

CONSTITUTION

of

**CASHMERE TECHNICAL FOOTBALL CLUB
INCORPORATED**

Cashmere Technical Football Club Incorporated - Constitution

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Cashmere Technical Football Club Incorporated – Constitution

1. DEFINITIONS AND INTERPRETATION

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.

Application means an application to become a Member in whatever form the Board decides.

Board means the Club's governing body.

Board Member means a member of the Board.

Bylaws means any bylaws, policies, regulations and codes of the Club made under clause 11

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

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.

Diversity, Equity and Inclusion means ensuring fair and equitable opportunities are available to everyone to participate in sport and recreation irrespective of age, ability, ethnicity, gender, national origin, race, religion, sexual orientation, beliefs, or socio-economic status.

Due Date means the date on which the Board determine that Subscriptions are to be paid by Members.

General Manager means the person in the highest-ranking management position in the Club.

General Meeting means an AGM or SGM of the Club.

Interested has the meaning given in section 62 of the Act.

Matter has the meaning given in section 62(4) of the Act.

Member means each person who for the time being is a member of the Club and includes all classes of members described in clause 4.4 - 4.12.

Officer means a Board 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.

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

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% majority of votes cast.

Subscriptions means fees, subscriptions or levies that the Board shall by majority vote determine are payable by Members.

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

1.2. **Interpretation:** Unless the context otherwise requires:

1.2.1. Words referring to the singular include the plural and vice versa.

1.2.2. Clause headings are for reference only.

- 1.2.3. Expressions referring to writing include references to words visibly represented, copied, or reproduced, including by email.
 - 1.2.4. Reference to a person includes any other entity or association recognised by law and vice versa and any reference to a particular entity includes a reference to that entity's successors.
 - 1.2.5. A reference to any legislation includes any statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendment to, re-enactment of, or replacement of, that legislation.
 - 1.2.6. All periods of time or notice exclude the days on which they are given.
- 1.3. **Notices:** Subject to any other notice requirements in this Constitution, any notice or other communication given under this Constitution must be in writing and will be given to:
- 1.3.1. a Member if delivered by hand to the Member or sent to the address set out in their Contact Details;
 - 1.3.2. the Club if sent to info@ctfc.co.nz or by post to the Club's registered office set out on the Register of Incorporated Societies.
- 1.4. **Receipt of notices:** A notice is deemed to have been received:
- 1.4.1. if delivered by hand, at the time of delivery;
 - 1.4.2. if given by post, when left at the address of that party or five Business Days after being put in the post; or
 - 1.4.3. if given by email, upon production of a physical copy of the email detailing the time and the date the email was sent (provided that the sender does not receive any "out of office" auto-reply or other indication of non-receipt),
 - 1.4.4. provided that any notice or communication received or deemed received after 5pm on a Working Day, or on a day which is not a Working Day, will be deemed not to have been received until the next Working Day.

2. CLUB DETAILS

- 2.1. **Name:** The name of the society is Cashmere Technical Football Club Incorporated (**Club**).
- 2.2. **Registered office:** The registered office of the Club is at the place the Board decides.
- 2.3. **Contact person:** At its first Board meeting following an AGM, the Board 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 Board 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:
 - 3.1.1. Promote, encourage, foster and improve amateur sport; and
 - 3.1.2. Provide sporting opportunities and facilities for the benefit of its members; and

- 3.1.3. Support the endeavours of members to play, coach, administer and officiate in the sport of association football at regional, national and international level; and
- 3.1.4. Be a member of any relevant regional and national bodies for the sport(s) that it is involved in including the No. 6 Federation of New Zealand Incorporated (**Mainland Football**) (or whichever organisation shall be responsible for organising association football in the Christchurch region) and New Zealand Football Incorporated (**NZF**) (or whichever organisation shall be responsible for organising association football in New Zealand/Aotearoa); and
- 3.1.5. Hold sports events, programmes and competitions; and
- 3.1.6. Provide and develop where possible facilities to enable its members and the wider community to participate and actively engage in sport; and
- 3.1.7. Lead, promote and enable Diversity, Equity and Inclusion across the whole Club including governance of the Club and participation in association football activities;
- 3.1.8. Protect the integrity of association football and the Club by developing and enforcing standards of conduct as set out by Mainland Football and NZF from time to time.
- 3.1.9. Do anything necessary or helpful to the above purposes.

4. MEMBERS

- 4.1. **Application:** All Applications for membership are decided by the Board, 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 Subscriptions and satisfied any other preconditions.
- 4.2. **Member consent:** A person or entity consents to become a Member by submitting an Application to the Club or paying Subscriptions, unless otherwise specified in this Constitution.
- 4.3. **Membership:** The categories of Members of the Club are as set out below.
- 4.4. **Ordinary Member**
 - 4.4.1. Any person who is a registered playing member of the Club.
- 4.5. **Junior Member**
 - 4.5.1. Any Ordinary Member under the age of 18 years.
 - 4.5.2. Junior Members shall not hold any office.
 - 4.5.3. Voting Rights: the parent or guardian of a Junior Member, once any applicable Subscriptions have been paid in full, shall be entitled to full voting rights, being one vote per Junior Member.
- 4.6. **Senior Member**
 - 4.6.1. Any Ordinary Member over the age of 18.
 - 4.6.2. Once any Subscriptions have been paid in full a Senior Member shall have full voting rights.

4.7. Life Member

- 4.7.1. Life Membership may be granted in recognition and appreciation of outstanding service by an individual to the Club or to any other club that has a historical or present link to the Club as deemed by the Board.
- 4.7.2. Any Member may nominate an individual to become a Life Member by giving notice to the Board setting out the grounds for the nomination. The Board must then determine whether the nomination should be forwarded to a General Meeting for determination by the Members.
- 4.7.3. A person may only be elected as a Life Member by a Special Resolution at a General Meeting. A person consents to becoming a Life Member on acceptance of their life membership.
- 4.7.4. Any Life Member shall have full voting rights and shall be exempt from paying Subscriptions.

4.8. Board Member

- 4.8.1. Any person elected, co-opted, or appointed as a member of the Board under clause 6.3.
- 4.8.2. Board Members shall have full voting rights and shall be exempt from paying Subscriptions, unless also a Senior Member.

4.9. Honorary Member

- 4.9.1. Any person elected as an Honorary Member by the Board.
- 4.9.2. Honorary Members shall be exempt from paying Subscriptions and shall have no voting rights.

4.10. Volunteer Member

- 4.10.1. Any person who coaches, manages or co-ordinates a grade shall be deemed a Volunteer Member.
- 4.10.2. Volunteer Members shall be exempt from paying Subscriptions unless also a player.
- 4.10.3. If any person fulfils multiple voluntary roles, for the purposes of voting they will only be considered a Volunteer Member.
- 4.10.4. A Volunteer Member shall have full voting rights.

4.11. Associate Member

- 4.11.1. Any person who is not already categorised as any of the above types of Members but has applied for Membership pursuant to clause 4.1 and has had such application accepted and paid in full any applicable Subscriptions.
- 4.11.2. An Associate Member shall have full voting rights.

4.12. Other

- 4.12.1. Such other category that the Board may decide from time to time.

4.12.2. All members with exception of Life Members and Honorary Members, are subject to annual renewal in order to retain membership. Board Member renewal will be subject to their respective elected term of office.

4.13. **Member rights and obligations:** Members acknowledge and agree that:

4.13.1. they are bound by, and will comply with, this Constitution and the Bylaws, and to the extent they apply, the statutes, rules, procedures or policies of Mainland Football and NZF.

4.13.2. they are entitled to all rights and entitlements granted by this Constitution or as determined by the Board;

4.13.3. 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 Board, including payment of any Subscriptions by the Due Date;

4.13.4. if they fail to comply with sub-clause 4.13.3 the Board may terminate their membership, but the Member continues to be bound by this Constitution;

4.13.5. they do not have any rights of ownership of, or the automatic right to use, the Club's property; and

4.13.6. they will promote the interests and purposes of the Club and must not do anything to bring the Club into disrepute.

4.14. **Ceasing to be Member:** A Member ceases to be a Member:

4.14.1. on death;

4.14.2. by giving notice to the Board of their resignation;

4.14.3. if their membership is terminated under clause 4.13.4;

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

4.15. **Consequences of ceasing to be a Member:** A Member who ceases to be a Member:

4.15.1. remains responsible to pay all their outstanding membership and other fees to the Club;

4.15.2. must return all the Club's property if required;

4.15.3. ceases to be entitled to any rights of a Member.

4.16. **Subscriptions**

4.16.1. All Subscriptions for playing Members in the Senior, Community, Junior or Youth competitions, or in a situation where the Board deems a Subscription is payable, must be paid by the Due Date of the relevant year unless otherwise determined by the Board.

4.16.2. Where a playing Member has not paid the relevant Subscriptions in full by the Due Date specified in Rule 4.16.1 that Member will be suspended from Club activities, including matches, until their Subscriptions have been paid in full.

4.16.3. The Board may decide to waive Subscriptions in relation to a particular playing Member.

4.16.4. Rule 4.16.1 will not apply to the playing Member during the period their fees are waived.

4.17. **Member register:**

4.17.1. The Board 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.

4.17.2. The Member register will be updated as soon as practicable after the Board becomes aware of changes of the information recorded in the Member register.

4.17.3. The Board will keep a record of those who have ceased to be a Club member within the previous 7 years and the date on which they ceased to be a member.

5. **GENERAL MEETINGS**

5.1. **AGM:** An AGM must be held once a year at the time, date and place as the Board 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 of AGM:** The Members must be given at least 14 days notice of the AGM. Notice to Members of an AGM may be given by posting on the Club's website.

5.3. **Business of AGM:** The following business will be discussed at the AGM:

5.3.1. confirmation of the minutes of the previous AGM;

5.3.2. the Board's presentation of the following information during the most recently completed accounting period:

5.3.2.1. the annual report;

5.3.2.2. the annual financial statements;

5.3.2.3. the review or audit report of the financial statements if the Board determines that an audit or review is required;

5.3.3. 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);

5.3.4. the election of any Board Members;

5.3.5. consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM;

5.3.6. consideration of any other items of business that have been properly submitted for consideration at the AGM.

5.4. **Notice of proposed motions:** Members must give notice of any proposed motions and other items of business to the Club at least 28 days before the date of the AGM.

5.5. **Notice of agenda:** Notice of the agenda containing the business to be discussed at the AGM must be sent to all persons entitled to attend the AGM at least 14 days before the date of the AGM. No additional items of business can be voted on other than those set out in the agenda, but the Members present may agree by Special Resolution to discuss any other items.

- 5.6. **Calling of SGM:** The Board must call a SGM if it receives a written request stating the purpose of the SGM from the Board itself or by 25% of Members.
- 5.7. **Notice of SGM:** Members must be given at least 14 days notice of the SGM, unless the Board, 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. A SGM may only consider and deal with the business specified in the request for the SGM.
- 5.8. **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, participating by audio link, audio-visual link or other electronic communication or by a combination of those methods.
- 5.9. **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 20 members.
- 5.10. **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 or through audio, audio visual link or other electronic communication, 15 minutes after the further AGM's scheduled start time are deemed to constitute a valid quorum.
- 5.11. **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.
- 5.12. **Control of General Meetings:** The Board Chair chairs General Meetings. If that person is unavailable, a Board Member (appointed by the Board) will preside. In the absence of both of those persons, the Members present will elect a person to chair the General Meeting.
- 5.13. **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:
- 5.13.1. 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
- 5.13.2. a motion to proceed is put to the meeting and a majority, of two-thirds of votes cast, is obtained in favour of the motion to proceed.
- 5.14. **Attendance:** Members and any other persons invited by the Board are eligible to attend and speak at General Meetings.
- 5.15. **Voting:** Subject to the voting entitlements at clause 4.4 - 4.12 a Member is entitled to exercise one vote on any motion at a General Meeting in person.
- 5.16. **Voting by electronic means:** Voting by electronic means is permitted.
- 5.17. **Voting by proxy:** Proxy voting is not permitted.
- 5.18. **Conduct of voting:** Voting is conducted by voices or a show of hands as determined by the chair of the meeting, unless a secret ballot is called for and approved by the chair or any Member or as otherwise required under this Constitution.

- 5.19. **Minutes:** Minutes must be kept of all General Meetings.
- 5.20. **Resolution:** An Ordinary Resolution of Members at a General Meeting is sufficient to pass a resolution, except as specified in the Act or this Constitution.

6. BOARD

- 6.1. **Functions and powers:** Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution the Board must manage, direct or supervise the operation and affairs of the Club and has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of the Club.
- 6.2. **Composition:** The Board consists of a minimum of 8 persons elected at the AGM together with such additional Board Members as shall be appointed in accordance with clause 6.8.
- 6.3. **Election of Board Members:** Board Members are elected as follows:
- 6.3.1. the Board shall call for nominations for any Board Member positions that are to be vacated at an AGM at least 28 days before the AGM or may accept nominations that are proposed and seconded with or without written notice at the AGM;
 - 6.3.2. nominations are made in the form decided by the Board and must be received by the date set by the Board and if no date is set, at least 14 days before the AGM;
 - 6.3.3. the Board must give notice of the nominations to all Members at least 14 days before the AGM;
 - 6.3.4. at the AGM, if there are more nominees than number of positions available, the election is by secret ballot, unless otherwise decided by the Chair of the General Meeting and approved by a Special Resolution of Members. If a secret ballot is held, two scrutineers must be appointed at the General Meeting to count the votes;
 - 6.3.5. those nominees who have the highest number of votes in their favour to fit the number of vacant positions are declared elected;
 - 6.3.6. 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;
 - 6.3.7. if there is only one nominee for a vacant position, that person is declared to be elected without the need for a vote.
- 6.4. **Qualification:** Every Board Member must, in writing:
- 6.4.1. consent to be a Board Member; and
 - 6.4.2. certify that they are not disqualified from being elected or holding office as a Board Member by this Constitution or under section 47 of the Act.
- 6.5. **Disqualification:** The following persons are disqualified from being elected or holding office as a Board Member:
- 6.5.1. A person who is an employee of, or independent contractor to, the Club.

- 6.5.2. A person who is disqualified from being elected or holding office as a Board Member under section 47 of the Act.
- 6.5.3. A person who has been removed as a Board Member following a process under this Constitution or any Bylaw.

If an existing Board Member becomes or holds any position in 6.5.1 above then upon their appointment to such a position, they are deemed to have vacated their office as a Board Member. If any of the circumstances listed in 6.5.2 above occur to an existing Board 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.

- 6.6. **Term:** The term of office for all Board Members shall expire at the next AGM. Board Members are eligible to be re-elected at the next AGM.
- 6.7. **Casual Vacancy:** If a Casual Vacancy arises, the remaining Board Members may:
 - 6.7.1. Subject to clause 6.4, appoint a person of their choice to fill the Casual Vacancy until the expiry of the term of the person they replace; or
 - 6.7.2. May leave the Casual Vacancy unfilled until the next AGM.
- 6.8. **Additional Board Members:** The Board may in its sole discretion appoint such additional persons to the Board as it shall deem necessary with such appointment remaining in effect until the next AGM. The appointment of additional Board Members is subject to clause 6.4.
- 6.9. **Board Member ceasing to hold office:** A person ceases to be a Board Member if:
 - 6.9.1. their term expires;
 - 6.9.2. the person resigns by delivering a signed notice of resignation to the Board;
 - 6.9.3. the person is removed from office under this Constitution;
 - 6.9.4. the person becomes disqualified from being an officer under section 47(3) of the Act.
 - 6.9.5. the person dies or becomes mentally or physically incapable of carrying out their role and/or duty as a Board Member. In this regard, the other members of the Board shall take into account all information that they in their own discretion deem to be relevant and the decision of the other members of the Board shall be final.

7. BOARD MEETINGS

- 7.1. **Calling meetings:** Board meetings may be called at any time by the Chair or by at least three Board Members, but generally the Board meets at least 10 times per year.
- 7.2. **Meeting procedure:** Except to the extent specified in the Act or this Constitution, the Board may regulate its own procedure.
- 7.3. **Quorum:** The quorum for a Board meeting is 3 or more Board Members. Any Board Member may be counted for the purposes of a quorum, participate in any and vote on any proposed resolution at a Board meeting without being physically present. This may only occur at Board meetings by audio or audio-visual link or other electronic communication provided that all persons participating in the Board meeting can hear each other effectively and simultaneously.

- 7.4. **Chair:** The Board will elect the Chair from amongst the Board Members. The Chair will chair Board meetings and General Meetings. If the Chair is unavailable, another Board Member must be appointed by the Board to undertake the Chair's role during the period of unavailability.
- 7.5. **Voting:** Each Board Member has one vote. Voting is by voices or on request of any Board Member by a show of hands or by a ballot. Proxy and postal votes are not permitted. Voting by electronic means is permitted. The Chair shall not have a casting vote.
- 7.6. **Resolution in writing:** A resolution in writing signed or consented to by email or other electronic means by a majority of Board Members is valid as if it had been passed at a Board meeting. Any resolution may consist of several documents in the same form each signed by one or more Board Members.

8. GENERAL MANAGER

- 8.1. **Role of General Manager:** The Board may engage a General Manager. The General Manager is under the direction of the Board and is responsible for the day-to-day management of the Club under this Constitution and the Bylaws and within any delegated authority from the Board.
- 8.2. **Board involvement:** The General Manager may attend Board meetings when required by the Board but has no voting rights.

9. FINANCES

- 9.1. **Control and management of finances:** The funds and property of the Club are controlled, invested and disposed of by the Board, subject to this Constitution and devoted solely to the promotion of the purposes of the Club set out in clause 3.
- 9.2. **Balance date:** The Board will decide the Club's balance date.
- 9.3. **Review of financial statements:** Each year, the Board shall decide whether or not the Club's financial statements are to be reviewed or audited and shall appoint a reviewer or auditor as appropriate. The reviewed or audited financial statements must be submitted to the AGM.
- 9.4. **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:
- 9.4.1. receiving reimbursement of actual and reasonable expenses incurred, or
 - 9.4.2. entering into any transactions with the organisation 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.

10. AMENDMENTS

- 10.1. **Amendments:** This Constitution may only be amended or replaced by Special Resolution of Members at a General Meeting.
- 10.2. **No amendment:** No addition to, deletion from or alteration of this Constitution may be made which would allow personal pecuniary profits to any individuals.

10.3. Minor effect or technical alteration:

- 10.3.1. If an amendment to this Constitution would have no more than a minor effect or is to correct errors or makes similar technical alterations, then the Board may give notice of the amendment to every Member stating the text of the amendment and the right of Members to object to the amendment.
- 10.3.2. If the Board does not receive any objections from Members within 20 Working Days after the date on which the notice is sent, or any longer period of time that the Board decides, then the Board may make that amendment. If it does receive an objection, then the Board may not make the amendment

11. BYLAWS

- 11.1. The Board may make and amend Bylaws for the conduct and control of the Club's activities and codes of conduct applicable to Members. Any Bylaw must be consistent with the Club's purposes set out in clause 3.1, the Act and any other laws.
- 11.2. All Bylaws are binding on the Club and the Members.
- 11.3. The making, amendment, revocation, or replacement of a Bylaw is not an amendment of this Constitution.

12. DISPUTE RESOLUTION

- 12.1. A Member or a Board Member may make a complaint in writing (including by electronic mail) to the Board.
- 12.2. The written complaint shall set out the allegation, who it relates to and provide sufficient supporting details in order for the Board to be properly advised.
- 12.3. The Board has the power to use any or a combination of the below mechanisms, where relevant and applicable when resolving a dispute:
 - 12.3.1. Investigate and determine the matter as set out in clause 12.4;
 - 12.3.2. Refer the matter to Mainland Football;
 - 12.3.3. Rely on the relevant Mainland Football and / or NZF Statutes, constitutions, regulations, policies, procedures or guidelines to determine a matter, this may include but is not limited to use of the NZF Disciplinary Code, the NZF Code of Conduct and the NZF Code of Ethics and the relevant Regional Association Disciplinary and Ethics Board.
- 12.4. In the event the Board investigates and / or determines a matter under 12.3.1 the following principles and procedures shall be adhered to:
 - 12.4.1. The Board in the first instance shall determine whether the complaint is frivolous, vexatious or otherwise without merit before investigating or determining a complaint.
 - 12.4.2. No reasons need to be given by the Board for a determination to proceed or not with a complaint as set out in 12.4.1.

- 12.4.3. Unless otherwise required by Mainland Football, the Board shall have the power to conduct and regulate the proceedings as it sees fit having regard to the principles of natural justice, the circumstance of the complaint and these dispute provisions.
- 12.4.4. The standard of proof shall be on the balance of probabilities and rest with the complainant.
- 12.4.5. A person who makes a complaint has a right to be heard either in writing, or at an oral hearing or both as determined by the Board.
- 12.4.6. A person who is the subject of the allegations or complaint, has a right to be heard either in writing, or at an oral hearing or both as determined by the Board.
- 12.4.7. The Board will, subject to 12.4.1, investigate and resolve disputes in a fair and efficient manner.
- 12.4.8. The Board may refer the complaint to an external person for the purposes of conducting an independent investigation and / or decision making.
- 12.4.9. Any member of the Board who is empowered to investigate or determine a complaint must be impartial and able to consider the matter without a predetermined view. If two or more other Board Members on reasonable grounds believe that the chosen Board Member may not be impartial, shall refer the matter to another Board Member or external person for investigation and decision making.

13. LIQUIDATION AND REMOVAL

13.1. **Notice:** The Board must give notice to all Members at least 20 Working Days of a proposed motion:

- 13.1.1. to appoint a liquidator;
- 13.1.2. to remove the Club from the Register of Incorporated Societies; or
- 13.1.3. 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.

13.2. **Special Resolution:** Any resolution for a motion set out in clauses 13.1.1 to 13.1.3 must be passed by a Special Resolution of Members.

13.3. **Surplus assets:** The surplus assets of the Club, after the payment of all costs, debts and liabilities, must be disposed of to any other not-for-profit entity that shares similar purposes to the Club.

14. TRANSITION

14.1. **Transition:** This clause 14 applies to facilitate transition of the Club from the previous constitution 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.

14.2. **Power of Board during transition period:** Subject to the Act, the Board may amend any requirement for and/or the date by which this Constitution requires anything to be done. This clause applies for 6 months and is solely to enable flexibility in the transition of the Club from the previous constitution to this Constitution and to correct any unintended consequences occurring through different wording being used.