



TAURANGA MOANA OUTRIGGER CANOE CLUB

Rules of Tauranga Moana Outrigger Canoe Club (TMOCC) Incorporated

Updated 17 May 2023

Signed:

Name: Rebecca Ryder

Position: President

Date: 17 / 05 / 2023

Signed:

Name: Delwynne Hahunga

Position: Secretary

Date: 17 / 05 / 2023

Signed:

Name: Marcia Martin

Position: Treasurer

Date: 17 / 05 / 2023

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RULES OF TAURANGA MOANA OUTRIGGER CANOE CLUB (INCORPORATED) (hereafter referred to as 'Club'), located at 85 Cross Road, Sulphur Point, Tauranga 3110.

Note: Due notice of any change of office/address is to be given to the Registrar of Incorporated Societies.

1. PURPOSE and OBJECTIVES

1.1. The purpose of the Club is to develop, promote and encourage the practice of paddling waka ama in the region and throughout New Zealand, for all people, and for both competitive and recreational purposes.

1.2. The objectives of the Club are:

1.2.1. To promote and encourage the sport of waka ama.

1.2.2. To encourage and promote sportsmanship and social gathering amongst its members.

1.2.3. In line with Te Tiriti o Waitangi obligations, encourage and promote the concepts of tikanga amongst its members.

1.2.4. To co-operate with any other club or association with interests similar to those of this Club.

1.2.5. To buy or sell, lease or rent, or let out for hire any property or equipment on behalf of the Club or on behalf of any member of the Club.

1.2.6. To raise money, as agreed by the Club leaders, in order to carry out the Club's objectives.

1.2.7. To make rules or bylaws that achieve the objectives of the Club.

1.2.8. To contract, employ or procure the services of any person or persons for the purpose of carrying out any of these objectives.

2. MEMBERSHIP

2.1. Membership of the Club:

2.1.1. Active members are those who have joined the Club, been signatories to the rules, paid the annual set fees and been approved by Club Officers and the Club Committee.

2.1.2. Life or Honourable Members may be elected by a resolution and a simple majority of the members present at a General Meeting based on criteria as are, from time to time, fixed at an Annual General Meeting. Criteria include:

2.1.2.1. Agreement to pay annual subscriptions on request.

2.1.2.2. Agreement to sign the election form prepared by the Club Committee with two other financial members, which must be lodged in the hands of the Secretary at least 21 clear days before the General Meeting.

- 2.2. For the purpose of these Rules, persons trading in a partnership or as a corporation constitute 1 Member. No applicant can be admitted to membership if they are an individual purporting to represent such partnership or corporation and does not have the mandate to do so. An application by a partnership must be signed by all the members of the partnership. A partnership or corporation which is currently a member of the Club must designate 1 of its partners or directors or permanent officers as its representative to act on its behalf in all matters concerning the Club.
- 2.3. All members of the Club are to be given notice of the Rules and Regulations that they must agree to and sign, and by signing they are therefore bound by those documents at the time of signing until they are no longer a member of the club.
- 2.4. Membership is to be updated regularly by the Executive Committee member appointed as liaison person for the Registrar of Incorporated Societies.

3. HANDLING OF MEMBER COMPLAINTS AND DISPUTES RESOLUTION

- 3.1. The Club may (but is not required to) adopt a policy to require adherence by Members to processes that it considers will assist with the fair, efficient and timely resolution of complaints and disputes that:
 - 3.1.1. Arise between persons who are Members; and
 - 3.1.2. Involve an important activity or responsibility of the Club; and
 - 3.1.3. The Officers and Committee consider in their discretion that the matter is of such importance or is causing such a level of disruption to Members or to the activities of the club that it must be addressed.
- 3.2. The Club recognises and accepts the jurisdiction of the Nga Kaihoe o Aotearoa (Waka Ama New Zealand) Incorporated (NKOA), to resolve certain sports related disputes but (unless otherwise decided by Officers and the Club Committee in a particular case such as, but not limited to, a selection dispute) any agreement to refer a matter to NKOA is undertaken only if any disputes or appeal processes adopted by the Club have first been exhausted.

4. TERMINATION OF MEMBERSHIP

- 4.1. Any Member of the Club who fails in the observance of any law, rule, regulation or bylaw, or whose character or business methods are considered by the Club Committee to not be in the best interests of the Club, or whose business activities do not, in the opinion of the Club Committee, entitle that Member to be a Member, may be removed from the Club by a resolution to that effect passed by a majority of the Members (other than by Life Members).
- 4.2. Any Member wishing to resign from the Club must give a written notice of that Member's intention to resign to the Club Secretary or Treasurer and must pay all fees up to the date of expiry of such notice. Payment of fees may be waived at the discretion of the Executive Officers, in the event of one or more of the following:
 - 4.2.1. illness or medical grounds,
 - 4.2.2. relocation, or
 - 4.2.3. unforeseen circumstances,

4.2.4. the resignation may then be accepted by the Club Committee.

4.3. Any person ceasing to be a Member of the Club for any cause whatsoever, nevertheless, remains liable to the Club for all subscriptions and other moneys which may have become due by such person at the termination of membership.

4.4. A person who ceases to be a Member must, of their own volition, or upon the request of the Executive Committee, return any property belonging to the Club. Once membership has ceased, that person must refrain from using trademarks, trade names, logos or any other mark of identification associated with the club that could impact negatively on the Club's reputation.

4.5. Any person ceasing to be a Member of the Club must not disclose any confidential information relating to the Club or to any other Member of the Club.

5. FEES AND ANNUAL SUBSCRIPTIONS

5.1. The Club, at an Annual General Meeting, has the power to determine the amount of the annual subscription fee (if any) payable by any new Member of the Club; (The amount of the annual subscription payable by Members (including Life Members) of the Club should take into account economic considerations and operational costs of the Club).

5.2. At the discretion of the Executive Committee a Member can arrange instalment of payments for annual subscription fees. A period of 2 months for full payment is recommended.

5.3. A Member is not entitled to vote or take advantage of membership in any way until such Member's subscription and/or arrears of subscription are paid in full.

6. OFFICERS

6.1. At the first meeting of the Club, and at every Annual General Meeting held thereafter, the Club must elect from the Club's financial membership, an Executive Committee consisting of the following officers:

6.1.1. A Chairperson (Chair) or President as appears on the TMOCC website.

6.1.2. A Secretary

6.1.3. A Treasurer

6.2. It is recommended the Executive Officers' roles should be held for a minimum period of two (2) years and may maintain the executive role for up to six (6) years. A planned rotation of officers will take place so that the Executive maintains a balance of experience and freshness in the leadership roles.

6.3. There will be a minimum of seven (7) Committee Members who will hold office through a voting process. It is recommended but not binding that Committee Members will hold office for a minimum period of two (2) years. Members may remain for a rollover period of up to six years in total, when they must retire – unless they retire for health reasons, are removed from office, or fail to be elected in consecutive years of office.

7. DUTIES OF THE CLUB COMMITTEE

- 7.1. Meetings of the Committee may be convened by email/letter notification at such times and places as the Chairperson decides (or in the case of the Chair's absence, inability or refusal to act, by email/letter of notification by the Secretary)
- 7.2. Five (5) Executive Members will be a quorum.
- 7.3. It is the duty of the Club Committee to generally:
 - 7.3.1. Conduct the affairs of the Club on its behalf.
 - 7.3.2. Keep record of accounts and business documents on behalf of the Club
 - 7.3.3. Notify Members of intended meetings and business to be transacted.
 - 7.3.4. Submit at the Annual General Meeting relevant reports, balance of accounts and statements of proceedings.
 - 7.3.5. Meet at such times and places as notified by email by the Chairperson – and in the Chair's absence, inability or refusal to act – by the Secretary of the Club.

ADDITIONAL DUTIES OF THE COMMITTEE

- 7.4. In addition to any power conferred by these Rules, the Committee has the following powers and authorities:
 - 7.4.1. To co-operate with all interested parties in public relations in promotion of the objectives of the Club.
 - 7.4.2. To enter into any arrangement with any institution or organisation which has objectives similar to those of the Club.
 - 7.4.3. To seek, solicit donations, gifts and bequests to on behalf of the Club for promotion of the purposes and objectives for the Club.
 - 7.4.4. To expend any money in pursuance of and incidental to any of the objectives of the Club.
 - 7.4.5. To purchase, lease or otherwise acquire property and to sell, lease or otherwise dispose of property.
 - 7.4.6. To recommend the printing of publications and their issue, or to recommend the development and emailing of publications, to Members of the Club and to others.
 - 7.4.7. To do all things as are incidental or conducive to the attainment of the above powers and authorities or any one or more of them.
- 7.5. Sub-Committees can be appointed at the discretion of the Club Committee for specific purposes beneficial to the Club's best interests.

8. MEETINGS

- 8.1. Annual General Meeting

8.1.1. The Club must hold an Annual General Meeting (AGM) once in every calendar year in the month of June at and on such date (not being more than 15 months after the holding of the last previous AGM), at such time and place as may be decided upon at the previous AGM. If no such time or place for such meeting has been fixed, then the AGM may be held at such time and place as the Executive Committee determines.

8.1.2. The AGM must be called for the following purposes:

8.1.2.1. To receive from the Executive Committee a report, balance sheet and statement of account for the preceding year, and an estimate of the receipts and expenditure of the ensuing year.

8.1.2.2. To elect the Executive and Committee Officers for the ensuing year

8.1.2.3. To appoint an Auditor.

8.1.2.4. To fix the annual membership subscription and entrance fee (if any) for the ensuing year

8.1.2.5. To decide on any resolution which must have been duly submitted to the Secretary not less than 21 days prior to the date of the AGM.

8.2. Special General Meeting

8.2.1. The Chairperson, or in the Chair's absence or inability, any other member of the Executive Committee, may at any time, for any special purpose, call a Special General Meeting (SGM). The Chairperson must do so forthwith upon the requisition in writing of any ten (10) members, stating the purposes for which the meeting is required.

8.3. Notice of Business

8.3.1. Two clear days before a Special General Meeting and 14 clear days before the Annual General Meeting, a notice must be given of the date, place and time for and of the business to be transacted at that meeting, together with a copy of the report and balance sheet in the case of the Annual General Meeting. The notice must be sent to every Member and no business other than that of which notice has been given can be brought forward at such meeting.

8.4. Procedure at (General) Meetings

8.4.1. At all General Meetings the Chairperson, and in the Chair's absence any other duly elected Chairperson, must take the chair. Every financial Member is entitled on every motion to one (1) vote exercised in person, by proxy or in writing. In the case of an equality of votes, the Chair has a casting, as well as a deliberative, vote. The mode of voting on all questions other than elections is by voices or, if the Chair or any three (3) members so require, by a show of hands.

8.4.2. At all elections, voting is by secret ballot, for which purpose no less than two (2) scrutineers are to be appointed at the meeting.

8.4.3. At all General Meetings, seven (7) financial Members constitute a quorum.

8.5. Proxy Voting

8.5.1. Every financial and honorary member unable to be at a General Meeting of the Club may appoint as proxy his or her spouse OR another financial member OR the Chairperson to vote on his or her behalf.

8.5.2. Such proxies shall be in writing in the form set out in Schedule A to these rules and must be in the hands of the Secretary as required at least twenty (20) days before the date of the meeting.

8.5.3. Proxies may direct the Proxy holder to vote for or against resolutions to be put to the meeting, and in the absence of such direction, the proxy holder will exercise his or her discretion.

8.5.4. Proxies shall be declared by the Chairperson prior to the vote being taken.

9. SERVICE OF NOTICE

9.1. Every notice required to be sent to the Members is deemed to have been duly delivered if sent by email or other electronic correspondence, with the exception of a member requesting for correspondence to be delivered by post. In this circumstance, a prepaid letter will be sent addressed to the Member at the Member's last known place of business or residential address.

10. COMMON SEAL

10.1. The Club must provide a common seal which is to remain in the custody of the Secretary or such other person as may be nominated by the Committee. The use of the seal can be authorised only by resolution of the Executive Committee of the Club in a General Meeting, and its application is to be witnessed by the Chairperson and the Secretary (or one other Member of the Committee).

10.2. Every application of the seal must be recorded in a Register kept for that purpose, and a copy of every document to which the seal has been affixed must be kept together with the register.

11. CONTROL AND INVESTMENT OF FUNDS

11.1. The funds of the club are to be devoted solely for to the furtherance of the purpose and objectives of the club, as set out in these Rules, and are to be under the control of the Executive Committee Officers.

11.2. All monies received by or on behalf of the Club must forthwith be paid to the credit of the Club in an account by electronic transfer from such bank as be fixed by the Club. Withdrawals from the Club account must be signed jointly by the Chairperson and the Secretary or one other Committee Member. The Club may, from time to time, invest and re-invest in such securities as are in the best financial interests and business of the club.

12. APPLICATION OF PROFITS

12.1. The income and property of the Club, wherever they are derived from, are to be applied solely towards the promotion of the objectives of the Club as set forth in these rules. No portion of such income or property is to be paid or transferred directly or indirectly by way of profit to individual Members of the Club.

12.2. No individual Member of the Club should benefit from the application of profits.

13. PERSONAL BENEFIT

- 13.1. No member of the Club or any person associate with a 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 associated person of any income, benefit, or advantage whatsoever. Any such income shall be reasonable and relative to that which would be paid in an arm's length transaction (being open market value).

14. BORROWING POWERS

- 14.1. In addition to the other powers vested in it, the Club has a power to borrow or raise money from time to time by the issue of debentures, bonds, mortgages or any other security, founded or based on all or any of the property and/or rights of the club or without any such security and upon such terms as to priority and otherwise as the club thinks fit. The powers of borrowing or raising money cannot be exercised except pursuant to a resolution of the club passed at a General Meeting.

15. AUDITOR

- 15.1. The club must undertake an annual audit or audit review reported upon by an auditor appointed at the annual general meeting of the Club.
- 15.2. Such auditor cannot hold any other office in the Club and is to receive such fee as may be fixed from time to time by the Committee. If a vacancy occurs in the office of auditor during any year, the Committee is to appoint an auditor to hold office until the next Annual General Meeting.
- 15.3. The financial size of the Club shall determine the financial reporting verification standards to be applied.
- 15.3.1. Where the Club is registered for GST (current turnover of \$60,000 or has assets greater than \$250,000, an Audit is required.
- 15.3.2. Where the club is not registered for GST (current turnover of \$60,000 or less), or has assets less than \$250,000, a Review is required.

16. WHERE NO RULE APPLIES

- 16.1. If any case arises, in the opinion of the Committee, that is not provided for in these rules, the case is to be decided by the Committee, which must act in what it considers to be the best interests of the Club, but whose decision is final.

17. REGULATIONS

- 17.1. The Club may, from time to time, by resolution in General Meeting make, amend or cancel regulations not consistent with these rules governing procedure at its meetings and conduct of its activities in pursuance of its objectives.

18. ALTERATION OF THE RULES

- 18.1. These rules may be altered, added to or cancelled by resolution at a General Meeting of the club of which at least 14 days' notice has been given.

- 18.2. No addition to or alteration or recession of the rules shall be approved if it affects the charitable objectives, personal benefit rule, or the winding up and disposition of surplus assets.

19. WINDING UP AND DISPOSITION OF SURPLUS ASSETS

- 19.1. The Club must be wound up if, at a General Meeting of its members, a resolution is passed by a simple majority requiring the Club to be wound up and the resolution is confirmed at a subsequent General Meeting called for that purpose, and the meeting is held not earlier than thirty (30) days after the date on which the resolution so to be confirmed is passed.
- 19.2. In the event of the Club being wound up, after payment of the club's liabilities and the expenses of winding up, the surplus assets shall be dispersed for the benefit of waka ama paddling as decided at a Special General Meeting convened for this purpose.
- 19.3. If, upon the winding up or dissolution of the organisation, and after the satisfaction of all its debts and liabilities, there remains any property whatsoever, the property shall not be paid to or distributed among the Members of the organisation but shall be given or transferred to some other charitable organisation or body having objects similar to the objectives of the first organisation - or for some other charitable purpose- within New Zealand.

20. CONFIDENTIALITY

- 20.1. All information in any way relating to the affairs of the Club or of any Member of the club which is received by a member is to be treated as set out in s3 of the Privacy Act 2020 as secret and confidential, for the purpose of promoting and protecting the Club Members' privacy by:
- 20.1.1. the correct storing of information, either electronically and/or manually
- 20.1.2. archiving or destroying information once a membership ceases after a period of two (2) years.

21. INDEMNITY

- 21.1. No action in law or other claim may be taken by Members or their executors or administrators against any other Member of the Club or Committee or Officer in pursuance of the provisions of these Rules, notwithstanding any irregularity or informality occurring in or about the doing or omitting or suffering of any act, matter or thing. No member of the Committee is liable for any loss or expenses of the Club or any Member unless it occurs as a result of wilful default.

22. LIABILITY OF MEMBERS

- 22.1. No Member is under any liability in respect of any contract, debit or other obligation made or incurred by the Club.
- 22.2. The Club's Executive Committee is to act in 'good faith' and in the best interests of the Club in accordance with s.131 of the Companies Act 1993. The Executive Committee members have the same responsibilities as directors and may be held liable for activities carried out recklessly or in a way that reflects negatively on the club.

23. SCHEDULE A - PROXY FORM

I,

being an active/associate/honorary life member of the Tauranga Moana Outrigger Canoe Club (Incorporated) and residing at

.....

hereby appoint

.....

to attend the

.....

meeting to be held on

.....

and to vote on my behalf on all resolutions put to that meeting.

(Witness)

(Signature)

This form is to be used in favour of/against Resolution Number:

Unless otherwise instructed, the proxy will vote or abstain from voting as they think fit