



OVER FORTIES TRAMPING CLUB
INCORPORATED
CONSTITUTION

Contents

Contents	2
1. Introductory rules	4
1.1 Name.....	4
1.2 Charitable status.....	4
1.3 Commencement date of this constitution	4
1.4 Definitions.....	4
1.5 Purpose.....	5
1.6 Act and regulations	6
1.7 Restrictions on club powers	6
1.8 Registered office.....	6
1.9 Contact person	6
2. Members.....	7
2.1 Minimum number of members.....	7
2.2 Types of members	7
2.3 Becoming a member: consent.....	8
2.4 Becoming a member: process.....	8
2.5 Members' obligations and rights	8
2.6 Subscriptions and fees.....	8
2.7 Ceasing to be a member.....	9
2.8 Obligations once membership has ceased	9
3. General meetings.....	9
3.1 Procedures for all general meetings	9
3.2 Minutes.....	10
3.3 Annual general meetings: when they will be held.....	11
3.4 Annual general meetings: business	11
3.5 Special general meetings	11
4. Committee.....	12
4.1 Committee composition.....	12
4.2 Functions of the committee	12
4.3 Powers of the committee.....	12
4.4 Sub-committees.....	12
4.5 General matters: committees	12
5. Committee meetings	13
5.1 Procedure.....	13
5.2 Frequency.....	13
6. Officers	13
6.1 Qualifications of officers	13
6.2 Officers' duties	13
6.3 Election or appointment of officers	14
6.4 Term.....	14
6.5 Removal of officers	15
6.6 Ceasing to hold office.....	15
6.7 Conflicts of interest	15
6.8 Indemnity for officers.....	16
7. Records	16
7.1 Register of members.....	16
7.2 Interests register	16
7.3 Access to information for members	17
8. Finances	18
8.1 Control and management.....	18
8.2 Balance date.....	18

8.3 Review of club accounts	18
9. Dispute resolution	18
9.1 Meanings of dispute and complaint	18
9.2 How complaint is made	19
9.3 Complaints sub-committee	19
9.4 Complaint management	20
9.5 Complaint assessment appeal	21
10. Liquidation and removal from the register	21
10.1 Resolving to put club into liquidation	21
10.2 Resolving to apply for removal from the register	21
10.3 Surplus assets	21
11. Alterations to the constitution	22
11.1 Amending this constitution	22
12. Other	22
12.1 Bylaws	22

1. Introductory rules

1.1 Name

The name of the club is Over Forties Tramping Club Incorporated (in this **Constitution** referred to as the '**Club**').

1.2 Charitable status

The **Club** is not and does not intend to be registered as a charitable entity under the Charities Act 2005.

1.3 Commencement date of this constitution

This **Constitution** comes into effect on the day following approval by **Members** at a **General Meeting**. Prior to that date, the existing **Constitution** document governs the operation of the **Club**.

1.4 Definitions

In this **Constitution**, unless the context requires otherwise, the following words and phrases have the following meanings:

'**Act**' means the Incorporated Societies Act 2022 or any Act which replaces it (including amendments to it from time to time), and any regulations made under the Act or under any Act which replaces it.

'**Annual General Meeting**' means a meeting of the **Members** of the **Club** held once per year which, among other things, will receive and consider reports on the **Club**'s activities and finances.

'**Bylaws**' means the administrative regulations for the **Club** that are a subordinate document to this **Constitution**.

'**Committee**' means the **Club**'s governing body.

'**Complaint**' means a communication **In Writing** from a **Member**, an **Officer**, or the **Secretary** on behalf of the **Club** that is intended to initiate a dispute resolution process. For a **Member** or **Officer** to make a **Complaint**, this can only be in relation to them being a **Member** of the **Club**.

'**Constitution**' means the rules in this document.

'**General Meeting**' means either an **Annual General Meeting** or a **Special General Meeting** of the **Members** of the **Club**.

'**Interested Member**' means a **Member** who is interested in a matter for any of the reasons set out in section 62 of the **Act**.

'**Interests Register**' means the register of interests of **Officers**, kept under this **Constitution** and as required by section 73 of the **Act**.

‘In Writing’ means a communication received in hardcopy form, via email, or via any special purpose electronic form created by the **Club** for a specific purpose. It does not include communications received via text message or via other electronic means.

‘Matter’ means –

1. the **Club’s** performance of its activities or exercise of its powers; or
2. an arrangement, agreement, or contract (a transaction) made or entered into, or proposed to be entered into, by the **Club**.

‘Member’ means a natural person who has consented to become a **Member** of the **Club** and has been properly admitted to the **Club** who has not ceased to be a **Member** of the **Club**.

‘Notice’ to **Members** includes any notice given **In Writing**.

‘Officer’ means a natural person who is a member of the **Committee**.

‘Chairperson’ means the **Officer** responsible for chairing **General Meetings** and committee meetings, and who provides leadership for the **Club**.

‘Register of Members’ means the register of **Members** kept under this **Constitution** as required by section 79 of the **Act**.

‘Registrar’ means the Registrar of Incorporated Societies.

‘Secretary’ means the **Officer** responsible for the matters specifically noted in this **Constitution**.

‘Special General Meeting’ means a meeting of the **Members**, other than an **Annual General Meeting**, called for a specific purpose or purposes.

‘Treasurer’ means the **Officer** responsible for managing the financial records and preparing financial reports for the **Club**.

‘Working Days’ mean as defined in the Legislation Act 2019. Examples of days that are not **Working Days** include, but are not limited to, the following – a Saturday, a Sunday, and all New Zealand national public holidays.

1.5 Purpose

The primary purpose of the **Club** is to foster a lifelong enjoyment of the outdoors through a wide variety of tramping experiences.

The **Club** must not operate for the purpose of, or with the effect of:

- distributing, any gain, profit, surplus, dividend, or other similar financial benefit to any of its **Members** (whether in money or in kind); or
- having capital that is divided into shares or stock held by its **Members**; or
- holding property in which its **Members** have a disposable interest (whether directly, or in the form of shares or stock in the capital of the **Club** or otherwise).

But the **Club** will not operate for the financial gain of **Members** simply if the **Club** –

- engages in trade,
- pays a **Member** for matters that are incidental to the purposes of the **Club**,
- distributes funds to a **Member** to further the purposes of the **Club**,
- reimburses a **Member** for reasonable expenses legitimately incurred on behalf of the **Club** or while pursuing the **Club**'s purposes,
- provides benefits to members of the public or of a class of the public and those persons include **Members** or their families,
- provides benefits to **Members** or their families to alleviate hardship,
- provides educational scholarships or grants to **Members** or their families,
- pays a **Member** a salary or wages or other payments for services to the **Club** on arm's length terms (terms reasonable in the circumstances if the parties were connected or related only by the transaction in question, each acting independently, and each acting in its own best interests; or are terms less favourable to the **Member** than those terms and the payment for services, or other transaction, does not include any share of a gain, profit, or surplus, percentage of revenue, or other reward in connection with any gain, profit, surplus, or revenue of the **Club**),
- provides a **Member** with incidental benefits (for example, trophies, prizes, or discounts on products or services) in accordance with the purposes of the **Club**.

1.6 Act and regulations

Nothing in this **Constitution** authorises the **Club** to do anything which contravenes or is inconsistent with the **Act**, any regulations made under the **Act**, or any other legislation.

1.7 Restrictions on club powers

The **Club** must not be carried on for the financial gain of any of its **Members**.

The **Club**'s capacity, rights, powers, and privileges are subject to the following restrictions:

- The **Club** does not have the power to borrow money.

1.8 Registered office

The registered office of the **Club** shall be at such place in New Zealand as the **Committee** from time to time determines.

Changes to the registered office shall be notified to the **Registrar** at least 5 **Working Days** before the change of address for the registered office is due to take effect.

1.9 Contact person

The **Club** shall have 3 contact persons – **Chairperson**, **Secretary** and **Treasurer** – whom the **Registrar** can contact when needed.

The **Club**'s contact persons must be:

- At least 40 years of age, and
- Ordinarily resident in New Zealand.

Each contact person's name must be provided to the **Registrar**, along with their contact details, including:

- a physical address or an electronic address, and
- a telephone number.

Any change in that contact person or that person's name or contact details shall be advised to the **Registrar** within 20 **Working Days** of that change occurring, or the **Club** becoming aware of the change.

2. Members

2.1 Minimum number of members

The **Club** shall maintain the minimum number of **Members** required by the **Act**.

2.2 Types of members

The classes of membership and the method by which **Members** are admitted to different classes of membership are as follows:

Ordinary Member:

- Any person over the age of 40 shall be classified as an '**Ordinary Member**' unless otherwise determined by the **Committee**.

Life Member:

- At any **Annual General Meeting** at which a quorum is present a '**Life Member**' may be elected by reason of some outstanding service to the **Club**. Each nominee shall be proposed by one and seconded by another **Member** of the **Club** and such nomination shall be in the hands of the **Secretary** of the **Club** no later than 6 weeks prior to the **Annual General Meeting**. The **Secretary** shall submit such nomination to the **Committee** at its next meeting after it has been received.
- If the **Committee** resolves by a two-thirds majority to accept the nomination, it shall be presented to **Members** as a notice of motion included in the agenda for consideration at the next **Annual General Meeting**.
- The election shall be by ballot at which the nominee or nominees must receive at least two-thirds majority of the votes cast.
- Life Members shall be exempt from the payment of annual subscriptions and shall be entitled to vote.
- The Maximum number of Life Members at any one time shall be 4% of **Club** membership, except where exceeding the 4% limit is caused by a reduction in membership.

Honorary Member:

- The **Committee** shall have the power to elect suitable persons to be '**Honorary Members**' of the **Club**, such membership to be revocable by the **Committee** at any time. Honorary Members shall be exempt from payment of subscriptions, and they shall not have voting rights.

All the provisions of this **Constitution** and of the **Bylaws** shall apply to all **Members**.

2.3 Becoming a member: consent

Every applicant for membership under this **Constitution** must consent **In Writing** to becoming a **Member**.

Members who have been a **Member** of the **Club** prior to this **Constitution** are deemed to have provided that consent.

2.4 Becoming a member: process

An applicant for membership must complete and sign a paper application form or submit an electronic application form containing the applicant information and proof of completed admission requirements. That person will become a **Member** on acceptance of that application by the **Committee**.

The **Committee** may accept or decline an application for membership at its sole discretion. The **Committee** shall approve an application if a majority of two-thirds of those members of the **Committee** approve it. The **Committee** must advise the applicant of its decision.

All membership applications will be retained in paper or electronic format in the **Club's** membership records. Membership of the **Club** shall date from the time of acceptance by the **Committee**, subject to the appropriate subscription and joining fee being paid at the time of application.

2.5 Members' obligations and rights

Every **Member** shall provide the **Club In Writing** with that **Member's** name and contact details (namely, physical and email address and a telephone number) and promptly advise the **Club In Writing** of any changes to those details.

- All **Members** shall promote the interests and purposes of the **Club** and shall do nothing to bring the **Club** into disrepute.
- A **Member** is only entitled to exercise the rights of membership (including attending and voting at **General Meetings**) if all subscriptions and any other fees have been paid to the **Club** by their respective due dates.
- No **Member** is liable for an obligation of the **Club** by reason only of being a **Member**.

2.6 Subscriptions and fees

The annual subscription for membership for the then current financial year shall be set by resolution of a **General Meeting** and become due immediately after such a meeting.

2.7 Ceasing to be a member

A **Member** ceases to be a **Member**:

- by resignation as a **Member** by a notice **In Writing** provided by that **Member** to the **Committee**, or
- on termination of a **Member**'s membership following a dispute resolution process under this **Constitution**, or
- on death, or
- by resolution of the **Committee** where the **Member** has failed to pay a subscription due to the **Club** within 2 calendar months of the due date for payment.

with effect from (as applicable):

- the date of receipt of the **Member**'s notice of resignation by the **Committee** (or any subsequent date stated in the notice of resignation), or
- the date of termination of the **Member**'s membership under this **Constitution**, or
- the date of death of the **Member**, or
- the date specified in a resolution of the **Committee** for terminating **Members** with subscription payments overdue.

2.8 Obligations once membership has ceased

A **Member** who has ceased to be a **Member** under this **Constitution**:

- shall cease to hold himself or herself out as a **Member** of the **Club**, and
- shall cease to be entitled to any of the rights of a **Club Member**.

3. General meetings

3.1 Procedures for all general meetings

The **Committee** shall give all **Members** at least 10 **Working Days** written **Notice** of any **General Meeting** and of the business to be conducted at that **General Meeting**.

That **Notice** will be addressed to the **Member** at the contact address notified to the **Club** and recorded in the **Club's Register of Members**. The **General Meeting** and its business will not be invalidated simply because one or more **Members** do not receive the **Notice** of the **General Meeting**.

Only financial **Members** may speak and vote at **General Meetings**.

No **General Meeting** may be held unless at least 10 eligible financial **Members** attend throughout the meeting, and this will constitute a quorum.

If, within half an hour after the time appointed for a meeting a quorum is not present, the meeting – if convened upon request of **Members** – shall be dissolved. In any other case it shall stand adjourned to a day, time and place determined by the **Committee**, and if at such adjourned meeting a quorum is not present those **Members** present shall be deemed to constitute a sufficient quorum.

A **Member** is entitled to exercise one vote on any motion at a **General Meeting**, and voting at a **General Meeting** shall be by show of hands or, on demand of the chair of the meeting or of two or more **Members** present, by secret ballot.

In the event of a secret ballot, two **Members** (who are not nominees) appointed by the chair of the meeting shall act as scrutineers for the counting of the votes and destruction of any voting papers.

Unless otherwise required by this **Constitution**, all questions shall be decided by a simple majority of those in attendance and voting at a **General Meeting**.

Written resolutions may not be passed in lieu of a **General Meeting**.

All **General Meetings** shall be chaired by the **Chairperson**. If the **Chairperson** is absent, the meeting shall elect another member of the **Committee** to chair that meeting.

Any person chairing a **General Meeting** has a deliberative and, in the event of a tied vote, a casting vote.

Any person chairing a **General Meeting** may:

- With the consent of a simple majority of **Members** present at any **General Meeting** adjourn the **General Meeting** from time to time and from place to place but no business shall be transacted at any adjourned **General Meeting** other than the business left unfinished at the meeting from which the adjournment took place.
- Direct that any person obstructing the business of the **General Meeting**, or behaving in a disorderly manner, or being abusive, or failing to abide by the directions of the chair of the meeting be removed from the **General Meeting**, and
- In the absence of a quorum or in the case of emergency, adjourn the **General Meeting** or declare it closed.

The **Committee** may propose motions for the **Club** to vote on, which shall be notified to **Members** with the **Notice** of the **General Meeting**.

Any **Member** may request that a motion be voted on at a **General Meeting**, by giving notice to the **Secretary** at least 30 **Working Days** before that meeting. The **Member** may also provide information in support of the motion. Notice of the motion shall be provided to **Members** with the written **Notice** of the **General Meeting**.

The wording of a motion as presented to a **General Meeting** may not be modified in that **General Meeting**.

3.2 Minutes

The **Club** must keep minutes of all **General Meetings**.

3.3 Annual general meetings: when they will be held

An **Annual General Meeting** shall be held once a year on a date and at a location and/or using any electronic communication determined by the **Committee** and consistent with any requirements in the **Act**, and the **Constitution** relating to the procedure to be followed at **General Meetings** shall apply.

The **Annual General Meeting** must be held no later than the earlier of the following –

- 6 months after the balance date of the **Club**
- 15 months after the previous **Annual General Meeting**.

3.4 Annual general meetings: business

The business of an **Annual General Meeting** shall be to –

- confirm the minutes of the last **Annual General Meeting** and any **Special General Meeting(s)** held since the last **Annual General Meeting**,
- adopt the annual report on the operations and affairs of the **Club**,
- adopt the **Treasurer's** report on the finances of the **Club**, and the annual financial statements,
- approve subscriptions recommended by the **Committee** for the current financial year,
- consider any motions of which prior **Notice** has been given to **Members** with **Notice** of the **Meeting**, and
- appoint nominated **Officers**, and
- consider any general business.

The **Committee** must, at each **Annual General Meeting**, present the following information –

- an annual report on the operation and affairs of the **Club** during the most recently completed accounting period,
- the annual financial statements for that period, and
- notice of any disclosures of conflicts of interest made by **Officers** during that period (including a summary of the matters, or types of matters, to which those disclosures relate).

3.5 Special general meetings

Special General Meetings may be called at any time by the **Committee** by resolution.

The **Committee** must call a **Special General Meeting** if it receives a written request signed by at least 20 **Members**.

Any resolution or written request must state the business that the **Special General Meeting** is to deal with.

The rules in this **Constitution** relating to the procedure to be followed at **General Meetings** shall apply to a **Special General Meeting**, and a **Special General Meeting** shall only consider and deal with the business specified in the **Committee's** resolution or the written request by **Members** for the **Meeting**.

4. Committee

4.1 Committee composition

The **Committee** will consist of at least 6 **Officers** and no more than 10 **Officers**.

All **Officers** on the **Committee** must be **Members** of the **Club**.

4.2 Functions of the committee

From the end of each **Annual General Meeting** until the end of the next, the **Club** shall be managed by, or under the direction or supervision of, the **Committee**, in accordance with the Incorporated Societies Act 2022, any Regulations made under that **Act**, and this **Constitution**.

4.3 Powers of the committee

The **Committee** has all the powers necessary for managing – and for directing and supervising the management of – the operation and affairs of the **Club**, subject to such modifications, exceptions, or limitations as are contained in the **Act** or in this **Constitution**.

If the **Committee** determines, any part of the funds of the **Club** may be invested in the manner provided by the Trustee Act, 1956, or any act amending or replacing the same, or may be invested in such other manner as the **Members** may at a **General Meeting** authorise.

4.4 Sub-committees

The **Committee** may appoint sub-committees consisting of such persons (whether or not **Members** of the **Club**) and for such purposes as it thinks fit. Unless otherwise resolved by the **Committee**:

- the quorum of every sub-committee is half the members of the sub-committee but not less than two,
- no sub-committee shall have power to co-opt additional members,
- a sub-committee must not commit the **Club** to any financial expenditure without express authority from the **Committee**, and
- a sub-committee must not further delegate any of its powers.

4.5 General matters: committees

The **Committee** and any sub-committee may act by resolution approved during a conference call using audio and/or audio-visual technology or through a written ballot conducted by email, electronic voting system, or post, and any such resolution shall be recorded in the minutes of the next **Committee** or sub-committee meeting.

Other than as prescribed by the **Act** or this **Constitution**, the **Committee** or any sub-committee may regulate its proceedings as it thinks fit.

5. Committee meetings

5.1 Procedure

The quorum for **Committee** meetings is at least two-thirds of the **Committee**.

A meeting of the **Committee** may be held either –

- by a number of the members of the **Committee** who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or
- by means of audio, or audio and visual, or electronic communication, provided that the members of the **Committee** participating in the meeting constitute a quorum.

A resolution of the **Committee** is passed at any meeting of the **Committee** if a majority of the votes cast on it are in favour of the resolution. Every **Officer** on the **Committee** shall have one vote.

The chair of the **Committee** is the **Chairperson**. If the **Chairperson** is not present, the members of the **Committee** present may choose one of their number to be chair of the meeting. The chair has a casting vote in the event of a tied vote on any resolution of the **Committee**.

Except as otherwise provided in this **Constitution**, the **Committee** may regulate its own procedure.

5.2 Frequency

The **Committee** shall meet at least quarterly at such times and places and in such manner (including by audio, audio and visual, or electronic communication) as it may determine and otherwise where and as convened by the **Chairperson** or **Secretary**.

The **Secretary**, or **Chairperson**, shall give to all **Committee** members not less than 5 **Working Days'** notice of **Committee** meetings, but in cases of urgency a shorter period of notice shall suffice.

6. Officers

6.1 Qualifications of officers

Every **Officer** must be a natural person who prior to election or appointment –

- is a **Member** of the **Club**, and
- has consented **In Writing** to be an **Officer** of the **Club**, and
- certifies **In Writing** that they are not disqualified from being elected or appointed or otherwise holding office as an **Officer** of the **Club**.

Officers must not be disqualified under section 47(3) of the **Act** from being appointed or holding office as an **Officer** of the **Club**.

Each certificate shall be retained in the **Club's** electronic records.

6.2 Officers' duties

At all times each **Officer**:

- shall act in good faith and in what he or she believes to be the best interests of the **Club**, and
- must exercise all powers for a proper purpose, and
- must not act, or agree to the **Club** acting, in a manner that contravenes the **Act** or this **Constitution**, and
- 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 him or her, and
- must not agree to, cause or allow the activities of the **Club** being carried on in a manner likely to create a substantial risk of serious loss to the **Club** or to the **Club's** creditors, and
- must not agree to the **Club** incurring an obligation unless he or she believes at that time on reasonable grounds that the **Club** will be able to perform the obligation when it is required to do so.

6.3 Election or appointment of officers

The election of **Officers** shall be conducted as follows.

- **Officers** shall be elected during **Annual General Meetings**.
- If a vacancy in the position of any **Officer** occurs between **Annual General Meetings**, that vacancy may be filled by resolution of the **Committee**. Any such appointee must qualify as an **Officer** (as described in the 'Qualification of Officers' rule above).
- A candidate's written nomination, accompanied by the information as described in the 'Qualification of Officers' rule above and containing the signatures of the nominator and seconder, shall be received by the **Club** at least 5 days before the date of the **Annual General Meeting**.
- If there are insufficient valid nominations received, further nominations may be received from the floor at the **Annual General Meeting**.
- Votes shall be cast in such a manner as the person chairing the meeting determines. In the event of any vote being tied, the tie shall be resolved by the casting vote of the chair of the meeting.
- The failure for any reason of any financial **Member** to receive such **Notice** of the **General Meeting** shall not invalidate the election.

6.4 Term

The term of office for all **Officers** elected to the **Committee** shall be 1 year, expiring at the end of the **Annual General Meeting** in the year corresponding with the last year of each **Officer's** term of office.

No **Chairperson** shall serve for more than 3 consecutive years as **Chairperson**.

6.5 Removal of officers

An **Officer** shall be removed as an **Officer** by resolution of the **Committee** or the **Club** where in the opinion of the **Committee** or the **Club** –

- The **Officer** elected to the **Committee** has been absent from 3 **Committee** meetings without leave of absence from the **Committee**, or
- The **Officer** has brought the **Club** into disrepute, or
- The **Officer** has failed to disclose a conflict of interest, or
- The **Committee** passes a vote of no confidence in the **Officer**.

with effect from (as applicable) the date specified in a resolution of the **Committee** or **Club**.

6.6 Ceasing to hold office

An **Officer** ceases to hold office when they resign (by notice **In Writing** to the **Committee**), are removed, die, or otherwise vacate office in accordance with section 50(1) of the **Act**.

Each **Officer** shall within 10 **Working Days** of submitting a resignation or ceasing to hold office, deliver to the **Committee** all books, papers and other property of the **Club** held by such former **Officer**.

6.7 Conflicts of interest

An **Officer** or member of a sub-committee who is an **Interested Member** in respect of any **Matter** being considered by 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** and or sub-committee, and
- in an **Interests Register** kept by the **Committee**.

Disclosure must be made as soon as practicable after the **Officer** or member of a sub-committee becomes aware that they are interested in the **Matter**.

An **Officer** or member of a sub-committee who is an **Interested Member** regarding a **Matter** –

- must not vote or take part in the decision of the **Committee** and/or sub-committee relating to the **Matter** unless all members of the **Committee** who are not interested in the **Matter** consent; and
- must not sign any document relating to the entry into a transaction or the initiation of the **Matter** unless all members of the **Committee** who are not interested in the **Matter** consent; but
- may take part in any discussion of the **Committee** and/or sub-committee relating to the **Matter** and be present at the time of the decision of the **Committee** and/or sub-committee (unless the **Committee** and/or sub-committee decides otherwise).

However, an **Officer** or member of a sub-committee who is prevented from voting on a **Matter** may

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

Where 50 per cent or more of **Officers** are prevented from voting on a **Matter** because they are interested in that **Matter**, a **General Meeting** must consider and determine the **Matter**, unless all non-interested **Officers** agree otherwise.

Where 50 per cent or more of the members of a sub-committee are prevented from voting on a **Matter** because they are interested in that **Matter**, the **Committee** shall consider and determine the **Matter**.

6.8 Indemnity for officers

No member of the **Committee** shall be liable for the acts or defaults of any other member of the **Committee** or any loss occasioned thereby, unless occasioned by their wilful default or by their wilful acquiescence.

The members of the **Committee** shall be indemnified by the **Club** for all liabilities and costs incurred by them in the proper performance of the functions and duties, other than as a result of their wilful default.

7. Records

7.1 Register of members

The **Club** shall keep an up-to-date Register of Members.

For each current **Member**, the information contained in the Register of Members shall include –

- Their name, and
- The date on which they became a **Member**, and
- A physical address, and
- An electronic address (if any), and
- A telephone number; and
- whether the **Member** is financial or unfinancial

Every current **Member** shall promptly advise the **Club** of any change of the **Member's** contact details.

The **Club** shall also keep a record of the former **Members** of the **Club**. For each **Member** who ceased to be a **Member** within the previous 7 years, the **Club** will record:

- The former **Member's** name, and
- The date the former **Member** ceased to be a **Member**.

7.2 Interests register

The **Committee** shall maintain an up-to-date register of the interests disclosed by **Officers** and by members of any sub-committee.

7.3 Access to information for members

A **Member** may at any time make a request **In Writing** to the **Club** for information held by the **Club**.

The request must specify the information sought in sufficient detail to enable the information to be identified.

The **Club** must, within a reasonable time after receiving a request –

- provide the information, or
- agree to provide the information within a specified period, or
- agree to provide the information within a specified period if the **Member** pays a reasonable charge to the **Club** (which must be specified and explained) to meet the cost of providing the information, or
- refuse to provide the information, specifying the reasons for the refusal, as per section 81 of the **Act**.

Without limiting the reasons for which the **Club** may refuse to provide the information, the **Club** may refuse to provide the information if –

- withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons, or
- the disclosure of the information would, or would be likely to, prejudice the commercial position of the **Club** or of any of its **Members**, or
- the disclosure of the information would, or would be likely to, prejudice the financial or commercial position of any other person, whether or not that person supplied the information to the **Club**, or
- the information is not relevant to the operation or affairs of the **Club**, or
- withholding the information is necessary to maintain legal professional privilege, or
- the disclosure of the information would, or would be likely to, breach an enactment, or
- the burden to the **Club** in responding to the request is substantially disproportionate to any benefit that the **Member** (or any other person) will or may receive from the disclosure of the information, or
- the request for the information is frivolous or vexatious, or
- the request seeks information about a dispute or **Complaint** which is or has been the subject of the procedures for resolving such matters under this **Constitution** and the **Act**.

If the **Club** requires the **Member** to pay a charge for the information, the **Member** may withdraw the request, and must be treated as having done so unless, within 10 **Working Days** after receiving notification of the charge, the **Member** informs the **Club** –

- that the **Member** will pay the charge; or
- that the **Member** considers the charge to be unreasonable.

Nothing in this rule limits Information Privacy Principle 6 of the Privacy Act 2020 relating to access to personal information.

8. Finances

8.1 Control and management

The funds and property of the **Club** shall be –

- controlled, invested and disposed of by the **Committee**, subject to this **Constitution**, and
- devoted solely to the promotion of the purposes of the **Club**.

The **Committee** shall maintain bank accounts in the name of the **Club**.

All money received on account of the **Club** shall be banked within 10 **Working Days** of receipt.

All accounts paid or for payment shall be submitted to the **Committee** for approval of payment.

The **Committee** must ensure that there are kept at all times accounting records that –

- correctly record the transactions of the **Club**, and
- allow the **Club** to produce financial statements that comply with the requirements of the **Act**, and
- would enable the financial statements to be readily and properly audited or reviewed (if required under any legislation or the **Club's Constitution** or **Bylaws**).

The **Committee** must establish and maintain a satisfactory system of control of the **Club's** accounting records.

The accounting records must be kept in written form or in a form or manner that is easily accessible and convertible into written form. The accounting records must be kept for the current accounting period and for the last 7 completed accounting periods of the **Club**.

8.2 Balance date

The **Club's** financial year shall commence on 1st January of each year and end on 31st December (the latter date being the **Club's** balance date).

8.3 Review of club accounts

A review of the Club Accounts shall be undertaken yearly by someone other than the Treasurer, with the findings of that review presented at the Annual General Meeting.

9. Dispute resolution

9.1 Meanings of dispute and complaint

A dispute is a disagreement or conflict involving the **Club** and/or its **Members** in relation to specific allegations set out below.

The disagreement or conflict may be between any of **Members**, **Officers** or the **Club**.

The disagreement or conflict relates to any of the following allegations –

- a **Member** or an **Officer** has engaged in misconduct
- a **Member** or an **Officer** has breached, or is likely to breach, a duty under the **Club's Constitution, Bylaw** or the **Act**
- the **Club** has breached, or is likely to breach, a duty under the **Club's Constitution, Bylaws** or the **Act**
- a **Member's** rights or interests as a **Member** have been damaged or **Member's** rights or interests generally have been damaged as a result of engagement in an activity of the **Club**.

9.2 How complaint is made

A **Member** or an **Officer** may make a **Complaint** by giving to the **Committee** (or a complaints sub-committee if established) a notice **In Writing** that:

- states that the **Member** or **Officer** is starting a procedure for resolving a dispute in accordance with the **Club's Constitution**; and
- sets out the allegation(s) to which the dispute relates and whom the allegation or allegations is or are against; and
- sets out any other information or allegations reasonably required by the **Club**.

The **Club** may make a **Complaint** involving an allegation against a **Member** or an **Officer** by giving to the **Member** or **Officer** a notice **In Writing** that:

- states that the **Club** is starting a procedure for resolving a dispute in accordance with the **Club's Constitution**; and
- sets out the allegation to which the dispute relates.

The information setting out the allegations must be sufficiently detailed to ensure that a person against whom an allegation or allegations is made is fairly advised of the allegation or allegations concerning them, with sufficient details given to enable that person to prepare a response.

On receipt of a **Complaint**, the **Committee** registers the **Complaint** (or refers to complaints sub-committee if established) for processing.

9.3 Complaints sub-committee

The **Committee** may in its own discretion establish a complaints sub-committee consisting of at least three people appointed by the **Committee** annually, and at other times if a vacancy occurs mid year. These people may be an **Officer**, a **Member**, or any other person considered to be appropriate by the **Committee**.

When the **Committee** receives a **Complaint**, if it is considered that a member of the complaints sub-committee has a direct interest in the **Complaint** or may not be impartial, then the **Committee** will appoint an alternative person.

9.4 Complaint management

On receipt of a **Complaint** the **Committee**, complaints sub-committee, or other people assigned to manage the **Complaint** should review the **Complaint** within two weeks, to classify it as:

- Not a valid **Complaint** under the **Constitution**; or
- A trivial **Complaint**; or
- A moderate severity **Complaint** where written material provided is sufficient to assess it; or
- A serious **Complaint** where a meeting will be required

For an invalid **Complaint**, the **Committee** or complaints sub-committee will draft an email response to the originator of the **Complaint** for despatch by the **Secretary** or another **Committee** member assigned to dispatch, advising the originator that the **Complaint** cannot be made under the **Constitution**.

For a trivial **Complaint**, the **Committee** or complaints sub-committee will draft an email response to the originator of the **Complaint** for despatch by the **Secretary** or another **Committee** member assigned to dispatch, advising the originator that the **Complaint** has been assessed as low impact and that no further action will be taken.

For a moderate or serious **Complaint**, the **Member** or **Officer** who is the target of the **Complaint**, or if the target is the **Club**, the **Committee**, are advised of the **Complaint** and requested to respond **In Writing** within two weeks.

For a moderate **Complaint**, once a response has been received and distributed to the originator of the **Complaint**, the **Committee** or complaints sub-committee will:

- Make a decision on how it is to be handled; and
- Write a **Complaint** assessment; and
- Request the **Secretary** or another **Committee** member to distribute it to the originator and target of the **Complaint**

For a serious **Complaint**, once a response has been received and distributed to the originator of the **Complaint**, the **Committee** or complaints sub-committee will:

- Schedule an online or in person meeting involving the **Committee** or complaints sub-committee, the originator, the target, and either the **Chairperson** or **Secretary**. In this meeting both the originator and target will have the opportunity to speak; and
- Immediately following the meeting, discuss the hearing with the **Chairperson** or **Secretary**; and
- Make a decision on how the **Complaint** should be handled; and
- Write a **Complaint** assessment and request the **Secretary** or another **Committee** member to distribute it to the originator and target of the **Complaint**.

For the avoidance of doubt, a decision on a serious **Complaint** where a finding has been made that a **Member** or an **Officer** has engaged in misconduct or has breached, or is likely to breach, a duty under the **Club's Constitution, Bylaws** or the **Act**, may include a decision to terminate the membership of the **Officer** or **Member**.

9.5 Complaint assessment appeal

On receipt of a **Complaint** assessment, should the originator object to the decision, within no more than four weeks from the despatch of the assessment, the originator should explain their **reasons In Writing** to the **Secretary** or another **Committee** member. This communication will be forwarded to the **Chairperson**.

The **Chairperson** will assess the **Complaint** and either make a final decision or refer the **Complaint** back to the **Committee** or complaints sub-committee for reassessment.

The decision of the **Chairperson** is final, and no further correspondence in relation to the **Complaint** will then be accepted, unless the direction to the **Committee** or complaints sub-committee is to reassess the **Complaint**.

10. Liquidation and removal from the register

10.1 Resolving to put club into liquidation

The **Club** may be liquidated in accordance with the provisions of Part 5 of the **Act**.

The **Committee** shall give 25 **Working Days** written **Notice** to all **Members** of the proposed resolution to put the **Club** into liquidation.

The **Committee** shall also give written **Notice** to all **Members** of the **General Meeting** at which any such proposed resolution is to be considered. The **Notice** shall include all information as required by section 228(4) of the **Act**.

Any resolution to put the **Club** into liquidation must be passed by a simple majority of all **Members** present and voting.

10.2 Resolving to apply for removal from the register

The **Club** may be removed from the **Register** in accordance with the provisions of Part 5 of the **Act**.

The **Committee** shall give 25 **Working Days** written **Notice** to all **Members** of the proposed resolution to remove the **Club** from the **Register**.

The **Committee** shall also give written **Notice** to all **Members** of the **General Meeting** at which any such proposed resolution is to be considered. The **Notice** shall include all information as required by section 228(4) of the **Act**.

Any resolution to remove the **Club** from the **Register** must be passed by a simple majority of all **Members** present and voting.

10.3 Surplus assets

If the **Club** is liquidated, or removed from the **Register**, no distribution shall be made to any **Member**, and if any property remains after the settlement of the **Club's** debts and liabilities, that property must be given or transferred to the Backcountry Trust (Aotearoa/New Zealand) and/or The Summit Road Society Group for a charitable purpose or purposes as defined in section 5(1) of the Charities Act

2005. In the event that the Backcountry Trust (Aotearoa/New Zealand) or The Summit Road Society Group are not in a position to accept the property, then The Federated Mountain Clubs Mountain and Forest Trust shall receive the distribution.

However, in any resolution under this rule, the **Club** may approve a different distribution to a different not-for-profit entity from that specified above, so long as the **Club** complies with this **Constitution** and the **Act** in all other respects.

11. Alterations to the constitution

11.1 Amending this constitution

All amendments must be made in accordance with this **Constitution**. Any minor or technical amendments shall be notified to **Members** as outlined in section 31 of the **Act**.

The **Club** may amend or replace this **Constitution** at a **General Meeting** by a resolution passed by a simple majority of those **Members** present and voting.

Any proposed resolution instigated by **Members** to amend or replace this **Constitution** shall be signed by at least 10 eligible **Members** and given **In Writing** to the **Committee** at least 25 **Working Days** before the **General Meeting** at which the resolution is to be considered and accompanied by a written explanation of the reasons for the proposal.

When an amendment is approved by a **General Meeting** it shall be notified to the **Registrar** in the form and manner specified in the **Act** for registration and shall take effect from the date of registration.

If the **Club** is registered as a charity under the Charities Act 2005 the amendment shall also be notified to Charities Services as required by section 40 of that Act.

12. Other

12.1 Bylaws

The **Committee** from time to time may make and amend the **Bylaws**, and policies for the conduct and control of **Club** activities and codes of conduct applicable to **Members**, but no such **Bylaws**, policies or codes of conduct applicable to **Members** shall be inconsistent with this **Constitution**, the **Act**, regulations made under the **Act**, or any other legislation.

Changes to the **Bylaws** initiated by the **Committee** require a two-thirds majority decision of the **Committee**. All changes must be published promptly in the **Club's** magazine and/or website.

Bylaws may be reviewed by **Members** at a **General Meeting** provided the **Notice** has been given with the **Notice** of the **General Meeting**. Any changes made must be approved by a simple majority of **Members** at the **General Meeting**.