of Incorporated Societies.

2. Club details

- 2.1 **Name:** The name of the Club is East Christchurch – Shirley Cricket Club Incorporated. (Referred to in this Constitution as the “Club”.) The name of the Club shall not be altered except by a 75 percent majority of financial members who have voted by secret ballot at a Special General Meeting that has been called for the purpose of discussion of the proposed name change.
- 2.2 **Club Colours:** The colours of the Club shall be Blue (Pantone Matching System 2708C), Gold (PMS 123C) and Black. The colours of the Club shall not be altered except by a 75 percent majority of financial members who have voted by secret ballot at a Special General Meeting that has been called for the purpose of discussion of the change of colours.
- 2.3 **Registered Office:** The registered office of the Club shall be at such place in Christchurch, New Zealand as the Management Committee from time to time determines.
- 2.4 **Contact person:** At its first Committee meeting following an AGM, the Committee must appoint or reappoint at least one, and a maximum of three, 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 their Contact Details.

3. Purpose and powers

- 3.1 **Purpose:** The purposes of the Club are to:
- (a) Provide and administer cricket, mainly as an amateur sport, for the Club's members and their families.
 - (b) To strive to foster and provide cricket for all ages, abilities and demographics.

(c) To apply for and maintain affiliation to the Association and any other association or body in the furtherance of these purposes.

(d) To do or cause to be done all such other things as the Club shall consider necessary or expedient for the attainment of all or any of the purposes of the Club and to apply its funds for any of these purposes.

3.2 **Capacity and powers:** The Club has, both within and outside New Zealand, full capacity, rights, powers and privileges to carry on or undertake any activity, do any act, or enter into any transaction, subject to this Constitution, the Act, any other legislation, and the general law.

These rights, powers and privileges must not be carried on for the financial gain of any of its Members.

4. **Members**

4.1 **Application:** An application to become a Member (**Application**) must be in the form required by the Committee. All Applications are decided by the Committee (or by a delegated Sub-Committee) which may accept or decline an Application in its absolute discretion. A person becomes a Member when their Application has been accepted and they have paid the required membership fees.

4.2 **Member consent:** A person consents to become a Member by paying membership fees, unless otherwise specified in this Constitution.

4.3 **Members:** The Members of the Club are:

(a) **Senior Member:** An individual who participates in the playing of senior cricket at the Club and who has been accepted as a Senior Member in accordance with clause 4.1;

(b) **Junior Member:** An individual who participates in the playing of junior cricket at the Club and who has been accepted as a Junior Member in accordance with clause 4.1. Junior Members have no voting rights, nor are they entitled to hold any office. Parents or caregivers of Junior Members are automatically Social Members of the Club, but are not regarded as full members and therefore the following clauses do not apply: 4.1, 4.2, 4.5, 4.6, 4.7, 4.8, 4.9 and 4.10;

(c) **Social Member:** An individual who does not wish to participate in the playing activities of the Club, ie is not a Senior or Junior Member, but who has an interest in supporting cricket at the Club and who has been accepted as a Social Member in accordance with clause 4.1;

(d) Life Member; and

(e) any other categories of member as the Committee determines.

4.4 **Life Members:** Life Membership may be granted in recognition and appreciation of outstanding service by an individual to the Club. Upon the unanimous recommendation of the Management Committee, any Member may be elected a Life

Member at a General Meeting of the Club after no less than seven days' notice of such proposal has been given to Members, such notice naming the proposed recipient of life membership. To be elected as a Life Member, the resolution tabled at the General Meeting must be passed by at least a 75 percent majority of those Members present and voting. A Life Member shall be entitled to all the privileges of a full active Senior member of the Club without payment of any membership fees or subscriptions. A person consents to becoming a Life Member on acceptance of their life membership.

4.5 **Member rights and obligations:** Members acknowledge and agree that:

- (a) they are bound by, and will comply with, this Constitution and the Bylaws, and to the extent they apply, the rules, procedures or policies of the Association;
- (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 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 sub-clause (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 Club's property; and
- (f) they will promote the interests and purposes of the Club and must not do anything to bring the Club into disrepute.
- (g) the Management Committee may decide what access or use Members may have of or to any premises, facilities, equipment or other property owned, occupied or otherwise used by the Club, and to participate in Club activities, including any conditions of and fees for such access, use or involvement.

4.6 **Suspension of Member:** If a Member is, or may be, in breach under clause 4.5, and the Committee believes it is in the best interests of the Club to do so, the Committee may suspend the Member until final determination of the matter under the dispute resolution process applicable to the matter. Before imposing any suspension, the Member must be given notice of the suspension.

4.7 **Suspension of Member rights:** Unless otherwise determined by the Committee, while a 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 Club, until such time as the alleged breach is resolved or determined.

4.8 **Ceasing to be Member:** A Member ceases to be a Member:

- (a) on death;
- (b) by giving notice to the Committee of their resignation;
- (c) if their membership is terminated under clause 4.5(d) or 4.10(d);

- (d) if their membership is terminated following a dispute resolution process or such other process set out or referred to in this Constitution.

4.9 Consequences of ceasing to be a Member: A Member who ceases to be a Member:

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

4.10 Membership fees:

- (a) The annual subscription for the membership categories, and if applicable, the level of rebate for prompt payment, for the then current financial year shall be set by Resolution at the Annual General Meeting.
- (b) The Management Committee
 - (i) shall, at its discretion, have the power to refund, reduce or postpone the amount of any individual subscription payable by any member where in the opinion of the Management Committee the circumstances of the case warrant such refund, reduction or postponement;
 - (ii) can approve pro rata subscriptions for part seasons and can approve payment plans for Members;
 - (iii) can approve in certain circumstances (eg. collection efficiency or a preponderance of part-season players) a team-based subscription rate for the Members of that team;
 - (iv) will decide the due date for those fees.
- (c) The President, Secretary and Treasurer shall be entitled to free membership, ie without payment of any membership fees or subscriptions, for the term of their office.
- (d) If a Member has not paid their membership fees or any other payments due to the Club by the due date as set by the Management Committee, it will be in default and it:
 - (i) is not entitled to any of its rights or entitlements as a Member;
 - (ii) continues to be bound by this Constitution and the Bylaws, including all of its obligations;
 - (iii) may not be awarded any trophies or any other honour when the awards are decided upon.

If such arrears are not paid in full by May 31st of the current financial year the Management Committee may terminate the Member's membership (without being required to give prior notice to that Member).

4.11 Member register: The Committee will keep an up-to-date Member register, which includes each Member's name, Contact Details and the date they became a Member.

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

5. General Meetings

- 5.1 **AGM:** An AGM must be held once a year at the time, date and place as the Committee decides, but not more than 6 months after the balance date of the Club and not more than 15 months after the previous AGM.
- 5.2 **Notice and Agenda of AGM:** The Members must be given at least seven days notice of the time, date and location of the AGM along with the agenda. Notice to Members of an AGM may be given by posting on the Club's website or via other media.
- 5.3 **Business of AGM:** The following business will be discussed at the AGM:
- (a) confirmation of the minutes of the previous AGM and any SGM held since the last AGM;
 - (b) consideration of and, if thought fit, the adoption of the following information during the most recently completed accounting period:
 - (i) the annual report of the Management Committee;
 - (ii) the annual financial statements;
 - (iii) notice of any disclosures of conflicts of interest made by Officers (including a brief summary of the Matters, or types of Matters, to which those disclosures relate);
 - (c) the election of the Patron, President, Secretary, Treasurer and other Committee Members;
 - (d) consideration of any proposed motions that have been properly submitted for consideration at the AGM, provided that, with the consent of two-thirds of the financial members present at the AGM, business of which notice has not been given may be dealt with.
 - (e) consideration of any other items of business arising out of the annual report and financial statements or affecting the welfare of the Club.
- 5.4 **Notice of proposed motions:** The Management Committee may propose motions for the Club to vote on ('Management Committee Motions'). Any Member may request that a motion be voted on ('Member's Motion') at an AGM by giving notice to the Secretary or Management Committee at least 15 Working Days before that meeting. These motions shall be notified to Members with the notice of the AGM.
- 5.5 **Calling of SGM:** A SGM may be called by the Management Committee at any time by resolution. The Management Committee must call a SGM if it receives a written request stating the purpose of the SGM from itself or signed by at least 10 per cent of Members who are entitled to vote at a SGM.

- 5.6 **Notice of SGM:** Members must be given at least fourteen days notice of the SGM, unless the Committee, in its discretion, decides that the nature of the SGM business is of such urgency that a shorter period of notice is to be given to Members. Notice to Members of a SGM may be given by posting on the Club's website or via other media. A SGM may only consider and deal with the business specified in the request for the SGM.
- 5.7 **Method of holding meeting:** A General Meeting may be held by a quorum of people being assembled at the time and place appointed for the meeting. The Management Committee may, if it so determines, permit Members to participate using any electronic communication deemed appropriate provided this is agreed to by the Members physically present at the General Meeting and provided this is consistent with any requirements in the Act.
- 5.8 **Quorum:** 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 the minimum of 12 or 40 per cent of the Members who are entitled to vote, whichever is the lesser. The quorum includes Members who are present by proxy but does not include Members participating by electronic means. The quorum must always be present during the General Meeting.
- 5.9 **No quorum at AGM:** If a quorum is not met within 30 minutes of the AGM's scheduled start time, the AGM is adjourned to a day, time and place set by the chair of the AGM. If no quorum is met at the further AGM, the Members present in person are deemed to constitute a valid quorum.
- 5.10 **No quorum at SGM:** If a quorum is not met within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled.
- 5.11 **Control of General Meetings:** The President chairs General Meetings. If that person is unavailable, another Committee Member or Life Member (appointed by the Committee) will preside. In the absence of both of those persons, the Members present will elect a person to chair the General Meeting. At an AGM, if the chair of the meeting is standing for re-election, another person should chair that part of the meeting.
- 5.12 **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 75 percent majority of votes cast is obtained in favour of the motion to proceed.
- 5.13 **Attendance:** Members and any other persons invited by the Committee are eligible to attend and speak at General Meetings. A Member may appoint a proxy to attend in their stead: this will require a signed original written proxy (an email or copy not being acceptable) in favour of another Member entitled to be present at the meeting and

received by, or handed to, the Management Committee before the commencement of the General Meeting.

- 5.14 **Voting:** A Member is entitled to exercise one vote on any motion at a General Meeting either in person or through their approved proxy, except that Junior Members do not have a right to vote. At any General Meeting the Chairman shall have a deliberative vote and, in the case of a tie, a casting vote.
- 5.15 **Voting by electronic means:** Voting by electronic means is not permitted.
- 5.16 **Conduct of voting:** Voting is conducted by voices or a show of hands as determined by the chair of the meeting, unless, on demand of the chairperson or two or more Members present, by secret ballot. Unless otherwise required by this Constitution, all questions shall be decided by a simple majority of those in attendance voting either in person or by proxy.
- 5.17 **Minutes:** Minutes must be kept of all General Meetings.

6. Management Committee

- 6.1 **Functions and powers:** From the end of each AGM until the end of the next, the Club shall be managed by, or under the direction or supervision of, the Management Committee. The Management Committee has all the powers necessary for managing, directing and supervising the operation and affairs of the Club subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution.
- 6.2 **By-Laws:** The Management Committee may make, alter or rescind By-Laws not repugnant to this Constitution and to act for the general benefit, comfort and accommodation of members. All regulations and By-Laws made by the Management Committee and orders given by them shall be binding on every member of the Club until set aside by a Special General or Annual General meeting.
- 6.3 **Sub-Committees:** The Management Committee may appoint Sub-Committees consisting of such persons (whether or not Members of the Club) and for such purposes as it thinks fit. Every such Sub-Committee shall be a subordinate to the Management Committee. The Sub-Committee may regulate its own procedure subject to the extent specified by this Constitution and any guidelines or restrictions resolved by the Management Committee.
- Unless otherwise resolved by the Management Committee, a Sub-Committee:
- (a) must not commit the Club to any financial expenditure without express authority from the Management Committee, and
 - (b) must not further delegate any of its powers.
- 6.4 **Composition:** The Management Committee consists of the President, the Secretary, the Treasurer and a minimum of three and a maximum of seven other Members elected at the AGM. The Management Committee has the power to co-opt additional Members to the Management Committee if it deems it to be appropriate.

- 6.5 **Role of President:** The President will engage in activities agreed with the Management Committee which, inter alia, may include:
- (a) activities to promote the Club, and foster good relations and communications between Members; and
 - (b) actions to enhance the reputation and best interests of the Club; and
 - (c) to preside at Club events.

6.6 **Role of Secretary:** The Secretary will:

- (a) attend to all correspondence and keep minutes of General Meetings and Committee meetings; and
- (b) keep all records and generally perform all the secretarial work of the Club.

With the approval of the Management Committee these tasks may be varied, delegated or contracted to a third party but the Secretary remains responsible for their performance.

6.7 **Role of Treasurer:** The Treasurer will:

- (a) receive all money paid to or received by the Club and pay all accounts approved by the Management Committee (refer also to Clause 11.1(a)).
- (b) invest all funds of the Club in the manner directed by the Committee; and
- (c) keep the Club's financial accounts, submit appropriate financial statements at the AGM and undertake other tasks required by the Committee.

With the approval of the Management Committee these tasks may be varied, delegated or contracted to a third party but the Treasurer remains responsible for their performance.

6.8 **Election of Committee Members:**

Officers shall be elected at the AGM. However, if a vacancy in the position of any Officer occurs between AGMs, that vacancy may be filled by resolution of the Management Committee (refer para. 6.12 Casual Vacancy).

Committee Members are elected as follows:

- (a) at the AGM, the Chairman shall call for nominations from the Members present for all Committee Member positions. Each nomination is to have a proposer and a seconder;
- (b) if there are more nominees than number of positions available, the election is by secret ballot, unless otherwise decided by the Chair of the AGM and approved by a Special Resolution of Members. If a secret ballot is held, two scrutineers must be appointed at the AGM to count the votes. Those nominees who have the highest number of votes in their favour to fit the number of vacant positions are declared elected. If the number of votes for one or more nominees is equal to another nominee, a further vote will be held between the tied nominees;

- (c) if there is only one nominee for a vacant position, that person is declared to be elected without the need for a vote.

6.9 **Qualification:** Every Committee Member must:

- (a) consent to be a Committee Member; and
- (b) certify that they are not disqualified from being elected or holding office as a Committee Member by this Constitution or under section 47 of the Act.

6.10 **Disqualification:** The following persons are disqualified from being elected or holding office as a Committee Member:

- (a) A person who is an employee of, or independent contractor to, the Club.
- (b) A person who is disqualified from being elected or holding office as a Committee Member under section 47 of Act
- (c) A person who has been removed as a Committee Member following a process under this Constitution or any Bylaw.

If an existing Committee Member becomes or holds any position in (a) above then upon their appointment to such a position, they are deemed to have vacated their office as a Committee Member. If any of the circumstances listed in (b) above occur to an existing Committee Member, they are deemed to have vacated their office upon the relevant authority making an order or finding against them of any of those circumstances.

6.11 **Term of office:** The term of office for all Committee Members is one year, expiring at the end of the AGM in the year corresponding with the last year of each Officer's term of office. A Committee Member may be re-elected to the Committee for multiple consecutive one-year terms of office.

6.12 **Casual Vacancy:** If a Casual Vacancy arises, the remaining Committee Members may:

- (a) appoint a person of their choice to fill the Casual Vacancy until the expiry of the term of the person they replace; or
- (b) may leave the Casual Vacancy unfilled until the next AGM.

6.13 **Suspension of Committee Member:** If any Committee Member is or may be the subject of an allegation, notice or charge described under clause 6.9(b) or any circumstances arise in relation to a Committee Member which are or may be of concern to the Committee, the remaining Committee Members may by Special Resolution suspend the Committee Member from the Committee and set conditions as it requires pending the final determination of the allegation, notice, charge or circumstances. Before imposing any suspension, the Committee Member must be given notice of the suspension.

6.14 **Removal of Committee Member:**

- (a) The Committee may, by Special Resolution, remove any Committee Member from the Committee before the expiry of their term of office if the Committee considers the Committee Member concerned:

- (i) has seriously breached duties under this Constitution or the Act; or
 - (ii) is no longer a suitable person to be a Committee Member.
- (b) The Committee Member who is the subject of the motion is counted for the purpose of reaching a quorum but will not participate in the vote on the motion.
- (c) Before considering a motion for removal, the Committee Member who is the subject of the motion must be given:
- (i) notice that a Committee meeting is to be held to discuss the motion to remove the Committee Member; and
 - (ii) adequate time to prepare a response; and
 - (iii) the opportunity prior to the Committee meeting to make written submissions; and
 - (iv) the opportunity to be heard at the Committee meeting.

6.15 **Committee Member ceasing to hold office:** A person ceases to be a Committee Member if:

- (a) their term expires;
- (b) the person resigns by delivering a signed notice of resignation to the Committee;
- (c) the person is removed from office under this Constitution;
- (d) the person becomes disqualified from being an officer under section 47(3) of the Act;
- (e) the person dies.

7. **Management Committee meetings**

7.1 **Calling meetings:** Committee meetings may be called at any time by the Chair or by three Committee Members, but generally the Committee shall meet regularly throughout the entire year to consider and carry out the affairs of the Club. The time and place of such meeting to be decided upon by the Management Committee elected for that year.

7.2 **Meeting procedure:** Except to the extent specified in the Act or this Constitution, the Committee may regulate its own procedure. This includes holding meetings either by being assembled together at the place, date and time appointed for the meeting or by means of audio, or audio and visual, communication by which all members of the Committee participating and constituting a quorum can simultaneously hear each other throughout the meeting.

7.3 **Quorum:** The quorum for a Committee meeting is four Committee Members. Any Committee Member may be counted for the purposes of a quorum, participate in and vote on any proposed resolution at a Committee meeting without being physically present. This may only occur at Committee meetings by audio or audio-visual link or other electronic communication.

- 7.4 **Chair:** The President shall preside as Chairperson at all meetings of the Committee during the year. In the absence of the President at any meeting of the Committee, or at the request of the President, the meeting shall elect its own Chairperson from amongst those attending.
- 7.5 **Voting:** A resolution of the Management Committee is passed at any meeting of the Management Committee if a majority of the votes cast on it are in favour of the resolution. Each Committee Member has one vote. Voting is by voices or on request of any Committee Member by a show of hands or by a ballot. Proxy and postal votes are not permitted. Voting by electronic means is permitted when the meeting is being held by audio or audio-visual link or other electronic communication. The Chair does not have a casting vote in the event of a tied vote on any Committee resolution.
- 7.6 **Resolution in writing:** A resolution in writing signed or consented to by email or other electronic means by a majority of Committee Members is valid as if it had been passed at a Committee meeting. Any such resolution shall be recorded in the minutes of the next Management Committee meeting.

8. **Officers' Duties**

An Officer:

- (a) when exercising powers or performing duties as an Officer, must act in good faith and in what the Officer believes to be the best interests of the Club;
- (b) must exercise a power as an Officer for a proper purpose;
- (c) must not act, or agree to the Club acting, in a manner that contravenes the Act or this Constitution;
- (d) when exercising powers or performing duties as an Officer, must exercise the care and diligence that a reasonable person with the same responsibilities 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 Officer and the nature of the responsibilities undertaken by them;
- (e) must not agree to the activities of the Club being carried on in a manner likely to create a substantial risk of serious loss to the Club's creditors or 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;
- (f) must not agree to the Club incurring an obligation unless the Officer believes at that time on reasonable grounds that the Club will be able to perform the obligation when it is required to do so; and
- (g) when exercising powers or performing duties as an Officer, 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 Officer believes on reasonable grounds to be reliable and competent in relation to the matters concerned;

- (ii) a professional adviser or expert in relation to matters that the officer believes on reasonable grounds to be within the person's professional or expert competence; or
- (iii) any other Officer or subcommittee of Officers on which the Officer did not serve in relation to matters within the Officer's or subcommittee's designated authority,

if the Officer, 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.

9. Interests

- 9.1 **Duty to disclose interest:** An Officer who is an Interested Member in a Matter relating to the Club must disclose details of the nature and extent of the interest to the Committee, as soon as practicable after the officer becomes aware that they are interested in the Matter and include it in the register of interests.
- 9.2 **Register of interests:** The Committee must keep a register of interest disclosures made by Officers.
- 9.3 **Consequences of being Interested:** A Committee Member who is Interested in a Matter:
 - (a) must not vote or take part in a decision of the Management Committee relating to the Matter, unless all non-interested Committee Members consent;
 - (b) 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;
 - (c) may take part in any Management Committee discussion relating to the Matter or be present at the time of the Management Committee decision, unless all non-interested Committee Members decide otherwise;
 - (d) may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.
- 9.4 **Calling of SGM:** Despite clause 9.3, if 50 per cent or more Management Committee Members are Interested in a Matter, an SGM must be called to consider and determine the Matter. Where 50 per cent or more of the members of a Sub-Committee are prevented from voting on a Matter because they are interested in that Matter, the Management Committee shall consider and determine the Matter.

10. Patrons

A person may be invited by the Management Committee to be a Patron to show their support for the Club and to help establish or maintain public credibility of the Club. The Patron must be approved annually at an AGM. A Patron must accept the position and is entitled to attend and speak at General Meetings but has no right to vote. The Club may appoint more than one Patron.

11. Finances

11.1 **Control and management of finances:** The funds and property of the Club are controlled, invested and disposed of by the Management Committee, subject to this Constitution and devoted solely to the promotion of the purposes of the Club set out in clause 3.1.

The Management Committee shall:

- (a) maintain bank accounts in the name of the Club and ensure that all accounts paid or presented for payment shall be submitted to the Management Committee for approval of payment. When immediate payment is necessary, accounts shall be paid and the action endorsed at the next Committee meeting. All accounts shall be paid by internet banking authorised by two signatures. The Committee shall nominate persons as it deems appropriate to act as signatories, one of whom shall be the Treasurer.
- (b) ensure that there are kept accounting records that correctly record the transactions of the Club and allow the Club to produce annual financial statements that comply with the requirements of the Act. These records should enable the financial statements to be readily and properly audited (if required under any legislation or the Club's Constitution).
- (c) establish and maintain a satisfactory system of control of the Club's accounting records. The accounting records must be kept in written form or in a form or manner that is easily accessible and convertible into written form. The accounting records must be kept for the current accounting period and for the last seven completed accounting periods of the Club.

11.2 **Balance date:** The Club's balance date is 31 May each year or on such other date as the Committee decides. The Club's financial year commences on 1 June of each year and ends on 31 May, the latter date being the Club's balance date.

11.3 **Review of financial statements:** The Club's financial statements must be reviewed each year and the reviewed financial statements must be submitted to the AGM. The Committee will appoint the reviewer.

11.4 **No personal benefit:** The Officers and Members may not receive any distributions of profit or income from the Club. This does not prevent Officers or Members:

- (a) receiving reimbursement of actual and reasonable expenses incurred, or
- (b) entering into any transactions with the Club for goods or services supplied to or from them, which are at arms' length, relative to what would occur between unrelated parties,

provided no Officer or Member is allowed to influence any such decision made by the Club in respect of payments or transactions between it and them, their direct family or any associated entity.

12. Amendments

- 12.1 **Amendments:** All amendments must be made in accordance with this Constitution. Any minor or technical amendments shall be notified to Members as required by section 31 of the Act. Otherwise this Constitution may be amended or replaced by Special Resolution of Members at a General Meeting. At least fourteen days before the General Meeting at which any amendment is to be considered, the Management Committee shall give notice to all Members of the proposed resolution, the reasons for the proposal, and any recommendations the Committee has.
- 12.2 **Ratification at AGM:** Notwithstanding clause 12.1, the Committee may propose amendments to this Constitution from time to time, which may be duly ratified at the following AGM by Special Resolution.
- 12.3 **No amendment:** No addition to, deletion from or alteration of this Constitution may be made which would allow personal pecuniary profits to any individuals.

13. Dispute resolution

13.1 Definitions: In this clause 13:

- (a) **Dispute** means a disagreement or conflict between and among any one or more Members, any one or more Officers and the Club, that relates to an allegation that:
- (i) a Member or an Officer has engaged in misconduct; or
 - (ii) a Member or an Officer has breached, or is likely to breach, a duty under this Constitution or the Act; or
 - (iii) the Club has breached, or is likely to breach, a duty under this Constitution or the Act; or
 - (iv) a Member's rights or interests as a member have been damaged or Members' rights or interests generally have been damaged;
- (b) **Disputes Procedure** means the procedure for resolving a Dispute set out in clauses 13.5 to 13.13;
- (c) a **Member** is a reference to a Member acting in their capacity as a Member;
- (d) an **Officer** is a reference to an Officer acting in their capacity as an Officer.

13.2 **Application of other legislation to a Dispute:** The Disputes Procedure will not apply to a Dispute to the extent that other legislation requires the Dispute to be dealt with in a different way. The Disputes Procedure will have no effect to the extent that it contravenes, or is inconsistent with, that legislation.

13.3 **Application of other procedures under this Constitution or in a Bylaw:**

- (a) If the Dispute is dealt with by a separate procedure under this Constitution or in a Bylaw (**Other Procedure**), that Other Procedure applies to the exclusion of the Disputes Procedure. If any part of the Other Procedure is inconsistent with the rules of natural justice, that part will not apply, but the remainder of the

Other Procedure will continue to apply together with adjustments as determined by the Committee in its discretion so that the Other Procedure is consistent with the rules of natural justice.

- (b) If the conduct, incident, event or issue does not meet the definition of a Dispute and is managed by any Other Procedure, that Other Procedure applies to the exclusion of the Disputes Procedure.

13.4 **Application of the Disputes Procedure:** If the Dispute is not required by other legislation to be dealt with in a different way and it is not dealt with by any Other Procedure, the Disputes Procedure applies to the Dispute.

Disputes Procedure

13.5 **Raising a complaint:**

- (a) A Member or an Officer may start the Disputes Procedure (a **Complaint**) by giving written notice to the Committee setting out:
 - (i) the allegation to which the dispute relates and who the allegation is against; and
 - (ii) any other information reasonably required by the Club.
- (b) The Club may make a Complaint involving an allegation against a Member or an Officer by giving notice to the person concerned setting out the allegation to which the Dispute relates.
- (c) The information given must be enough to ensure a person against whom the Complaint is made is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.

13.6 **Investigating and determining Disputes:** Unless otherwise provided, the Club must as soon as is reasonably practicable after receiving or becoming aware of a Complaint, ensure the Dispute is investigated and determined. Disputes must be dealt with in a fair, efficient, and effective manner.

13.7 **Decision to not proceed with a matter:** Despite the contents of the Disputes Procedure, the Club may decide not to proceed with a matter if:

- (a) the Complaint is trivial; or
- (b) the Complaint does not appear to disclose or involve any allegation of the following kind:
 - (i) any material misconduct; or
 - (ii) any material breach or likelihood of material breach of a duty under this Constitution or the Act; or
 - (iii) any material damage to a Member's rights or interests or Members' rights or interests generally; or
- (c) the Complaint appears to be without foundation or there is no apparent evidence to support it; or

- (d) the person who makes the Complaint has an insignificant interest in the matter; or
- (e) the conduct, incident, event, or issue giving rise to the Complaint has already been investigated and dealt with under this Constitution; or
- (f) there has been an undue delay in making the Complaint.

13.8 **Complaint may be referred:** The Club may refer a Complaint to:

- (a) a hearing body or person authorised, delegated or appointed by the Committee to hear and resolve Disputes, and includes an arbitral tribunal (**Hearing Body**); or
- (b) a subcommittee or an external person to investigate and report; or
- (c) any type of consensual dispute resolution with the consent of all parties to the Complaint.

13.9 **Hearing Body:** The Committee may determine the composition, jurisdiction, functions and procedures of, and any sanctions which can be imposed by, any Hearing Body. Each Hearing Body has delegated authority by the Committee to resolve, or assist to resolve, Complaints.

13.10 **Bias:** An individual may not be part of a Hearing Body in relation to a Complaint if two or more members of the Committee or of the Hearing Body consider there are reasonable grounds to believe that the individual may not be:

- (a) impartial; or
- (b) able to consider the matter without a predetermined view.

13.11 **Complainant's right to be heard:**

- (a) The Member or Officer has a right to be heard before the Complaint is resolved or any outcome is determined. If the Club makes a Complaint, the Club has a right to be heard before the Complaint is resolved or any outcome is determined, and a Committee Member may exercise that right on behalf of the Club.
- (b) A Member or Officer or the Club must be taken to have been given the right if:
 - (i) the Member or Officer or the Club has a reasonable opportunity to be heard in writing or at an oral hearing, if one is held; and
 - (ii) an oral hearing is held if the Hearing Body considers that an oral hearing is needed to ensure an adequate hearing; and
 - (iii) an oral hearing, if any, is held before the Hearing Body; and
 - (iv) the Member's or Officer's or the Club's written statement or submission, if any, are considered by the Hearing Body.

13.12 **Respondent's right to be heard:** The Member or Officer who, or the Club which, is the subject of the Complaint (**Respondent**) has a right to be heard before the Complaint is resolved or any outcome is determined. If the Respondent is the Club,

a Committee Member may exercise the right on behalf of the Club. A Respondent must be taken to have been given the right if:

- (a) the Respondent is fairly advised of all allegations concerning the Respondent, with sufficient details and time given to enable the Respondent to prepare a response; and
- (b) the Respondent has a reasonable opportunity to be heard in writing or at an oral hearing, if one is to be held; and
- (c) an oral hearing is held if the Hearing Body considers that an oral hearing is needed to ensure an adequate hearing; and
- (d) an oral hearing, if any, is held before the Hearing Body; and
- (e) the Respondent's written statement or submissions, if any, are considered by the Hearing Body.

13.13 **Appeals:** There is no right of appeal or right of review of a decision unless specified in this Constitution.

14. Liquidation and removal

14.1 **Notice:** The Committee must give all Members at least 20 days notice of a proposed motion:

- (a) to appoint a liquidator;
- (b) to remove the Club from the Register of Incorporated Societies; or
- (c) for the distribution of the Club's surplus assets.

The notice must comply with section 228 of the Act and include details of the General Meeting at which the proposed motion is to be considered.

14.2 **Special Resolution:** Any resolution for a motion set out in clauses 14.1(a) to (c) must be passed by a two-thirds majority of all Members present and voting.

14.3 **Surplus assets:**

If the Club is liquidated or removed from the Register of Incorporated Societies, no distribution shall be made to any Member.

On the liquidation or removal from the Register of Incorporated Societies of the Club, its surplus assets — after payment of all debts, costs and liabilities — shall be vested in the Christchurch Metropolitan Cricket Association.

However, in any resolution under this rule, the Club may approve a different distribution to a different not-for-profit entity from that specified above, so long as that entity shares similar purposes to the Club and complies with the Act.

15. **Matters not provided for**

- 15.1 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.

16. **Transition**

- 16.1 **Transition:** This Clause 16 applies to facilitate transition of the Club from the previous Rules to this Constitution. If this clause is inconsistent with any other clause in this Constitution, this clause applies to the extent of the inconsistency and the other clause will not.
- 16.2 **Power of Committee during transition period:** Subject to the Act, the Committee may amend any requirement for and/or the date by which this Constitution requires anything to be done. This clause applies for six months and is solely to enable flexibility in the transition of the Club from the previous Rules to this Constitution and to correct any unintended consequences occurring through different wording being used.
- 16.3 **Transition of Committee Members:** The Committee Members under the previous Rules continue as Committee Members under this Constitution until they cease to be a Committee Member under this Constitution.