

**RULES OF THE  
ROTORUA ASSOCIATION OF TRIATHLON AND MULTISPORT INCORPORATED**

**1. NAME**

- 1.1 The Club shall be called the ROTORUA ASSOCIATION OF TRIATHLON AND MULTISPORT INCORPORATED

**2. DEFINITIONS**

2.1 In these rules:

- (a) “CLUB”  
Means the Rotorua Association of Triathlon and Multisport Incorporated.
- (b) “RULES”  
Means these rules of the Club that are in force and as may be updated from time to time.
- (c) “COMMITTEE MEMBER”  
Means any person elected to the Committee of the Club.
- (d) “EXECUTIVE COMMITTEE”  
Means a person holding the position of President, Club Captain, Secretary or Treasurer on the Committee.
- (e) “COMMITTEE”  
Includes the Executive Committee and the Committee Members.
- (f) “MEMBER”  
Means any person who is affiliated to the Club by virtue of falling within one of the categories of membership set out in rule 6.

2.2 The masculine includes the feminine and vice versa.

2.3 Words importing the singular only include the plural and vice versa.

2.4 Reference to any Act or Regulation includes any amendment to that Act or Regulation and any Act or Regulations passed in substitution therefore.

**3. OBJECTS OF THE CLUB**

3.1 The objects for which the Club is established are:

- (a) To engage in, promote, sponsor, develop and encourage Triathlon and Multisport which include any two or more disciplines of swimming, cycling, running and kayaking.
- (b) To foster competition and championships of any two or more of the disciplines referred to in paragraph (a) above.
- (c) To promote social activities and camaraderie amongst the Members.
- (d) To use the funds of the Club in such a manner as may be considered necessary or in carrying out the objects of the Club.
- (e) To promote the formation of regional and national bodies with similar objectives to the club.
- (f) To affiliate with any society, club or association having similar objects or to join, co- operate with or subscribe to the funds of the purpose of better attaining or otherwise furthering the objects or interests of the Club or the Full Members
- (g) To promote the recognition and support of the Club’s objectives by government local authorities and other statutory bodies.
- (h) To raise money in any manner to further any of the objects.
- (i) To do all such things as are conducive or incidental to the attaining of the Clubs objects or any of them.

PROVIDED HOWEVER that the foregoing provisions shall not in any way limit the rights, powers and authorities conferred upon incorporated societies by the provisions of the Incorporated Societies Act 1908.

#### **4. OBJECTS NOT CAPABLE OF BEING ALTERED**

- 4.1 The Club shall be operated exclusively as a non-profit organization without financial gain to the Members and all profits and other accretions to the assets of the Club shall be accumulated and used to promote the objects as set forth in rule 3.
- 4.2 This provision as in 4.1 is to be entrenched in the Rules of the Club as an object not capable of being altered.
- 4.3 **Personal Benefit Clause:** Any income, benefit or advantage shall be applied to the objectives of the organization. No Member of the organization or any person associated with a Member shall participate in or materially influence any decision made by the organization, in respect of the payment to or on behalf of that Member or associated person of any income, benefit, or advantage, whatsoever. Any such income shall be reasonable and relative to that which be paid in an arms length transaction (being open market value) and the provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

#### **5. MEMBERSHIP**

- 5.1 Membership of the Club shall consist of individuals, who, having applied for membership, have been admitted as such.
- 5.2 Any person desiring to become a Member of the Club must make a written application to the Secretary. Every such application shall be accompanied by the prescribed entrance fee (if any). The Committee shall have the power to refuse any application for membership.
- 5.3 A Club Member may resign from the club at any time and may do so either by failure to renew their annual subscription fee and/or by notice to the Secretary, either verbally or in writing and upon receiving such notice of resignation the Secretary shall forthwith remove that Club Members name from the membership list.

#### **6. CLASSIFICATION OF MEMBER**

- 6.1 HONORARY LIFE MEMBERS  
Any person who has rendered eminent service to the Club may be elected an Honorary Life Member of the Club at any Annual General Meeting or Special General Meeting provided that it shall be necessary that the proposal to elect such a person as an Honorary Life Member of the Club be carried by a two thirds majority of the Individual Members constituting such meeting. Honorary Life Members are exempt from paying any such annual subscription or fee to the Club.
- 6.2 CLUB MEMBERS  
Shall comprise of persons who are financial and entitled to the privileges of the Club provided however the Committee can, at its discretion, create different classes of Members with the Club subscription for such Members to be set by the Committee.
- 6.3 FAMILY MEMBERS  
The Committee may, at its discretion, allow the members of a family to pay single subscription for such amount as shall be from time to time decided upon by the Committee and after payment of such subscription all nominated members of that family shall be regarded as individual Members of the Club.

#### **7. MANAGEMENT**

- 7.1 The management of the Club shall be undertaken by the Committee.

- 7.2 The Committee shall have the power to co-opt Members to form sub-committees to undertake specific assignments within the objects of the Club. Such sub-committees shall periodically report to the Committee and shall conduct their business in accordance with the directions of the Committee.
- 7.3 Meetings of the Committee shall be held at such times and places as the Committee shall determine. The President or any three members of the Executive Committee upon giving notice in writing may at any time convene a meeting.

## **8. COMMITTEE MEMBERS**

- 8.1 Each Annual General Meeting of the Club shall elect a President, a Club Captain, a Secretary, a Treasurer, and a maximum of six Committee Members to comprise the Committee to manage the Club.
- 8.2 Nominations for the positions of President, Club Captain, Secretary, Treasurer and the Committee Members shall be proposed and seconded in writing by Members entitled to vote at the Annual General Meeting of the Club, with such nominations being delivered to the Secretary no later than 7 days before such a meeting PROVIDED HOWEVER the Chairman of the relevant testing is empowered to waive the seven day requirement for nomination and accept nominations from the floor if the Chairman in his/her absolute discretion considers such action appropriate in the circumstances. Where possible the President and Club Captain must serve at least one term as a Committee Member on the Committee before accepting nomination to either office.
- 8.3 The Executive Committee and Committee Members shall be elected by secret ballot, if contested, at the Annual General Meeting.
- 8.4 All Executive Committee and Committee Members must be Members of the Club.
- 8.5 The Executive Committee and Committee Members shall remain in office from the conclusion of the Annual General Meeting at which they are elected to the conclusion of the next Annual General Meeting, unless circumstances prevail that prevents them from holding such office, then they may resign from such position in office.
- 8.6 The Committee Members may remain on the Committee for as long as they wish to hold their position on the Committee, subject to the majority agreement of all Members entitled to vote who are in attendance at each Annual General Meeting.
- 8.7 In the event it is determined by a majority of the Committee, or several of the Club's Members, that it is in the best interests of the Club that a particular Committee Member stand down, the decision for that Committee Member to stand down shall be voted on by the Members present at a Special General Meeting or Annual General Meeting, following which that Committee Member shall be given notice of the decision.

## **9. ANNUAL GENERAL MEETING**

- 9.1 The Annual General Meeting of the Club shall be held no later than the fifteenth day of October in each year on a date to be determined by the Committee. At least 10 days written notice of such Annual General Meeting will be given to Members by the Secretary by notice in local papers or by an electronically generated circular posted to every Member.

## **10. SPECIAL GENERAL MEETING**

- 10.1 The Committee may, at any time, call a Special General Meeting of the Members on giving not less than ten days' notice in local papers or by an electronically generated circular posted to every Member.

- 10.2 The Secretary shall also in the aforesaid manner call a Special General Meeting on receiving a requisition of not less than 15 Members. The requisition and the notices convening the meeting shall specify the subjects which shall alone be considered at the meeting.

## **11. CONDUCT OF MEETINGS**

- 11.1 The quorum for an ordinary meeting of the Committee shall be four. Each attendee shall be entitled to one vote with the Chairperson having an additional casting vote in the event of a tie.
- 11.2 The quorum for an Annual General Meeting or for a Special General Meeting shall be ten Members, with no proxy votes allowed.
- 11.3 The Chairperson at any meeting shall be the President, and failing him/her the Club Captain and failing him/her such person as the meeting may elect.
- 11.4 At any meeting of the Club, voting (except for voting the Committee which is provided for in Clause 8.2 hereof) shall be by show of hands unless a ballot of those present and entitled to vote is demanded by ten or more individual Members. In the event of a tie the Chairman shall be entitled to a casting vote in addition to his or her individual vote.
- 11.5 Only Members shall be entitled to be present, be heard or vote at any meeting of the Club.
- 11.6 In case any irregularity shall occur in the convening or holding of any meeting or in any election or other proceedings at such meetings and the same shall not be noticed and objected to at the time, all proceedings of such meeting shall be of the same force and validity as if no such irregularity had occurred, but if any irregularity shall be noticed and objected to the meeting shall decide thereon and such decision shall be final, conclusive and binding.
- 11.7 Business not specified in the notice calling on an Annual General Meeting or Special General Meeting may be transacted by leave of the President if not opposed by any Member present.

## **12. NEW RULES AND ALTERATION OF RULES**

- 12.1 The Rules shall not be amended, altered, rescinded or added to, except with the consent of the majority of the Members at the Annual General Meeting or at a Special General Meeting of the Club. The Secretary shall give not less than ten days notice of such proposed alteration, rescission or addition.
- 12.2 The President, Club Captain or Secretary shall register any alteration to the Rules as required by the Incorporated Societies Act 1908.
- 12.3 Any such alteration shall take effect when made and shall be notified to all Members.
- 12.4 No addition to or alteration or recession of the rules shall be approved if it affects the aims, personal benefit clause or winding up clause. The provisions of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

## **13. MISCONDUCT**

- 13.1 If the conduct of any Member is such as to endanger the character, good order, welfare or interest of the Club, it shall be in the power of the Committee to conduct such a hearing or investigation as the Committee deems warranted and to take the following action after that member has been heard if he or she so desires after having been given reasonable written notice:
- (a) Expel the Member; or
  - (b) Suspend the Member from taking part in the Club's activities for such period as the Committee

- may specify; or
- (c) Where the misconduct took place during any event or competition conducted by the Club, disqualify the Member from that event or competition as the case may be; or
- (d) Reprimand the Member.

PROVIDED HOWEVER that at all times the Rules of natural justice will be adhered to. All notices shall be in writing and all decisions majority decisions.

#### **14. MEMBERSHIP FEES**

- 14.1 The amount of the annual subscription (if any) for each classification of Member (except Honorary Life Member) of the Club, together with entrance fees (if any) shall be fixed at an Annual or Special General Meeting.
- 14.2 The Committee shall have power to terminate from membership of the Club any person whose subscriptions shall be in arrears and unpaid for a period of three calendar months after issue of the subscription notice but such persons shall still be liable to pay the subscription in arrears.

#### **15. POWERS OF THE COMMITTEE**

- 15.1 The Committee shall have the power to:
  - (a) Fill any vacancy in their number or in any sub-committee during the year. Any member so appointed shall hold office until the next Annual General Meeting.
  - (b) Purchase, lease or otherwise acquire any land or property that may be necessary or convenient for the purpose of the Club and to hold, manage, demise, let, sell, exchange, improve and deal therewith.
  - (c) Borrow or give security for not more than a total of \$5,000 either on a secured or unsecured basis. Should the Committee wish to borrow, either by way of an unsecured loan or a mortgage any amount which when added to the Club's existing borrowings exceeds \$5,000 then the Committee shall, before so borrowing such amount or amounts in excess of \$5,000 obtain the consent of the majority of the Members at the Annual General Meeting or a Special General Meeting.
  - (d) To enter into such negotiations, contracts and agreements and rescind, vary, execute and do all such acts, deals, matters and things in the name of on behalf of the Club as they consider expedient or in relation to any matters stated in these Rules for the purpose of the Club and which are not, by those rules or statute, expressly directed or required to be exercised or done by the Club in Annual General Meetings or Special General Meetings.

#### **16. MINUTES**

- 16.1. The Committee shall cause minutes to be duly recorded by written means, both in respect of Ordinary Committee meetings, Annual General Meetings and Special General Meetings, including:
  - (a) the names of all Executive and Committee Members appointed;
  - (b) the names of all Members present at any meeting;
  - (c) the resolutions and proceedings of any meeting of the Club.
- 16.2 The record of minutes is to be open for inspection by any Member at any Annual or General meeting or upon any Member giving the Secretary ten (10) days notice of that Member's wish to inspect the records of minutes. Such information recorded in the minutes must remain confidential to the Member concerned and any Member breaching that confidentiality may be expelled from the Club.

#### **17. ACCOUNTS**

- 17.1 Moneys belonging to the Club shall be deposited in such bank or banks and under such conditions

as the Committee may decide.

- 17.2 The Committee shall give such directions as it considers desirable for payment of claims against the Club.
- 17.3 As per banking regulations there are limited signatories for cheques. Cheques must be signed by the Treasurer and either the President or Secretary. If the occasion arises and the Treasurer is unavailable then the cheque shall be signed by the President and the Secretary. A newly elected Treasurer, President or Secretary must complete signatory banking documentation within 8 weeks of the Annual General Meeting.
- 17.4 The Treasurer shall keep proper books of account and shall issue receipts for all money received.
- 17.5 The Treasurer shall submit to the Annual General Meeting a statement of assets and liabilities of the Club as at the 31st day of September last proceeding together with a statement of income and expenditure for the 12 months preceding such date, such accounts to be audited.

## **18. AUDITORS AND SOLICITORS**

- 18.1 An Auditor shall be appointed annually by the Committee.
- 18.2 A Solicitor may be appointed by the Committee from time to time.

## **19. BORROWING POWERS**

- 19.1 The Borrowing Powers are to be those powers as set out in Clause 15.1 (d) hereof.

## **20. COMMON SEAL AND/OR SIGNING OF DOCUMENTS**

- 20.1 The Common Seal of the Club shall be kept in the custody of the Secretary who shall affix it to documents as authorized by General Meetings of the Club or by the Committee.
- 20.2 Documents binding the Club may be signed by any member of the Committee on behalf of the Club PROVIDED HOWEVER there has been unanimous agreement by the Committee as to the contents of the document being signed, and this unanimous agreement is clearly minuted.

## **21. FINANCIAL YEAR**

- 21.1 The financial year of the Club shall commence on the 1st day of September in each year and end on the last day of August following.

## **22. BUSINESS TO BE TRANSACTED AT THE ANNUAL GENERAL MEETING**

- 22.1 The business transacted at the Club's Annual General Meeting shall be
- (a) Welcome/Apologies
  - (b) Confirmation of minutes from the previous AGM
  - (c) Matters arising from the previous AGM
  - (d) President's report
  - (e) Treasurer's report
  - (f) Subs for the following membership year
  - (g) Election of committee members
  - (h) Any other business

## **23. REGISTERED OFFICE**

- 23.1 The registered office of the Club shall be at such place in the city of Rotorua as the Committee may, from time to time, determine.

## **24. DISSOLUTION**

- 24.1 Members present at a meeting convened for the purpose may resolve that Club be dissolved as from the date to be named in such resolution. PROVIDED HOWEVER that any such resolution

shall at all times comply with Section 24 of the Incorporated Societies Act 1908.

24.2 If upon winding up or dissolution of the organization there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid or distributed amongst the Members of the Club but shall be given or transferred to some other organization or body with similar objects to the first organization that also has an income tax exemption or for some other charitable purpose, within New Zealand.

24.3 In the event of such winding up such assets as remain after the satisfaction of all debts and liabilities shall be disposed of and the proceeds donated to either:

- (a) The TRI New Zealand or its successor; or
- (b) The Murray Halberg Trust; or
- (c) A local organization or trust which has among its objects the interest and ability to assist triathlon and/or multi sport activities in the Rotorua region; as determined by the Members present at the meeting referred to in Clause 24.1.

## **25. CLUB CHAMPIONSHIPS**

25.1 The championship of the Club shall be open to all persons who have been Members for not less than two (2) months on the date the championships are held Or at the discretion of the committee.

## **26. MATTERS NOT ELSEWHERE PROVIDED FOR**

26.1 In the event of any question arising which is not covered in the written clauses of these Rules, it shall be competent for the Committee to deal with such a question as it sees fit having due regard to the objects of the Club and the tenor of these Rules and its determination shall be final and binding PROVIDED HOWEVER that the Committee shall then report that matter to the next meeting of the Club.