

# CONSTITUTION OF THE HAWKES BAY SPEEDWAY CLUB (INCORPORATED)

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HINE BOLT SECRETARY *Rg*  
 DAVID HAMPTON COMMITTEE *D Hampton*  
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## SECTION 1.0 – NAME & DEFINITION

The name of the society is "The Hawke's Bay Speedway Club (Incorporated)", hereinafter referred to as the "Club".

For the purpose of promotion the Club may trade as "Speedway Hawke's Bay."

The registered office of the Club is in such location as determined by the Board. The Registrar of Incorporated Societies is to be advised at the time of Incorporation and of any subsequent changes to the situation of the Registered Office.

The term "financial member" refers to any member having paid their annual subscription fee and including those members with Life or Honorary status.

## SECTION 2.0 - OBJECTS

"The Hawke's Bay Speedway Club (Incorporated) is a voluntary not for profit organisation. The principal objective of the organisation is to participate in the sport of speedway and to enhance the achievements of persons associated with the sport of speedway,

- Advance the education of speedway in Hawke's bay and to educate New Zealand society in general about the safety of controlled speedway sport.
- To arrange control and develop all forms of speedway competition on tracks operated by the Club and or to enter any amalgamation, fusion, affiliation or alliance with any other organisation, to delegate control of any section to any outside body for the benefits of the Club.
- To make and control rules and regulations for the conduct of speedway racing, according to the rules and objects of the Club.
- To protect the rights of promoters and competitors alike.
- To enable members to network, engage in open discussion, learn and advance a better understanding of the responsibilities and duties imposed by relevant Acts, Rules and Regulations for the betterment of Speedway in Hawke's Bay.

## SECTION 3.0 – MEMBERSHIP

### 3.1 Eligibility

Membership of the Club is open to all individuals, companies and/or organisations that are engaged in or have an interest in any of the fields within the scope of the Club's Objects.

### 3.2 Membership Classes

#### (a) Member

Any person engaged or interested in any of the fields within the scope of the Club's Objects.

#### (b) Honorary Member

Any person of acknowledged eminence in one or more fields within the scope of the Club's Objects may have this privilege bestowed on them by full agreement of the Board.

#### (c) Life Member

Any member of the Club who has given the Club outstanding service may be nominated by another member as having Life member status subject to full agreement of the



**(d) Corporate Member**

Any organisation or company engaged or interested in any of the fields within the scope of the Club's Objects.

**SECTION 4.0 - ADMISSION, EXPULSION AND RESIGNATION OF MEMBERS**

- 4.1 Each application for membership shall be made on any of the appropriate forms supplied by the Club. In all matters of membership approvals, the Board's decision will be final and no correspondence will be entered into.
- 4.2 Membership applications shall be submitted to the Board. A majority vote shall be required for acceptance to be included on the roll of the Club.
- 4.3 Any member may be expelled from the Club for a good and sufficient reason by a two-thirds majority vote of the Board. Such a member may, within 28 days of receiving notice from the Club of their intention to consider expulsion and the grounds thereof make written application to appear or make a written submission to be placed before a duly independent appointed audit committee of senior Club members that may not include any current serving Board members.
- 4.4 Any explanation will be heard in respect of such allegations before the matter is determined by the Board following a thorough investigation and a recommendation from the audit committee or of a committee of senior Club members that may not include any current serving Board members.
- 4.5 The member shall be notified of the decision by the Board in writing by the President. If agreed upon by both parties the matter may be referred to mediation with a mediator being appointed by LEADR NZ – The Association of Dispute Resolvers.
- 4.6 Any member may, by notice in writing to the Club, resign membership after payment of all sums due to the Club.
- 4.7 Any person who may have belonged to the Club but has since resigned, been expelled or let their membership lapse and later wishes to rejoin the Club within a two year period does not need to comply with 4.1 and 4.2 however after the two year period has passed then they must submit their application on the appropriate forms supplied by the Club and must be approved for membership as laid out in 4.1 and 4.2.

**SECTION 5.0 – RIGHTS, DUTIES AND CONDUCT OF MEMBERS**

- 5.1 Every person on being approved as a member shall be supplied with a copy of this Constitution and every member shall be bound by and observe the rules of the Club.
- 5.2 It shall be the duty of every member to communicate his/her address and any change or changes thereof to the Secretary who shall record the same in a register kept for that purpose and all letters addressed to such member delivered at or posted to such address shall be deemed to have been delivered to and have been received as in the ordinary course of post by such member. If any member shall have failed to communicate his/her address or any change thereof to the Secretary, all letters delivered at or posted to such member's last known address shall have been deemed to have been delivered to and received by such member.
- 5.3 The general conduct of members as such shall be subject to the control of the Board.

**SECTION 6.0 – SUBSCRIPTIONS**

- 6.1 The rates of subscription for all members shall be determined by an Annual General Meeting. The annual subscription for members with Life or Honorary status may be waived, but they shall retain all the rights and privileges of individual members.

- 6.2** All subscriptions shall be payable to the Club on demand. Any member for whom an annual subscription has not been paid on demand at a time as set down by the Board will automatically be removed from the membership list of the Club, and will lose all rights to the clubs facilities.

## **SECTION 7.0 – GOVERNANCE OF THE CLUB**

### **7.1 The Board**

**The Board shall comprise:**

- (a)** President elected by the Members from nominations received at the Annual General Meeting. Nominations received for the President must have served two (2) years on the Board before being eligible. (Not necessarily consecutive years)
- (b)** Secretary elected by the Members from nominations received at the Annual General Meeting.
- (c)** Treasurer elected by the Members from nominations received at the Annual General Meeting.
- (d)** Nine (9) Board Members elected by the Members; and
- (e)** May include up to three additional co-opted Members of the Board
- (f)** Members elected pursuant to clause 7.1(d) shall elect one of their number as Vice President at the first Board Meeting.

### **7.2 Meetings of the Board**

The first board meeting shall be held within 14 days of the AGM

The Board shall meet at least monthly or at a date and time determined by the Board.

### **7.3 Filling of Vacancies on the Board**

If the office of President becomes vacant for any reason, the Vice President shall act as President until the election and confirmation of a new President. If the office of Vice President becomes vacant for any reason, the Board may appoint a suitable replacement from the Board membership.

### **7.4 Suspension of Office Holders**

The Board may suspend from office any office holder for misconduct by a vote of not less than two thirds of the Board's members present at a special meeting expressly called for the purpose.

### **7.5 Reports to Annual General Meeting**

The Board shall report to the Annual General Meeting on its activities during its term of office.

### **7.6 Right to Appointment.**

The Board on behalf of the Club shall have full power to engage, hire or appoint assistants, agents or servants of any kind, paid or unpaid, upon such terms and conditions as it shall think fit, and where payment is made at such remuneration as the Board shall think fit. The Board shall prescribe the respective duties of such person, and may terminate any engagement or appointment made as aforesaid.

The Board may appoint a Chief Executive Officer who shall be responsible to the Board. The Board shall also set the terms and conditions of appointment. The Chief Executive Officer may also be the Secretary of the Club and Treasurer.

## **SECTION 8.0 – POWER TO CO-OPT BOARD MEMBERS**

- 8.1** Elected Board Members may co-opt up to three co-opted Board Members. Any person so appointed shall retire from that position after the next Annual General Meeting at the time when the incoming Board takes office, but may be co-opted onto the Board for any number of single consecutive years.

## **SECTION 9.0 – DUTIES OF THE BOARD**

- 9.1** Subject to the broad direction of the Annual General Meeting, the responsibilities of the Board shall include the overseeing of all matters of business of the Club within the scope of the Objects of the Club.
- 9.2** The Board shall direct the general business of the Club between Annual General Meetings, and shall be accountable for the actions of the Club. Seven members of the Board shall constitute a quorum for meetings and all resolutions shall require a majority vote.
- 9.3** The President shall supervise the affairs of the Club and preside all General, Special, Board, and Committee meetings throughout the year.
- 9.4** The secretary shall, subject to the general direction of the Board, administer the affairs of the Club, and shall maintain the records of the Club.
- 9.5** The Treasurer shall administer all financial matters and keep all financial records of the Club.
- 9.6.** Any member of the Board who is absent without leave from three consecutive meetings shall be deemed to have resigned.
- 9.7** The Board may from time to time appoint a sub-committee or task force to carry out a specific task, the scope of activity and the time frame for which shall be defined at the time of establishing the group.
- 9.8** The Board shall write, amend and maintain any policies which are deemed to be necessary for the ongoing business of the Club as long as there is a two thirds majority vote of the entire board.

## **SECTION 10.0 – MEETINGS**

- 10.1** The Annual General Meeting of the Club shall be held at such a time and at such a place as the Board may determine but must take place within an 18 month period from the last Annual General Meeting. Notice shall be sent to each member of the Club at least 30 days prior to the Meeting.
- 10.2** The business of the Annual General Meeting shall include
- (a)** To confirm minutes of the previous Annual General Meeting.
  - (b)** To receive annual report and balance sheet.
  - (c)** To consider any notice of motion before the meeting.
  - (d)** Election of officers for the ensuing year
  - (e)** Appointment of the Auditor
  - (f)** Determination of subscription rates
  - (g)** General business.
- 10.3** A Special General Meeting may be called by the Board at any time, and shall be called within 60 days on receipt of a petition from not less than 20 members.
- 10.4** At any Annual or Special General Meeting no business other than that stated on the order paper or properly falling under general business shall be transacted.

- (a) Any Notice of Motion shall be given in writing and shall be dated and signed by the mover and seconder who shall both be financial members of the Club. The text of the motion shall be accompanied by an explanation of the reasons for the motion.
  - (b) Notices of Motion shall be received by the Secretary at least 14 days prior to the Meeting. The Secretary shall, by ordinary post and or electronic means, send to each member a Notice of the Meeting, a copy of the order paper and the full text of any Notice of Motion at least 10 days prior to the Meeting.
- 10.5** A quorum at any Annual or Special General Meeting shall be a minimum of 25 financial members.
- 10.6** Only financial members present in person at any General Meeting shall have the right to vote on any motion before the meeting.
- 10.7** Each member shall have the right to exercise one vote only on each motion before such a meeting, except in the case of equality of voting, when the President may exercise a casting vote in addition to a deliberative vote. A majority of the members voting shall decide any motion unless the Constitution provides otherwise.
- 10.8** Voting on any motion before an Annual or Special General Meeting shall be by voices, except that any financial member present may require a show of hands and any 10% of members may require a secret ballot, at which time scrutineers will be appointed.

#### **SECTION 11.0 – EXPRESSIONS OF CLUB OPINION**

- 11.1** No member shall state an opinion to be that of the Club unless that member receives the prior written approval from the Board.
- 11.2** The Club name and logo shall not be used without the prior specific approval of the Board.

#### **SECTION 12.0 – AUDITOR**

- 12.1** The auditor may be appointed at the Annual General Meeting and its duties shall include auditing and certifying the financial management and accounts of the Club. The said Auditor must be a member of the N.Z. Institute of Chartered Accountants

#### **SECTION 13.0 - MANAGEMENT**

##### **13.1 Financial Year**

The financial management of the Club will be undertaken in accordance with modern business practices.

##### **13.2 Property**

The income and property of the Club whencesoever's derived shall be applied solely towards the promotion of the objects of the Club as set forth in this Constitution and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the members of the Club, provided that nothing herein shall prevent the payment of remuneration to any officers or servants of the Club, or any person in return for any services actually rendered to the Club.

### **13.3 Common Seal**

- (a) The Common Seal shall only be affixed to any document by the authority of the Board.
- (b) The Common Seal shall be kept in the safe custody of the Treasurer
- (c) The Common Seal shall only be affixed in the presence of at least two members of the Board, one of whom shall be the President.

**13.4** The Board shall have the power to invest and deal with monies of the Club not immediately required in such a manner as it may determine provided that the funds of the Club can only be used solely for charitable purposes in New Zealand.

**13.5** The Club may, pursuant to a resolution passed at a General Meeting or pursuant to a resolution passed by a two thirds majority of the Board, (from time to time) borrow for the purposes of the Club from any person, firm, or corporation any sums of money, with a limit up to 25% of the previous year's gross income. This borrowing shall be without security of all or any part of the property (real or personal) assets and effects whatsoever and wheresoever both present and future either local mortgages and charges with or without the power of sale or other usual powers upon such terms as the Board considers appropriate.

**13.6** In furthering the objects of the Club, the Board may cause the Club to:

- (a) Enter into partnerships or joint ventures or affiliations with any person on such terms and conditions as outlined and approved by the Board (including the basis on which the partnership or joint venture or affiliation is to be terminated and shares in or assets of the entity are to be partitioned);
- (b) Promote, form and incorporate limited liability companies (partly or wholly owned by the Club), or subscribe for or acquire securities (whether shares, stock, debentures, options or convertible securities of any kind) of any company, on such terms and conditions as the Board decides;
- (c) Exercise its rights as partner, joint venture or shareholder in such manner as the Board decides;
- (d) Sell such shares and securities it holds in joint ventures, affiliated organisations or companies at such price and on such terms and conditions as the Board decides and, where the Board considers that it is in the interests of the Club, to join in any resolution for the appointment of a liquidator or other administrator of a company in which it holds shares.

### **SECTION 14.0 – INDEMNITY**

**14.1** The Club shall indemnify from its assets the Board, Staff, Auditor, and every member of the Club for the time being, against any liability arising out of the execution of their duties in relation to the Club provided that these duties have been executed reasonably, honestly, and in good faith.

### **SECTION 15.0 – AMENDMENTS TO THE CONSTITUTION**

**15.1** This Constitution cannot be further amended in a manner inimical to its not for profit status under the Income Tax Act 2004 or any Act replacing that Act and no person is to be able to personally derive a pecuniary advantage from the Club other than in accordance with clause 17. This clause shall not be amended or removed.

**15.2** Subject to clause 15.1 an amendment to the Constitution shall be proposed by Notice of Motion.

## **SECTION 16.0 - DISSOLUTION**

- 16.1** The Club shall be wound up if the members at an Annual or Special General Meeting pass by two thirds majority a resolution requiring the Club to be wound up and the resolution is confirmed at a subsequent Special General Meeting called for that purpose and held not earlier than 30 days and not later than 60 days after the date on which the resolution was passed.
- 16.2** If the Club is wound up in accordance with clause 16.1 its surplus assets after the payment of costs, debts and liabilities shall be given to such other charitable organisation or organisations within New Zealand of a similar nature to the Club as determined in accordance with clause 15.1 provided that if no such decision is made, the Club's surplus assets shall be disposed of in accordance with the directions of the High Court pursuant to Section 27 of the Incorporated Societies Act 1908 (or any section passed in substitution for that section).

## **SECTION 17.0 – PAYMENTS TO MEMBERS**

- 17.1** Except as stated in paragraph 17.2, every member is prohibited from deriving any benefit or advantage or income from the Club.
- 17.2** Subject to clause 17.3, any member may:
- (a)** be reimbursed for any out of pocket expenses incurred by them in connection with the Club, including reasonable travel and accommodation expenses, as the Board shall from time to time determine; and
  - (b)** charge and receive all usual professional, trade or other charges for work done by him or her or his or her firm in connection with the Club including acts which a member could have done personally.
  - (c)** receive prize monies at the discretion of the board and or promoter
- 17.3** No member shall participate in or materially influence any decision made by the Club in respect of any payment to or on behalf of that member or any person associated with them of any income of any type whatsoever. Any such income paid to a member or any person associated with them shall be reasonable and comparable to that which would have been made in any arms length transaction.
- 17.4** No member of the Club or any person associated 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 paid shall be reasonable and relative to that which would be paid in arms length transaction (being the open market value). The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.
- 17.5** This clause 17 shall not be amended or removed.

## **Section 18 – INTERPRETATION AND CONTINGENCIES NOT PROVIDED FOR**

- 18.1** The decision of the Board on the interpretation of this Constitution or upon any matter pertaining to the Club, the property or interest shall be conclusive and binding unless and until pending for consideration at the next Annual General Meeting.

## **Section 19 – GENDER CLAUSE**

- 19.1** Where in these rules words of the masculine gender have been used they shall, where the context admits or requires, be deemed to include in the alternative the equivalent words or feminine gender.