

# GRAFTON UNITED CRICKET CLUB INCORPORATED

## CONSTITUTION



### 1. NAME

- 1.1. The name of the Club is Grafton United Cricket Club Incorporated.
- 1.2. The name of the Club may only be changed by special resolution of the Club General Meeting.

### 2. OBJECTS

- 2.1. The objects of the Club are:
  - (a) to promote, organise and foster the game of cricket at all levels;
  - (b) to promote any other lawful activity for the furtherance of the interests of its Members and not repugnant to the objects of the Club;
  - (c) to administer, deal with and otherwise utilise all the assets, rights, privileges and liabilities of the Club;
  - (d) to supply, sell, lease, sub-lease, exchange, mortgage, invest, improve, manage, develop or otherwise deal with all or any part of any real or personal property in which the Club from time to time has any beneficial interest;
  - (e) to purchase, lease, hire or by other means acquire any real or personal property or any interest in any real or personal property necessary or desirable for the purposes of the Club; and
- 2.2. To do all such things as may be incidental or conducive to the attainment of these objects or any of them.

### 3. REGISTERED OFFICE

- 3.1. The registered office of the Club shall be at such place as the Board shall from time to time determine.
- 3.2. Notice of any change of the registered office address shall be given to the Registrar by the Secretary.

### 4. CONTACT PERSON

- 4.1. At its first General Meeting following an Annual General Meeting, 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 any change in the contact person or their Contact Details.

### 5. MEMBERSHIP

#### 5.1. **Types of Members**

Membership in the Club shall comprise: Playing Members, Non-Executive Members, Associate Members, Honorary Members, Life Members and such other categories of members as may from time to time be determined by resolution of the Club in General Meeting.

#### 5.2. **Membership Qualification and Appointment**

##### (a) **Playing Members**

- i) Any person wishing to represent the Club shall apply for individual membership of the Club in writing in the manner prescribed by the Board.

- ii) A person consents to becoming a Playing Member by submitting an application.
- iii) The Board shall have the right to approve or reject any application.
- iv) Only upon Board approval and payment of the subscription in full, will an applicant become a Playing Member of the Club, with the entitlements and obligations as outlined in this Constitution and by the Board.
- v) Persons wishing to join the Junior Club shall make application to the Junior Committee, which is empowered as a sub-committee of the Board to act on its behalf in accordance with clause 12.

**(b) Non-Executive Members**

- i) Non-Executive Members comprise the Patron or Patrons and Vice Presidents who are not members in any other capacity.
- ii) Non-Executive Members are nominated and elected at each Annual General Meeting, do not necessarily need to be a Member prior to such appointment and hold office until the next Annual General Meeting unless the office is terminated earlier.
- iii) A nominee consents to becoming a Non-Executive Member upon acceptance of their membership.

**(c) Associate Members**

- i) Associate Members are persons or teams not directly representing the Club, but who wish to participate in other Club activities.
- ii) Any person or team wishing to join as an Associate Member of the Club may apply in writing in the manner prescribed by the Board.
- iii) A person consents to becoming an Associate Member by submitting an application.
- iv) The Board shall have the right to approve or reject any application.
- v) Only upon Board approval and payment of the subscription in full, will an applicant become an Associate Member of the Club, with the entitlements and obligations as outlined in this Constitution and by the Board.
- vi) Associate Members are permitted to attend but not vote at a General Meeting.

**(d) Honorary Members**

- i) The Board shall be empowered to appoint at its discretion each year, on an honorary basis, Honorary Members of the Club.
- ii) A Member consents to becoming an Honorary Member upon acceptance of their honorary membership.
- iii) Members of the Junior Committee who are not otherwise Members shall be deemed to be Honorary Members whilst serving on that committee.
- iv) Honorary Members are permitted to attend but not vote at a General Meeting.

**(e) Life Members**

- i) Life Members are elected by resolution at an Annual General Meeting on the recommendation of the Board, where in its opinion it considers a person to be deserving of such recognition by reason of outstanding service to the Club.
- ii) A nominee consents to becoming a Life Member upon acceptance of their life membership.
- iii) The proposed nomination must be mailed to all members at least ten (10) days prior to the date of the meeting,
- iv) Not more than one Life Member shall be appointed at any Annual General Meeting.
- v) A Life Member shall be entitled to all the benefits of membership of the Club as outlined in this Constitution and by the Board without payment of any subscription.

**5.3. Membership Term and Rights**

- (a) Unless terminated earlier, membership remains valid until the commencement of the following season on 1 September, with the exception of Non-Executive Members whose office will cease at the following Annual General Meeting, and Life Members.
- (b) Membership of the Club shall not confer on any Member, or any other person, any privilege, estate, proprietary right, interest or share in funds or property of the Club nor shall any Member be liable for any of the liabilities of the Club.
- (c) A copy of this Constitution shall be given to any Member upon request to the Secretary.
- (d) Any Member may resign during the year by advising the Secretary in writing and shall thereupon cease to be a Member, but shall remain liable to pay any subscription or other moneys due and payable by the Member at the time of resignation.
- (e) Any person who is not a Member shall not be entitled to either play for the Club or to any of the Club privileges of membership, or to attend, speak, nominate or vote at any General Meeting of the Club or meeting of the Board.

- (f) The Board may cancel or suspend the membership of any Member who is unfinancial, or for any other reason. The Board shall have total discretion regarding the exercise of its power under this clause. The Secretary shall as soon as is reasonably practicable advise the person whose membership is cancelled or suspended, of the fact of, and, if deemed appropriate, the reasons for the cancellation or suspension. If that person is also an Officer, his position as an Officer is automatically terminated at the time of cancellation or suspension.

#### **5.4. Member Register**

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. 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. 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.

#### **5.5. Pecuniary Profit and Exceptions ("the Pecuniary Profit Rule")**

- 5.5.1. Nothing otherwise expressed or implied in this Constitution shall permit the activities of the Club to be carried on for the personal pecuniary profit of any member or individual, nor shall any distribution, whether by way of money, property or otherwise, be made to any member or individual.

- 5.5.2. No member or person associated with a member of the Club shall derive any income, benefit or advantage from the Club where they can materially influence the payment of the income, benefit or advantage except that:

- i) any Member shall be entitled to be reimbursed out of the assets of the Club for all expenses which he or she properly incurs in connection with the affairs of the Club;
- ii) the Club may pay reasonable and proper remuneration to any Member or individual in return for services actually rendered, or supplies made, to the Club; and
- iii) any Member is to be paid all usual professional business or trade charges for services rendered, time expended and all acts done by that Member or by any firm or entity of which that Member is a Member, employee or associate in connection with the affairs of the Club;
- iv) any Member may receive interest on money advanced to the Club at a rate of interest no greater than the then current market rate of interest.

- 5.5.3. The Board, in determining all reimbursements, remuneration and charges payable in terms of this clause, shall ensure that the restrictions imposed by clauses 5.5.1 and 5.5.2 of this Constitution are strictly observed.

- 5.5.4. All members who may be interested or concerned directly or indirectly shall disclose the nature and extent of their interest to the Board and shall take no part whatever in the matter before the Board, other than as a member of the Board.

#### **5.6. Subscriptions**

- (a) Subscriptions shall be determined by the Board following each Annual General Meeting.
- (b) Subscriptions are due and payable as and when determined by the Board.

### **6. MEETINGS**

#### **6.1. Annual General Meeting**

- (a) An Annual General Meeting shall be held not later than seven (7) days prior to the ACA annual general meeting but in any event no later than 15 August in each year, as determined by the Board.
- (b) The business of an Annual General Meeting shall include the following:
  - i) reading of the notice convening the meeting;
  - ii) apologies;
  - iii) condolences;
  - iv) confirmation of minutes of previous meeting;
  - v) receive and adopt the annual report
  - vi) receive and adopt the financial statements for the previous financial year;
  - vii) give 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);
  - viii) election of officers;

- ix) appointment of auditor or reviewer;
  - x) general business.
- (c) Any Member who wishes to have any business considered at an Annual General Meeting as general business shall verbally raise that business at the Annual General Meeting.
  - (d) Members must be given notice of any proposed motions any other items of business to the Club at least ten (10) days before the date of the Annual General Meeting.
  - (e) Notice of the agenda containing the business to be discussed at the Annual General Meeting must be sent to all persons entitled to attend the Annual General Meeting at least ten (10) days before the date of the Annual General Meeting.

#### **6.2. Extraordinary General Meeting**

- (a) All meetings of the Club other than the Annual General Meeting shall be described as Extraordinary General Meetings.
- (b) The Board may at its discretion and shall, upon receipt of a requisition in writing signed by ten (10) Members entitled to vote, convene an Extraordinary General Meeting. Any such requisition must be given to the Secretary, shall contain reasonable details of the business to be discussed at the meeting, and shall be signed by the ten (10) Members making the requisition.
- (c) The Extraordinary General Meeting shall be convened by the Secretary within twenty one (21) days of the receipt of the requisition.

#### **6.3. Manner of Holding Meetings**

- (a) The quorum for a General Meeting shall be fifteen (15) Members present and entitled to vote within thirty (30) minutes of the advertised time of the meeting. If no quorum is present within thirty (30) minutes of the advertised time of the meeting, the meeting will be adjourned to the same day in the following week at the same time and place, or such other date, time and place as the Board may appoint.
- (b) Written notice of a General Meeting specifying the venue, date, time and business of the General Meeting shall be sent to all Members at least ten (10) days prior to the date of the General Meeting (exclusive of the day on which the notice is sent and the day of the meeting).
- (c) Any notice required to be given to any person under this Constitution may be delivered, posted, sent by transmission or sent by electronic means.
- (d) The accidental omission to give notice to, or the failure to receive such a notice by, any person, does not invalidate proceedings at any General Meeting.
- (e) Minutes must be kept at all General Meetings.

#### **6.4. Chairperson**

- (a) The President shall act as Chairperson at each General Meeting. Should the President be unable or unwilling to act as Chairperson, the Board chairperson shall, at his sole discretion, appoint a Vice President who is willing and able to act as Chairperson for the purposes of that General Meeting.
- (b) In the absence or unwillingness of a Vice President to act, the meeting shall elect a Chairperson who shall have the same powers as the President at that meeting.

#### **6.5. Voting**

- (a) All business conducted at a General Meeting shall be decided upon by a majority of votes cast, in the first instance by voices and, if necessary, on a show of hands.
- (b) A ballot may be demanded, either before or after the vote referred to in clause 6.5(a), by the Chairperson or three (3) Members present and entitled to vote.
- (c) Eligible Members shall have one vote for each resolution and the Chairperson shall have a casting vote if required.
- (d) Votes may only be cast in person and not by proxy.

- (e) All Members, including Members of the Junior Club, are entitled to attend and speak at General Meetings. Only the Patron or Patrons, Life Members, President, Vice Presidents and Playing Members are entitled to vote.
- (f) Unless expressly provided for in this Constitution, a resolution shall be passed at any General Meeting by a simple majority of the eligible votes cast.

#### 6.6. **Adjournment of Meetings**

- (a) Any General Meeting and any meeting of the Board may be adjourned from time to time at the discretion of the Chairperson of such meeting.

### 7. **OFFICERS**

- 7.1. The Officers of the Club shall comprise:

#### **Non-Executive**

- i) Patron or Patrons;
- ii) Vice Presidents;

#### **Board**

- iii) President;
- iv) Secretary;
- v) Treasurer;
- vi) Chairperson;
- vii) Senior Committee Chairperson; and
- viii) a minimum of four (4) and a maximum of seven (7) additional nominee members, one of whom shall be a nominee of the Junior Committee

#### **Senior Committee**

- ix) Senior Grade Coordinator
- x) Development Grade Coordinator
- xi) Lower Grade Coordinator
- xii) 1 Day Team Coordinator
- xiii) Women's Grade Coordinator

- 7.2. Except in the case of a person who is employed by or contracted to the Club in a paid position (either part-time or full-time, in which case the terms of employment or contract will be determined by the Board), Officers shall be nominated and elected at every Annual General Meeting and will act for the ensuing year unless a vacancy occurs through resignation, removal from office in accordance with this Constitution, disqualification from being an Officer under section 47(3) of the Act, death or for any other reason, during that year. The Board is empowered to fill any such vacancy at its discretion, except in the position of Patron or Vice President in which case such position shall remain vacant until the next Annual General Meeting.
- 7.3. Nominations shall be made in writing to the Secretary prior to the Annual General Meeting, signed by two Members. Nominees for any Officer holding an executive position must be a Member prior to such appointment.
- 7.4. Absent Members are ineligible for appointment as an Officer unless a signed statement of willingness to accept office is lodged with the Secretary prior to the Annual General Meeting.

### 8. **BOARD**

#### 8.1. **Management of Club**

The business and affairs of the Club shall be managed in a proper manner by, or under the direction or supervision of the Board which may exercise all powers of the Club and do on its behalf all acts as the Board may deem necessary or expedient to fulfil the objects of the Club and as are not by this Constitution required to be done or exercised by the Club in General Meeting,

#### 8.2. **Composition of Board**

- (a) The Board shall comprise the President (as an ex officio member of all Club committees and sub-committees), Secretary, Treasurer, Club Chairperson, Junior Club Chairperson and General or Club Manager; and a minimum of four (4) and a maximum of seven (7) additional nominee members.

- (b) Any member of the Board shall be deemed to have vacated his office if he is absent from three successive meetings of the Board without apology to the Secretary.

### **8.3. Board Meetings**

- (a) Board shall elect one of its number to be its chairperson at the first meeting following the Annual General Meeting. The chairperson shall preside at all meetings of the Board held during the season. If the Board chairperson is unable to attend a meeting of the Board, the Board members present shall elect a chairperson for that meeting.
- (b) The quorum for a Board meeting shall be five (5) members. No business may be transacted at a meeting of the Board if a quorum is not present. A Board meeting may be held either by assembly in person together or by means of audio or audio/visual communication.
- (c) Each Board member is entitled to one vote except that the chairperson shall also have a casting vote if required.
- (d) Unless otherwise specified in this Constitution, any decision of the Board shall be made by a simple majority of Board members present and voting on the issue.
- (e) A resolution in writing, signed or assented to by all Board members, is as valid and effective as if passed at a meeting of the Board.

### **8.4. Powers, Duties And Responsibilities of Board**

The Board shall have all the powers, duties and responsibilities required to give effect to clause 8.1. These shall include, without limitation, the following:

- (a) to receive, consider and approve or decline applications for membership in accordance with clause 5.2;
- (b) at its discretion appoint Honorary Members in accordance with clause 5.2(d);
- (c) to consider and make recommendations for Life Membership in accordance with clause 5.2(e);
- (d) to suspend or cancel membership in accordance with clause 5.3(f) or otherwise discipline or fine Members;
- (e) to determine the annual subscription to be paid by Members in accordance with clause 5.6;
- (f) to fill any vacancies arising in its ranks or that of any other office in accordance with clause 7.2;
- (g) to appoint on an annual basis team captains and selectors;
- (h) to appoint on an annual basis a Coaching staff for the Club as and when required (either part-time or full time and on a paid basis);
- (i) to appoint such other paid staff (either part-time or full time) as may be required from time to time to carry out the affairs and activities of the Club (which staff may include a Secretary/Manager to assume the current roles of the Secretary and Treasurer);
- (j) to affiliate with the ACA and any other relevant body and appoint such representatives to these organisations as it may consider necessary;
- (k) to co-opt persons and/or to delegate to them and appoint sub-committees as required and clearly define and supervise the functions of such appointees/delegates;
- (l) to appoint such board members to the Trust as required from time to time;
- (m) to report at each Annual General Meeting on its management of the Club during that year, prospects for the future and its forward planning;
- (n) to maintain and control Club bank accounts in accordance with clause 10.4;
- (o) to invest available funds of the Club in such manner and upon such security (if any) as it shall think fit (but in accordance with clause 10.5);

- (p) to borrow money or raise funds in accordance with clause 10.7; and
- (q) to issue, alter or amend in any way any Bylaws of the Club from time to time in accordance with clause 16; and
- (r) to do all such other lawful things as are incidental or conducive to the attainment of any of the objects specified in clause 2.1.

## **9. SECRETARIAL**

The duties of the Secretary shall include;

- (a) convening Annual General Meetings and other General Meetings of the Club when required to do so and giving the required notices to Members in accordance with these Constitution and likewise convening meetings of the Board;
- (b) keeping minutes of all meetings of the Club and the Board;
- (c) conducting correspondence on behalf of the Club under direction of the Board and generally maintaining the proper records of the Club;
- (d) presenting a record of correspondence at each meeting of the Board and making available all proper records of the Club within twenty four (24) hours of a request from the Board;
- (e) giving all such notices, certificates or information to the Registrar as may be required by the Act;
- (f) in conjunction with the Treasurer, advising the Board on all statutory requirements and obligations; and
- (g) such other duties as the Board may specify from time to time as being required to attain any of the objects specified in clause 2.1.

## **10. FINANCIAL**

### **10.1. Duties of the Treasurer**

The duties of the Treasurer shall include;

- (a) ensuring that all moneys due to the Club are duly received, acknowledged and paid into such bank accounts as the Board shall from time to time direct in accordance with clause 10.4;
- (b) paying all accounts in such manner as the Board shall authorise and determine;
- (c) ensuring that complete and proper records of all financial transactions are maintained in accordance with generally accepted accounting standards and making such records available within twenty four (24) hours of a request from the Board;
- (d) instituting and maintaining a system of budgetary control under the direction of the Board;
- (e) maintaining a membership register for the Club and reporting to the Board any member who has failed to pay subscriptions, fees or other moneys properly payable;
- (f) submitting a current financial statements to each Board meeting;
- (g) preparing the annual financial statements for Board approval and certification by the appointed auditor or reviewer;
- (h) promptly investing available funds at the direction of the Board in accordance with clauses 7.4(o) and 9.5;
- (i) in conjunction with the Secretary, advising the Board on all statutory requirements and obligations; and
- (j) such other duties as the Board may specify from time to time as being required to attain any of the objects specified in clause 2.1.

### **10.2. Financial Year**

The financial year of the Club shall be from 1 May to 30 April. This financial year may only be changed by resolution of the Club in General Meeting.

#### **10.3. Audit of Annual Accounts**

- (a) Each year's financial statements and accompanying reports shall be audited by an auditor or reviewed prior to each year's Annual General Meeting. The auditor or reviewer shall be a member of the Institute of Chartered Accountants of New Zealand or other such equivalent and recognised society, and shall be duly appointed at the Annual General Meeting.
- (b) The retiring auditor or reviewer shall be eligible for re-appointment, and may be removed from office by resolution of the Club in General Meeting.

#### **10.4. Club Bank Accounts**

- (a) All Club bank accounts shall be held in the name of "Grafton United Cricket Club Incorporated" and shall be under the direct control of the Board which shall appoint certain of the Officers to operate such accounts on its behalf.
- (b) Every account signing authority must specify that a minimum of two signatories are required for payments, deposits, withdrawals and generally to operate each account.

#### **10.5. Investment of Club Funds**

Unless agreed otherwise by the Club in General Meeting, Club funds may only be invested in deposits with or the debt instruments of licensed New Zealand trading or savings banks or the New Zealand Government.

#### **10.6. Expenditure of Club Investment. Funds**

Aggregate expenditure for any purpose whatever, which would reduce the Club's Investment Funds in any financial year by more than ten (10) per cent, shall require the approval of the Club by special resolution in General Meeting. For the purposes of this clause, the ten (10) per cent expenditure limit shall be calculated by reference to the Investment Funds balance at the commencement of the relevant financial year.

#### **10.7. Borrowing of Money**

The Board may borrow or raise funds whether unsecured or secured by debenture, mortgage, or otherwise, up to a limit of ten thousand dollars (\$10,000). Any borrowing in excess of this limit will require resolution of the Club in General Meeting.

### **11. CLUB COLOURS**

The colours of the Club shall be black, white and gold. These colours may only be changed by special resolution of the Club in General Meeting.

### **12. JUNIOR COMMITTEE AND OPERATION OF JUNIOR CLUB**

- 12.1. The Junior Committee shall be a sub-committee of the Board elected each year to promote, organise and manage junior cricket in the area under the control of the Club, and to operate the Junior Club within the policies laid down by the Board from time to time.
- 12.2. The operation of the Junior Committee is governed by bylaws existing at the date of adoption of these Constitution, which may be amended from time to time by the Board in accordance with clause 16.

### **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 Constitution 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 Constitution 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 Board 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 Board 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 Board 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 Board 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 Board 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 Board 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 Board 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.

#### **14. ALTERATION TO CONSTITUTION**

- 14.1. No revocation, alteration or addition of or to this Constitution may be made except by resolution of the Club in General Meeting upon the recommendation of the Board, for which written notice of the proposed revocation, alteration or addition shall have been given to all Members in accordance with this Constitution.
- 14.2. No such revocation, alteration or addition shall be valid unless and until accepted by the Registrar.
- 14.3. No addition, alteration, or rescission of or to this Constitution shall be permitted if it affects either the Pecuniary Profit Rule or the Constitution relating to the winding up or dissolution of the Club.

#### **15. LIQUIDATION AND REMOVAL**

- 15.1. The Board must give notice to all Members at least 20 Working Days 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.

- 15.2. Any resolution for a motion set out in clauses 15.1(a) to (c) must be passed by a Special Resolution of Members.
- 15.3. The surplus assets of the Club, after payment of all costs, debts and liability, must be disposed of to Auckland Cricket Association Incorporated or any other not-for-profit entity that shares similar purposes to the Club.

#### **16. BYLAWS**

- 16.1. The Bylaws of the Club in force at the date of adoption of this Constitution shall remain in force.
- 16.2. The Board may from time to time make such additions or alterations to the Bylaws, and may issue new Bylaws, as it thinks fit for the conduct of the affairs of the Club, provided that none of the Bylaws shall be inconsistent with this Constitution.
- 16.3. A copy of every alteration or addition to the Bylaws and any new Bylaws shall be forwarded to every Member within seven (7) days of being approved by the Board.

#### **17. DEFINITIONS AND INTERPRETATION**

- 17.1. In this Constitution, unless the context otherwise requires;

"ACA" means Auckland Cricket Association 'Incorporated.

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

"Annual General Meeting" means the annual general meeting of the Club, convened and held in accordance with this Constitution.

"Associate Member" means a person appointed as an associate member in accordance with clause 5.2 (c).

"Auditor" or "Reviewer" means the person appointed in accordance with clause 10.3.

"Bylaws" means the bylaws of the Club, or of any committee of the Club, as may be amended from time to time in accordance with this Constitution.

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

"Chairperson" in respect of any General Meeting means the President at the time of the General Meeting or such other person as shall chair the General Meeting in accordance with clause 6.4.

"the Club" means Grafton United Cricket Club Incorporated.

"Extraordinary General Meeting" means an extraordinary general meeting of the Club convened and held in accordance with this Constitution.

"General Meeting" means a meeting of the Club and includes an Annual General Meeting and an Extraordinary General Meeting.

"Honorary Member" means a person appointed an honorary member of the Club in accordance with clause 5.2(d).

"Investment Funds" means the Club moneys invested in accordance with clause 10.5, including accrued interest.

"Junior Club" means that section of the Club, managed by the Junior Committee, for members whose age, as determined by the Board, qualifies them to join the Club.

"Junior Committee" means the Sub-committee convened by the Board to manage the affairs of the Junior Club in accordance with clause 12.

"Life Member" means a person appointed a life member of the Club in accordance with clause 5.2(e).

"Officer" means the Patron or Patrons, the President, a Vice President, the Chairperson, the Secretary, the Treasurer, the Senior Committee Chairperson or a Board member.

"Board " means the persons for the time being elected or appointed to manage the affairs of the Club pursuant to this Constitution.

"Board Chairperson" means the chairperson of the Board elected pursuant to this Constitution.

"Member" means any person who is a member of the Club in accordance with this Constitution.

"Non-Executive Member" means a person appointed as a non-executive member in accordance with clause 5.2(b).

"Playing Member" means a person appointed as a playing member in accordance with clause 5.2(a).

"Registrar" means the person holding the office from time to time of Registrar of Incorporated Societies in terms of the Act.

"resolution of the Club" or "special resolution of the Club" means a resolution (or special resolution as the case may be) of the persons for the time being entitled to vote and voting at the relevant General Meeting by ballot in accordance with this Constitution, or if no ballot is required by or demanded in accordance with this Constitution, voting by voice or by show of hands.

"Constitution" means this Constitution, including all amendments thereto,

"Special resolution" means a resolution passed by a majority of seventy five (75) per cent or more of the eligible votes cast.

"Sub-committee" means the members for the time being of a sub-committee established by the Board, or of another such sub-committee established in accordance with this Constitution.

"Trust" means the Victoria Park Sports and Cultural Trust constituted pursuant to a deed of trust dated 9 December 1992.

17.2. In this Constitution, unless the context otherwise requires:

- (a) words importing one gender include the other genders;
- (b) the singular includes the plural and vice versa;
- (c) references to a month or year are references to a calendar month or year as the case may be;
- (d) a reference to a clause is to a clause in this Constitution;
- (e) references to a person include references to an individual, partnership, firm, company, body corporate, corporation, association, organisation, trust, a state or government or any agency thereof, a municipal local or regional authority, and any other entity or organisation, including without limitation a club, whether incorporated or not (in each case whether or not having a separate legal personality).

# GRAFTON UNITED CRICKET CLUB INCORPORATED CONSTITUTION



As approved 29 July 1998 (registered 31 July 1998), amended by the addition of clauses 4.4.1 – 4.4.4 and 13.3 on 01 March 2001 (registered 08 March 2001) and amended on 22 July 2004 (registered 16 August 2004) and amended on 10 March 2015 (registered 23 March 2015) and amended on 08 October 2015 (registered 16 October 2015) and amended on 22 July 2025 (registered 13 AUG 2025).

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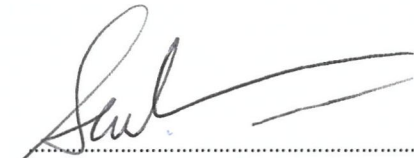
Signed by three members of Grafton United Cricket Club Incorporated

Mark Bird.....  
Name

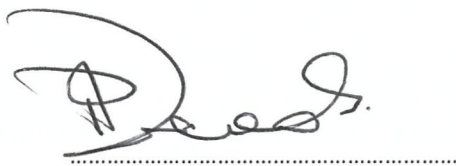
  
Signed

Board Chair.....  
Designation

Stewart Wilson  
Name  
President  
Designation

  
Signed

Peter Meeds  
Name  
Treasurer  
Designation

  
Signed