CONSTITUTION OF
PHOENIX AQUATICS INCORPORATED
(2721411)

Adopted 2 March 2026

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CONSTITUTION OF PHOENIX AQUATICS INCORPORATED (2721411)

Section One: Core Provisions

1. Name

1.1 The name of the organisation is Phoenix Aquatics Incorporated ("**the Club**").

1.2 The Club colours shall be Royal Blue, Red and White.

2. Definitions and Interpretation

2.1 In this constitution:

Act means the Incorporated Societies Act 2022;

AGM means the annual general meeting of the Club;

Amount means any fee, subscription, levy, fine or similar monetary imposition;

Chair means the chairperson of the Committee;

Coach means a person who coaches the Sport for the Club, whether in a paid or volunteer role;

Committee means the Club's governing body;

Committee Member means a person elected or appointed to the Committee in accordance with this constitution;

Competitive Member means a member who intends to compete in competitions sanctioned by either the Regional Association or SNZ;

Contact Person means a person holding the position of contact person for the Club being the person whom the Register of Incorporated Societies can contact when needed;

Database means SNZ's database of SNZ members, which includes the details of Members;

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;

Financial Year means the financial year of the Club;

General Member means an individual who applies for, and is admitted to, membership of the Club in accordance with this constitution, and who has not ceased to be a Member;

GM means an AGM and/or SGM, as the context requires;

Life Member means a person awarded life membership of the Club in accordance with clause 6.1b

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

Member means a person who is a member of the Club in accordance with clause 6.1;

Member Club is a swimming club which is a member of a Regional Association and SNZ;

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

President means the President of the Club;

Purposes mean the Purposes of the Club as set out in clause 4;

Ordinary Resolution means a resolution requiring a majority of the votes cast;

Region means the geographic area of the Regional Association of which the Club is a member;

Regional Association means the regional swimming association of which the Club is a member (being Auckland Swimming Association Inc. (919040)) and **Regional Associations** means all the regional swimming associations which are members of SNZ;

SGM means a special general meeting;

SNZ means Swimming New Zealand Incorporated (215320);

Special Resolution means a resolution requiring a two thirds majority of the votes cast;

Sport means the sport of swimming in all its forms, including learn to swim, recreational swimming and competitive swimming;

Sports Tribunal means the Sports Tribunal of New Zealand;

World Aquatics means the world governing body of swimming;

2.2 In this constitution:

a. the singular includes the plural and vice versa;

b. any reference to any Act, regulation, by-law, policy, deed, charter, procedure or document includes any amendment to it and any replacement passed in substitution for it;

c. references to a person includes incorporated bodies and unincorporated groups;

d. headings are for reference only and do not assist interpretation;

e. the term “includes” or “including” (or any similar expression) is deemed to be followed by the words "without limitation";

f. derivatives of any term defined in this constitution have a corresponding meaning; and

g. any approval, decision, requirement or action by the Club or the Committee may be undertaken by the Committee or by such person to whom the Committee has given authority.

3. Status

3.1 The Club is:

a. an incorporated society established under the Incorporated Societies Act 2022;

b. bound by, and must observe the rules and decisions of SNZ;

c. bound by, and must observe the rules and decisions of the Regional Association.

4. Purposes

4.1 The primary purpose of the Club is to support the growth of the Sport within the Club's general catchment area.

4.2 To support its primary purpose, the Club has the further purposes to work with SNZ, the Regional Association, other Member Clubs within the Region and other stakeholders to:

a. be a member of SNZ and the Regional Association;

b. assist and support the purposes of SNZ and the Regional Association;

c. develop and deliver programmes to attract people to the Sport;

d. promote, develop, foster and administer the Sport, mainly as an amateur sport for the well-being, benefit and recreation of the general public in New Zealand/Aotearoa;

e. promote opportunities and facilities to enable, assist and enhance the participation, enjoyment and performance of the Sport;

f. lead, promote and enable Diversity, Equity and Inclusion across the whole Club including governance of the Club and participation in the Sport;

g. promote, develop and co-ordinate Sport competitions;

h. complying with the policies and standards set by SNZ and the Regional Association;

i. to raise awareness of and interest in the Sport within the wider community;

j. protect the integrity of the Sport and the Club by developing and enforcing standards of conduct, ethical behaviour and implementing sound governance structures, processes and policies;

k. adopt prudent risk and asset management policies;

l. be financially viable and financially independent of SNZ and the Regional Association;

m. fulfil its obligations to the Sport Integrity Commission in relation to doping controls and prohibited substances;

n. maintain a strong interest in Learn to Swim and swim safe educational activities;

o. support the development of Members, including the relevant training, education and development of the Members, including officials, team managers and volunteers;

p. Develop the knowledge, experience and education of teachers and coaches working in the programme;

q. To operate in conjunction with and use facilities managed by NZL Swim Limited.

4.3 The Purposes of the Club are exclusively charitable and include the promotion of amateur sport for the pursuit of physical; fitness and other purposes beneficial to the community, including the training, education, and development of all those involved in the Sport. To the extent that any of the Purposes are found to be non-charitable, they are ancillary and secondary to the charitable elements of the Purposes. Rules 4.1 and 4.2 are subject to this rule.

5. Powers and Obligations

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

5.2 The Club shall:

a. support and work with other Member Clubs in the Region, the Regional Association and SNZ to build a culture of trust, respect and collaboration for the Sport;

b. work with other Member Clubs in the Region, the Regional Association and SNZ for the development and benefit of the Sport;

c. play an active role in securing funding for the Club;

d. cooperate with other Member Clubs in the Region, the Regional Association in respect of the development and organisation of competitions and development pathways in the Region;

e. pay any Amounts owed by the Club to SNZ and/or the Regional Association;

f. abide by all rules, regulations, policies, procedures, lawful requests, or directions made by SNZ or the Regional Association, including the SNZ Member Protection Policy Manual (as that document may be amended or superseded from time to time; and

g. provide accurate data on a timely basis for the Regional Association and as required by SNZ for the Database or otherwise.

Section Two: Membership and Database

6. Members and Database

6.1 The categories of membership of the Club are:

a. **General Member**: A General Member is an individual who applies for, and is admitted to, membership of the Club in accordance with this constitution, and who has not ceased to be a Member;

b. **Life Member**: Life Members are persons who have demonstrated significant service, and/or made a significant contribution, to the Club or the Sport and who are elected at a GM or appointed by the Committee. The eligibility requirements for the election or appointment of Life Members and the benefits conferred on Life Members shall be determined by the Committee.

6.2 Member application and consent: A person seeking membership of the Club as a General Member must:

a. Consent to becoming a Member by completing and submitting an application as required by the Club;

b. satisfy all criteria for membership in this constitution, and any other criteria adopted by the Club from time to time; and

c. is subject to approval as a Member by the Club, which may be given or declined by the Committee in its sole discretion.

6.3 By completing and submitting an application for membership of the Club, the applicant consents to (on approval by the Club as a General Member) also becoming a member of SNZ and the Regional Association, and having their personal details entered on the Database.

6.4 A person who is a Coach is required to be:

a. a Member (whether a General Member or a Life Member).

6.5 Members must pay all Amounts due to the Club, the Regional Association and SNZ before being eligible to participate in any event sanctioned by SNZ or a Regional Association.

6.6 A Member may be a Member in more than one category of membership. A Member may not be a member of another Member Club, or a member of more than one Regional Association. If a Member becomes a member of another Member Club without ceasing membership of the Club:

a. the Member must, within 5 days of receiving a request from the Club, notify the Club whether the member will resign membership of the Club or the other Member Club(s); and

b. if the Member does not notify the Club within the specified period, the Club may, by written notice, immediately terminate the Member's membership of the Club.

6.7 A Member ceases to be a Member:

a. by written resignation delivered to the Club;

b. upon termination of, or expulsion from, membership by the Club in accordance with this constitution;

c. if the Member has not paid any Amount due to the Club, the Regional Association and/or SNZ within three months of the due date for payment;

d. on death.

For the avoidance of doubt, a Life Member's membership may cease under paragraphs (a), (b) and/or (c) of this clause.

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

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

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

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

6.9 **Membership Database:** The Committee shall have access to that part of the Database that records the details of its Members and will keep that part of the Database up to date with its Member's details, 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 Database will be updated as soon as practicable after the Committee becomes aware of changes of the information recorded in the Database. The Committee 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.

6.10 Members shall be entitled to access and correct any personal information held about them in the Database or in the Club's records.

7. Rights and Obligations of Members

7.1 A Member:

a. is bound by this constitution and by all rules, policies, charters, procedures and decisions of the Club, the Regional Association, SNZ and World Aquatics;

b. must pay all Amounts imposed on them by the Club, the Regional Association and SNZ; and

c. must advise the Club promptly of their telephone number(s) and email address and any changes to them.

7.2 A Member who:

a. breaches any rule, policy, charter, procedure, or decision, or fails to give effect to any decision, of the Club, the Regional Association, SNZ, World Aquatics, or the Sports Tribunal; or

b. does anything else (for example, being convicted of a criminal offence which the Committee considers is relevant to the Club, its activities or the Sport) which the Committee considers brings or may bring the Sport or the Club into disrepute and/or creates exposure to risk for the Club; or

c. fails to comply with any sanction imposed by the Club, the Regional Association, SNZ or the Sports Tribunal,

is liable to, as determined by the Committee in its sole discretion:

d. suspension for a period; or

e. expulsion; or

f. such other sanction as the Committee may in its sole discretion impose.

7.3 Any transfer of membership of a Member to another Member Club shall only be effective once approved in writing by the two Member Clubs involved and any Amount due to the Club has been paid.

7.4 Any Member under suspension or awaiting a hearing for an offence capable of having a period of suspension imposed:

a. is ineligible for transfer to another Member Club;

b. will not have voting rights at a General Meeting;

c. will be excluded from participation in activities conducted by the Club.

Section Three: Governance

8. Committee Composition

8.1 The Committee comprises no less than four persons of which a majority must be Members.

8.2 The following persons are not eligible to be a Committee Member:

a. an employee of the Club, another Member Club, a Regional Association or SNZ;

b. a person who is a member of the Board of SNZ or a Regional Association

c. a person who is under 18 years of age;

d. a person who is an undischarged bankrupt;

e. a person who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Financial Markets Conducts Act 2013 or the Takeovers Act 1993;

f. a person who is disqualified from being a member of the committee of a charitable entity under the Charities Act 2005;

g. a person who has been convicted (whether in New Zealand or another jurisdiction) of a crime involving dishonesty (within the meaning of that term in section 2(1) of the Crimes Act 1961) in the previous seven years;

h. A person who is otherwise disqualified from being an Officer under s47 of the Act;

8.3 Either:

a. all Committee Members are elected by Members at an AGM; or

b. three Committee Members are elected by Members at an AGM and the balance of the Committee Members are co-opted by the three elected Committee Members.

8.4 Notwithstanding anything else in this Constitution, each Member is entitled to one vote for the election of each elected Committee Member.

8.5 At least 21 days prior to the AGM, the Committee shall give written notice to Members calling for nominations from Members for Committee Members.

8.6 Each Member:

a. may nominate in writing one candidate for election to the Committee for each vacant position on the Committee; and

b. must provide to the Committee the written consent of any candidate to their nomination; and

c. may provide to the Committee such further information as the Member thinks fit in support of the Member's candidate(s); and

d. if choosing to nominate a candidate for election to the Committee must comply with the requirements in Clause 8.6 a-c above at least seven days prior to the AGM.

8.7 If there are insufficient nominations for vacant positions on the Committee, nominations may be called from the floor at the AGM.

8.8 In the event that the Committee has less than four Committee Members following an AGM, and providing there is a quorum (as defined in clause 9.3), the Committee may continue to govern the

Club providing that within 6 months of the AGM the Committee appoints such Committee Members to bring its number to four persons. Such appointments shall be for the same term as a Committee Member elected at the AGM or appointed by the appointments panel (i.e. such Committee Members are not appointed as filling a casual vacancy under clause 8.13).

8.9 Each Committee Member must, before election or appointment, consent in writing to becoming a Committee Member and certify in writing that they are not disqualified from holding the position of Committee Member under this constitution.

8.10 In relation to the term of office of a Committee Member:

a. A term of office is for a maximum of three years;

b. a Committee Member may not serve more than three consecutive terms of office on the Committee;

c. a Committee Member may stand again for the Committee but is subject to this Clause 8.9;

d. except where a term of office otherwise ends it expires at the conclusion of the next AGM.

8.11 At the first Committee meeting after the AGM, the Committee shall elect a Chair and a Secretary of the Committee. The Chair shall chair all Committee meetings at which he or she is present and in the Chair's absence the Secretary shall take that role.

8.12 A Committee Member is deemed to have vacated the Committee upon any one or more of the following occurring:

a. becoming ineligible to hold the position of Committee Member in accordance with clause 8.2;

b. being declared of unsound mind or being the subject of a property order under the Protection of Personal and Property Rights Act 1988;

c. resigning or retiring, or their term of appointment expiring;

d. being convicted of a criminal offence or being sentenced to imprisonment;

e. dying; or

f. being absent for three consecutive meetings of the Committee without being granted leave of absence by the Committee.

8.13 Casual vacancies are dealt with as follows:

a. the Committee may fill casual vacancies on the Committee, including if a Committee Member resigns between AGMs;

b. the term of any appointments due to casual vacancies is until the conclusion of the next AGM;

c. appointments due to casual vacancies will not count as a term served as a Committee Member for the purpose of clause 8.10 b;

d. any person appointed to fill a casual vacancy may later stand for election to the Committee at an AGM;

e. for the avoidance of doubt, the Committee may fill casual vacancies by making appointments under this clause even if the number of Committee Members at the time falls below the requirements for a quorum (as defined in clause 9.3).

8.14 **Club President:** A person may be invited by the Board, or nominated by a Member, to be a Club President to show their support for the Club and to help establish or maintain public credibility of the

Club, engage in activities agreed with the Board which may include activities to promote the Club, good relations and communications between Members and the reputation and best interests of the Club (the **Club President**). The Club President shall:

a. be elected via the same process as Board Members as described in clause 8 of this Constitution;

b. retire at each AGM but be eligible for re-election at the same or subsequent meetings;

c. be entitled to attend and vote at all meetings in the Board;

attendance of the Club President at a Board meeting shall count towards the quorum requirements of clause 9.3.

9. Committee Procedure

9.1 The governance of the Club and the exercise of all powers of the Club (except where restricted by this constitution) are delegated without further restriction, to be undertaken by the Committee. Such powers may also be delegated by the Committee to persons as the Committee determines.

9.2 The role and responsibility of the Committee is to act in the best interests of the Club and to provide good governance to the Club, including through the following:

a. monitoring and reviewing performance of the Club, including (if applicable) against the Club's annual business plan and budget;

b. addressing the ongoing viability and sustainability of the Club;

c. monitoring regulatory compliance for the Club;

d. appointing, monitoring and reviewing the performance of staff employed and contracted by the Club, including Coaches;

e. establishing, reviewing, and monitoring policies to guide and govern the Club;

f. fostering interaction and communication across and within the Club, and with other Member Clubs in the Region and the Regional Association;

g. adopting and communicating a continual best practice performance culture;

h. preparing an annual report and procuring an annual statement of accounts.

9.3 The quorum for a Committee meeting is three Committee Members.

9.4 The Committee determines its own rules for any matters not specified in this constitution, including for conduct, operation, and meetings of the Committee. Such rules, which may be recorded in a Committee charter and/or code of conduct, shall include:

a. there must be at least eight Committee meetings each year;

b. Committee meetings may be held in person or at one or more venues using any real-time audio, audio-visual or other electronic communication by which those participating may hear each other simultaneously and have a reasonable opportunity to participate;

c. a Committee meeting may be called by the Chair or by written request of any Committee Member;

d. decisions are by Ordinary Resolution (unless otherwise required by this constitution) by voice, or if requested by the Chair by show of hands, and, if requested by any Committee Member, by secret ballot;

e. a resolution agreed in writing by a majority Committee Members is as effective as if passed at a meeting;

f. each Committee Member has one vote and in the event of a tie the Chair has an additional casting vote;

g. the Committee must ensure minutes are kept of all Committee meetings; and

h. any additional rules and expectations that the Club has of a Committee Member.

9.5 The Committee must review all Club policies at least every three years.

9.6 Each Committee Member is required to sign a confirmation to the Committee that the Committee Member has read and understood the charter and/or code of conduct, and will act at all times in accordance with the charter and/or code of conduct, this constitution and the best interests of the Club.

9.7 The Committee is required to establish, maintain and implement a member protection policy and code of conduct which is binding on all Members, which may be the SNZ member protection policy manual, as that document may be amended or replaced from time to time.

9.8 The Committee may establish an awards committee with functions, processes and protocols as determined by the Committee.

9.9 Subject to the terms of this constitution and any resolutions at General Meetings, the decisions of the Committee on the interpretation of this constitution, and all matters dealt with by the Committee in accordance with this constitution and on matters not otherwise provided for in this constitution, shall be final and binding on the Club and Members.

10. Officers' Duties

10.1 An Officer:

a. when exercising powers or performing duties as an Officer, must act in good faith and in what the Officer believes to be the best interests of the Club;

b. must exercise a power as an Officer for a proper purpose;

c. must not act, or agree to the Club acting, in a manner that contravenes the Act or this Constitution;

d. when exercising powers or performing duties as an Officer, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances, taking into account, but without limitation the nature of the Club, the nature of the decision and the position of the Officer and the nature of the responsibilities undertaken by them;

e. must not agree to the activities of the Club being carried on in a manner likely to create a substantial risk of serious loss to the Club's creditors or cause or allow the activities of the Club to be carried on in a manner likely to create a substantial risk of serious loss to the Club's creditors;

f. must not agree to the Club incurring an obligation unless the Officer believes at that time on reasonable grounds that the Club will be able to perform the obligation when it is required to do so; and

g. when exercising powers or performing duties as an Officer, may rely on reports, statements, and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:

(i) an employee whom the Officer believes on reasonable grounds to be reliable and competent in relation to the matters concerned;

(ii) a professional adviser or expert in relation to matters that the officer believes on reasonable grounds to be within the person's professional or expert competence; or

(iii) any other Officer or subcommittee of Officers on which the Officer did not serve in relation to matters within the Officer's or subcommittee's designated authority,

if the Officer, acts in good faith, makes proper inquiry where the need for inquiry is indicated by the circumstances, and has no knowledge that the reliance is unwarranted.

11. Interests

11.1 **Register of interests:** The Committee must keep a register of interest disclosures made by Officers.

11.2 **Duty to disclose interest:** An Officer who is Interested in a Matter relating to the Club must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Committee, as soon as practicable after the Officer becomes aware that they are interested in the Matter and include it in the register of interests.

11.3 **Consequences of being Interested:** A Committee Member who is Interested in a Matter:

a. must not vote or take part in a decision of the Committee relating to the Matter, unless all non-interested Committee Members consent;

b. must not sign any document relating to the entry into a transaction or the initiation of the Matter, unless all non-interested Committee Members consent;

c. must not take part in any Committee discussion relating to the Matter or be present at the time of the Committee decision, unless all non-interested Committee Members consent;

d. may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.

11.4 **Calling of SGM:** Despite clause 11.3, if 50% or more Committee Members are Interested in a Matter, an SGM must be called to consider and determine the Matter.

11.5 **Notice of failure to comply:** The Committee must notify Members of a failure to comply with section 63 or 64 of the Act, and of any transactions affected, as soon as practicable after becoming aware of the failure.

Section Four: Meetings, Elections and Voting

12. General Meetings

12.1 Subject to Clause 12.4 d:

a. all Members are entitled to attend a GM which shall be held at such location, date, and time, or in the case of Clause 12.4 d by such process, as determined by the Committee;

b. GMs may be held:

i. in person at a single location;

ii. at more than one location using any real-time audio, audio-visual or other electronic communication by which those participating may hear each other simultaneously and have a reasonable opportunity to participate; or

iii. solely through any real-time audio, audio-visual or other electronic communication by which those participating may hear each other simultaneously and have a reasonable opportunity to participate.

12.2 An AGM must be held once every year, no later than four months after the end of the Financial Year to:

a. consider the Committee's annual report;

b. consider the annual financial report;

c. elect Committee Members in accordance with Clause 8;

d. consider any other business notified as an item of business by the Committee or under Clause 12.3.

12.3 An item of business must be considered at an AGM if notified to the Club in writing by not less than ten Members within seven days of notice of an AGM being given.

12.4 An SGM:

a. may be called by the Committee at any time;

b. must be called by the Committee within 21 days of the Club receiving a written request setting out the reasons for the SGM from not less than ten Members of the Club;

c. can only consider the items of business for which the SGM has been called;

d. can only pass a resolution by Special Resolution;

e. Special Resolutions bind the Committee to comply with such resolution;

f. if determined to be appropriate by the Committee, may be held electronically or by teleconference with post, email, or electronic voting; and

g. if the Committee determines that a SGM is undesirable because of content, time and/or expense, the Committee may conduct the business of the SGM entirely by post, email or electronic voting but this Clause does not apply to a SGM requisitioned by not less than half of the Members of the Club.

12.5 A quorum for a GM is twenty Members. If a quorum is not achieved within half an hour, the GM fails for lack of quorum but the GM is adjourned to another day, time and place to be notified to all persons

who are to be given notice under Clause 13. The Members present at a re-convened GM are deemed to constitute a valid quorum.

12.6 GMs are chaired by the Chair of the Committee or, in the Chair's absence, by a Committee Member appointed by the Chair. Matters not provided for that occur at or in relation to a GM are decided by the chair of the GM.

12.7 In the event of a tie on a vote at a GM, the person chairing the GM has a casting vote.

12.8 The person chairing a GM may:

a. adjourn the GM from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the GM from which the adjournment took place;

b. direct that any person not entitled to be present at the GM, obstructing the business of the GM, behaving in a disorderly manner, being abusive, or failing to abide by the directions of the person chairing the GM, be removed from the GM;

c. in the absence of a quorum or in the case of an emergency, adjourn the meeting or declare it closed.

12.9 All Members at a GM must comply with any Committee policy relating to speaking at a GM.

12.10 Minutes must be kept of each GM.

12.11 Any irregularity, error or omission in notices, agendas and papers for the GM or omission to give notices within a timeframe or omission to give notice to all persons entitled to receive notice, and any other error in the organisation of the GM does not invalidate nor prevent the GM from proceeding provided that:

a. the Chair in the Chair's discretion determines that it is still appropriate for the GM to proceed despite the irregularity, error, or omission; and

b. a motion to proceed is put to the GM and such motion is passed by Special Resolution.

13. Notices for General Meetings

13.1 Notices and other documents referred to in this Clause 13 in relation to a GM must be given by the Club to all Members and may be given to any other persons as determined by the Committee.

13.2 Notice of the date, time, place, and method (or process in the case of Clause 10.4 d) of a GM must be given by the Club not less than 21 days prior to the date of the GM.

13.3 Notice of the agenda and the documents relating to items of business for the GM must be given by the Club not less than 14 days prior to the date of the GM.

13.4 Any notice to be given by the Club in relation to a GM may be given by any method (for example but not limited to post, email, or notification on a website) as determined by the Committee.

14. Elections and Voting

14.1 Members entitled to vote at a GM are:

a. in the case of an AGM, those persons recorded as Members on the Database for the Club on the last day of the Financial Year immediately preceding the date on which the vote is to be exercised, provided that a Member is ineligible to vote at an AGM if:

i. any Amount due by them to the Club or the Regional Association or SNZ for the Financial Year referred to above is not paid fourteen or more days before the date on which the vote is to be exercised; or

ii. the Member's voting rights are suspended if so determined by the Committee under Clause 7.2.

b. in the case of an SGM, those persons recorded as Members on the Database for the Club on the day at which the notice of meeting of the SGM is given under clause 13.2, provided that a Member is ineligible to vote at an SGM if:

i. any Amount due by them to the Club or the Regional Association or SNZ is not paid fourteen or more days before the date on which the vote is to be exercised; or

ii. the Member's voting rights are suspended if so determined by the Committee under Clause 7.2.

14.2 At GMs:

a. Members over eighteen years of age are entitled to vote and stand for office. Younger members have a voting right but may not exercise it themselves. Their parent or guardian may exercise their vote by proxy. A proxy has one vote per membership of family membership. A proxy member is qualified for election to the Committee;

b. the use of proxy votes will be determined by the committee prior to the GM and the committee's decision on their use must be included in the Notice of Meeting;

c. voting at GMs held in person or by real-time audio, audio-visual or other electronic communication is by voices or by show of hands as determined by the chairperson of the GM, except if a secret ballot is called for by the chairperson of the GM or at least 10 Members, in which case voting will be by way of a secret ballot;

d. voting at SGMs to be conducted in accordance with clause 12.4f and 12.4gwill be conducted in accordance with the process determined by the Committee for the conduct of the business of that SGM;

e. motions are passed by Ordinary Resolution unless required by this constitution to be passed by Special Resolution.

14.3 Life Members of the Club have individual voting rights at GMs.

Section Five: Other

15. Finances

15.1 The Committee must ensure that proper financial records are kept and the Club has appropriate policies for management of the Club's finances.

15.2 The Club's funds may be controlled and invested in such manner as determined by the Committee and applied solely to the Purposes of the Club.

15.3 **Balance Date:** the Clubs balance date is 31 March or on the date the Committee decides.

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

a. receiving reimbursement of actual and reasonable expenses incurred, or

b. entering into any transactions with the Club for goods or services supplied to or from them, which are at arms' length, relative to what would occur between unrelated parties,

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

16. Contractual Relations

16.1 The Club may enter into contractual relations:

a. Where the obligation would, if entered into by a natural person, be entered into by way of a deed, by two or more Committee members of the Club or one Committee member whose signature is witnessed; or

b. Where the obligation would, if entered into by a natural person, be entered into in writing or orally, by a person acting under the Committee's express or implied authority.

17. Alteration to Clauses

17.1 Subject to Clause 17.2, this constitution may be changed by Special Resolution at a GM for which such change has been notified in accordance with Clause 13.

17.2 No change to the prohibition of personal benefit or the liquidation clause can be approved if it would have the effect of causing the Club to cease to retain its preferential tax status (or, if the Club does not currently have preferential tax status, the Club's ability to obtain preferential tax status) as a society for the promotion of amateur sport or as a charity under the Charities Act (if applicable).

18. Disputes/Appeals

18.1 The Club must adopt SNZ's Complaints and Discipline Policy which requires adherence by Members to processes that it considers will assist with the fair, efficient and timely:

a. resolution of disputes between Members involving any activity or responsibility of SNZ which the Board considers is of such importance or is causing such a level of disruption to Members or to the activities of SNZ that it must be addressed; and/or

b. the investigation and resolution of complaints by a Member against another Member including where the Board initiates an investigation of its own motion for breach by a

Member of the rules of SNZ or World Aquatics;

c. resolution of appeals by a person against a decision made by a Member Club or Regional Association involving suspension, expulsion, penalty, or some other material detriment relating to their membership of that Member Club or Regional Association.

18.2 The Complaints and Discipline Policy shall comply with the rules of natural justice.

18.3 The Board may request the President or any other person to act as a mediator in disputes involving Members.

18.4 The Board may in its sole discretion decide to allow a right to appeal disciplinary decisions to another body such as the Sports Tribunal (subject to the applicable Member's consent if required).

18.5 In relation to doping:

a. the rules of SNZ for anti-doping are the World Aquatics Doping Control Rules and the Sports Anti-Doping Rules managed by the Sports Integrity Commission. Every Member agrees as a condition of Membership to observe, be subject to and be bound by such rules as if set out here in full;

b. nothing in the Sports Anti-Doping Rules is intended to replace or supersede any applicable rule of World Aquatics which may apply with respect to anti-doping matters, provided the World Aquatics rule is consistent with the World Anti-Doping Code;

c. to the extent of any inconsistency between the Sports Anti-Doping Rules and any rule of SNZ, the Sports Anti-Doping Rules apply;

d. it is a requirement of all activities organised, held, convened or authorised by SNZ or any of its Members regardless of whether the participant is a Member that all participants must agree to comply with the Sports Anti-Doping Rules as a condition of participation.

18.6 SNZ recognises the Sports Tribunal may be the appropriate forum to resolve certain sports- related disputes as set out in the rules of the Sports Tribunal. The Board may decide in its discretion on a case-by-case basis that a sports related dispute to which SNZ is a party is agreed to be referred to the Sports Tribunal.

18.7 Decisions and awards of the Sports Tribunal are binding on SNZ and its Members.

19. Liquidation and Merger

19.1 The Club may be voluntarily liquidated if, at a GM a Special Resolution is passed requiring the Club to be liquidated and the resolution is confirmed by a further Special Resolution passed at a subsequent GM called for that purpose and held not earlier than 30 days and not later than 60 days after the date on which the original resolution was passed.

19.2 If, upon the liquidation of the Club, there remains after the satisfaction of all Club debts and liabilities any property whatsoever, the property shall be given to an organisation or organisations (approved by the Members by Ordinary Resolution exercising the voting entitlement set out in Clause 12.1) having purposes similar to the Purposes.

19.3 Subject to the written approval of SNZ and satisfaction of all Club debts and liabilities, the Club may in accordance with a Special Resolution at a GM called for that purpose merge with another Member Club.

19.4 In no event shall any surplus, assets, or funds of the Club be divided among the Members of the Club, nor shall the Members of the Club have any beneficial interest in them.

20. Prohibition of Personal Benefit

20.1 All income, benefit or advantage must be applied to the Purposes.

20.2 No Member or Committee Member or any person associated with a Member or Committee Member shall participate in or materially influence any decision made by the Club in respect of the payment to or on behalf of that Member or Committee Member or associated person of any income, benefit, or advantage whatsoever.

20.3 Any payments made must be for goods or services that advance the Purposes and must be reasonable and relative to payments that would be made between unrelated parties on an arm's length basis.

20.4 The provision and effect of this Clause must not be removed from this constitution and must be included and implied into any document replacing this constitution.

21. Limitation of Liability and Indemnity

21.1 No current or former member of the Committee has any liability to the Club or the Members for any act or omission in their capacity as a Committee Member except in the case of their own fraud, dishonesty, breach of fiduciary duty or the commission of any act known by them to be a breach of duties owed by them at law.

21.2 Each current or former Committee Member is indemnified by and out of the assets of the Club against:

a. any liability arising out of any act or omission in their capacity as a member of the Committee excluding criminal liability arising out of their fraud, dishonesty, breach of fiduciary duty or the commission of any act known by them to be a breach of duties owed by them at law; and

b. costs incurred by them in any proceeding relating to such liability.

21.3 This Clause is intended to be enforceable by each current or former member of the Committee.

22. Matters not provided for

22.1 If any matter arises in relation to the Club that is not provided for in this constitution, the matter shall be dealt with as required by the Committee.

23. Contact Person

23.1 At its first meeting following an AGM, the Committee must appoint or reappoint at least one, and a maximum of three, persons to be the Contact Person, subject to those persons meeting the eligibility criteria set out in the Act. The Committee must advise the Registrar of Incorporated Societies of any change in the Contact Person or that person's Contact Details.