

# Constitution of the QUEENSTOWN CONTRACT BRIDGE CLUB INCORPORATED

## 1. Name

The name of the society is Queenstown Contract Bridge Club Incorporated (in this **Constitution** referred to as the '**Society**', the "**Club**", or "**QCBC**").

## 2. Registration

The **Society** is registered under the Incorporated Societies Act 2022.

## 3. Not a Charity

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

## 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'** ('**AGM**') means a meeting of the **Members** of the **Society** held once per year which, among other things, will receive and consider reports on the **Society**'s activities and finances.

**'Chairperson'** means the **Officer** responsible for chairing an **AGM** or a **SGM** and committee meetings, and who provides leadership for the **Society**.

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

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

**'Contact Persons'** means the President, Secretary, and/or the Treasurer of QCBC

**'Deputy Chairperson'** means the **Officer** elected or appointed to deputise in the absence of the **Chairperson**.

**'Director'** means the person responsible for the management and conduct of play at a playing session or Competition under the auspices of the **Society**.

**'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**.

**'Matter'** means—

1. the **Society**'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 **Society**.

**'Member'** means a person who has consented to become a **Member** of the **Society** and has been properly admitted to the **Society** who has not ceased to be a **Member** of the **Society**.

**'Notice'** to **Members** includes any notice given by email, post, or courier.

**'Officer'** means a natural person who is:

- a member of the **Committee**, or
- occupying a position in the **Society** that allows them to exercise significant influence over the management or administration of the **Society**, including any Chief Executive or Treasurer.

**"QCBC"** means the Queenstown Contract Bridge Club Incorporated

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

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

**'Special General Meeting'** ('SGM') means a meeting of the **Members**, other than an **Annual General Meeting**, called for a specific purpose or purposes.

**'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, Christmas Day, Boxing Day, New Years Day, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's birthday, Te Rā Aroki a Matariki/Matariki Observance Day, and Labour Day.

## 5. Objectives

The objectives of the Society are those charitable objectives, aims, goals, and purposes that are recognised by the Courts of New Zealand, and including

- (a) Teaching and providing amenities, facilities and equipment for playing the game of contract bridge;
- (b) Promoting contract bridge tournaments, competitions and matches and providing for the control, administration and management of bridge sessions and events, and
- (c) The provision and maintenance of premises considered necessary desirable or convenient for the advancement of such objectives.

## 6. Affiliation

The **Society** is affiliated as a member of New Zealand Bridge Incorporated ("NZ Bridge"), being the governing organisation responsible for the management, control, administration and regulation of Contract Bridge in New Zealand.

The **Society** shall seek to comply with any requirements imposed from time to time for membership of that organisation so as to continuously maintain such affiliation and the benefits of such membership. All members of the **Society** are, by virtue of that affiliation, also bound by the provisions of the Rules of NZ Bridge to the extent the same apply to members of affiliated Clubs participating in the game of Contract Bridge.

## 7. Notices and Communication

These rules, the by-laws and any notices required to be given to members shall be displayed on the noticeboard at the Society's rooms and may be available on the NZ Bridge or QCBC web sites. Copies will be provided on written application to the Secretary.

The Society's Email address use is limited to communication about bridge related matters only and is not to be used for commercial purposes or members gain. Though members lists may be in the public domain, use of these for commercial purposes may result in suspension of players rights as determined by the Committee.

## 8. Membership

(A) The members of the **Society** shall be:

(1) Ordinary members

Ordinary members are **Members** of the **Society** other than Student, Friday Only, or Associate members.

(2) Life members

Life members shall be persons the **Society** desires to honour. Recommendations for election to life membership can be made only by the **Committee** and shall require the approval of three-quarters of the votes cast in a secret ballot at an **AGM** or a **SGM**, due notice of the recommendation having been given in accordance with rule 24(b).

A life member is not liable to pay any **Society** subscription and is entitled to all privileges of the **Society**.

(3) Student members

Student members shall have the playing rights of ordinary members while under the age of 23 years and not in full-time employment. They shall have no right to vote or hold office unless they become ordinary members and pay full fees.

(4) Friday Only members

Friday only members are entitled to participate in Friday afternoon sessions only. They shall have no right to vote or hold office unless they become ordinary members and pay full subscription fees.

(5) Associate Members

Associate members being fully paid **Members** of another club or entity affiliated to NZ Bridge shall be entitled to play in 12 sessions per year and enter in competitions held by the **Society**. They shall have no right to vote or hold office unless they become ordinary members and pay full subscription fees.

(B) Election of Ordinary, Student, Associate or Friday Only members

- (a) Every candidate for Ordinary, Student, Associate, or Friday Only membership shall sign the membership application form prescribed by the **Committee**. Notice of the application shall be sent electronically to members within seven days of receipt.
- (b) At its first meeting after the conditions in rule 8(B)(a) are satisfied, the **Committee** shall consider the election of the candidate, and if approved the candidate shall become a member of the **Society**.
- (c) Every new member shall be notified by the Secretary and shall then be bound by the **Constitution** and by-laws of the **Society**.

(C) Register of Club Members

A base Register of Club members is issued by way of an Official Members' Booklet as soon as possible after the AGM. Changes to memberships are recorded as per 'Section 16 Records' below

## 9. Resignation of members

Notice of resignation from membership shall be given to the **Secretary** in writing. A **Member** who has not resigned before the end of the financial year is liable for the subscription for the ensuing year.

## 10. Discipline and/or suspension of members

(a) The **Committee** has the power to censure, suspend from membership for a period, or expel any **Member**, but the member shall be given full opportunity to offer an explanation and otherwise treated in a manner consistent with the requirements of natural justice. Individual members have no power to initiate an action without approval of the **Committee**.

A **Member** censured, suspended, or expelled must be given **Notice** in writing. Such **Notice** must be dated, signed by the **President**, and the reason for the action taken clearly stated. On receiving such **Notice**, the **Member** concerned may require an audience at a meeting of the **Committee** – or a Subcommittee chosen by the Committee - to state and explain their case.

(b) Any **Member** censured, suspended or expelled under rule 10(a) has the right to appeal, by delivering a **Notice** in writing to the **Secretary** to that effect within one month from the date of censure suspension or expulsion, to a **SGM** to be convened within 30 days of the date of delivery of such **Notice**. A majority of two-thirds of those present at that **SGM** may reverse or amend the decision of the **Committee**.

(c) Any **Member** whose subscription remains unpaid for three months after the due date shall be deemed to be suspended from membership without formal **Notice** and shall not be entitled to the privileges of the **Society** until the subscription has been paid. Should a subscription remain unpaid at the end of the Society's financial year the person concerned shall cease to be a member of the **Society** but shall still be liable to pay the outstanding subscription.

(d) Notwithstanding the provisions of (a) and (b) above, the **Committee** also has the power to refer any matter, allegation, or complaint of conduct, discipline or dispute that it considers sufficiently significant, concerning or important, to the Board of Management of NZ Bridge for enquiry, investigation and/or determination by the Board's appropriate Standing Committee, and in the event any such referral is accepted by the Board for that purpose the **Committee** shall abide any consequent verdict, decision or determination as the case may be.

## 11. Annual Subscriptions

(a) Annual subscriptions for all Membership categories shall be determined by the **Committee** in office in the preceding financial year.

(b) Subscriptions are due in advance on the 1st day of November.

(c) The annual subscription is payable on or within 30 days of election to membership of the **Society**. If not paid within 3 months of due date the membership will be suspended in accordance with rule 10(c). A member elected after the first three months of the financial year shall pay a first subscription calculated on a pro rata basis.

## 12. Officers

- (a) The officers of the **Society** shall be the **President**, **Vice-President**, **Treasurer**, and **Secretary** who shall be members of the **Committee** ex officio.
- (b) All AGM and SGM meetings of the **Society** and all **Committee** meetings shall be chaired by the **President** or in the President's absence by the **Vice-President**. In the absence of both of them the meeting shall elect one of their number to fill the role of **Chairperson**.

## 13. Election of Officers and Committee

- (a) Only members of the **Society** are eligible for election as an **Officer** and/or **Committee** member.
- (b) The **AGM** shall elect nine members to comprise the **Committee**: this include each **Officer** designated in rule 12(a).
- (c) Written nominations for election on the approved form, signed by two Members and including the written consent of the nominee, shall be lodged with the **Secretary** before the **AGM**. Currently serving **Committee** members may offer themselves for re-election in this manner.
- (d) In the absence of sufficient nominations being received, further nominations may be made from the floor.
- (e) If a vacancy on the **Committee** occurs between **AGMs**, the **Vice-President** shall fill a vacancy in the position of **President**, and any other vacancy may be filled by appointment by the **Committee** if considered necessary. The **Committee** may continue to act despite any vacancy.

## 14. Management by the Committee

- (a) From the end of each **AGM** until the beginning of the next, the **Society** shall be administered, managed, and controlled by the **Committee**, which shall be accountable to the **Members** for the implementation of the policies of the **Society** as approved by any **AGM** or **SGM** and having regards to the best interests of the **Society**.
- (b) The **Committee** may engage employees on such terms and with such powers as it thinks desirable.
- (c) Other than matters required by law, or by these rules to be decided by the **Society** in an **AGM** or a **SGM**, the **Committee** shall do all things in the exercise of the **Society's** powers and management.
- (d) The **Committee** shall meet at such times and places as it may determine and otherwise where and as convened by the **President**.
- (e) The **Committee** may co-opt any member to the **Committee** for a specific purpose for a limited period.
- (f) The quorum for **Committee** meetings is five,
- (g) Only **Committee** members elected under rule 13(b) or appointed under rule 13(e) who are present in person shall be counted in the quorum and be entitled to vote.
- (h) The **Committee** may appoint sub-committees consisting of such members as it thinks fit and with or without power to co-opt. The **President** shall ex officio be a member of all subcommittees.
- (i) The **Committee** may act by resolution approved by more than half the **Members** present. In the case of a tie, the **Chairperson** shall have a deliberative and casting vote.
- (j) The **Committee** shall make by-laws consistent with these rules for any matter affecting **Members** and the management of the **Society**.

- (k) These rules, any by-laws, the resolutions of an **AGM** and a **SGM**, the decisions of the **Committee** on the interpretation of these rules, and all actions taken by the **Committee** in accordance with these rules, and on matters not provided for in these rules, shall be final and binding on all **Members**.
- (l) Each **Officer** or **Committee** member shall immediately on resigning or ceasing to hold office deliver to the **Secretary** (or in his/her absence the **President**) all books, papers and other property of the **Society**.
- (m) The Official Contact Persons nominated under section 113 of the Act are the President, Secretary, and Treasurer of QCBC

## 15. Status and playing rights of members

### (a) Player Grades and Handicaps

The **Committee** may appoint a sub-committee and/or any third party to make recommendations to the **Committee** in regard to the allocation or computation of **Members**' playing grades (e.g. Silver; Bronze; etc) and handicaps.

The number of such grades, the number of **Members** allotted to each grade, and the method of calculation of member's handicaps will be determined by the Committee.

### (b) Competition management

Any **Member** during play may seek the **Director's** decision on a question of etiquette, or incorrect or misleading play whether this be deliberate or by genuine error. It is the responsibility of the **Director** to adjudicate every request quickly and fairly.

Should a **Member** disagree with a **Director's** decision they:

- Must accept the **Director's** decision at the table without discussion or debate and continue play
- May seek clarification of the decision from the **Director** at close of competition play
- May lodge an appeal within 20 minutes of the end of the sessions play to be heard and adjudicated on by an Appeal subcommittee appointed by the **Committee**. The Appeal subcommittee's decision is final.

## 16. Records

### (a) The **Secretary** shall record the minutes of all general meetings and **Committee** meetings, and all minutes when confirmed by **Members** present, and signed by the **Chairperson** of that meeting, shall *prima facie* be evidence that that meeting was duly called and that the minutes are a true and correct record of what occurred at the meeting. **Committee** members' interim confirmations may be made by email, and the Chairperson's signature recorded at the next Committee meeting.

All meeting minutes, after review for authenticity by members, are to be published on the QCBC website as soon as possible. Minutes of an AGM, a SGM, or a **Committee** meeting may, at the discretion of the **Committee**, be published on the QCBC website on a "subject to confirmation" basis for reasons of timeliness and transparency to members.

The **Secretary** shall maintain a **Register of Members**. This must contain—

- (a) the name of each **Member**; and
- (b) the last known contact details of each **Member**; and
- (c) the date on which each person became a **Member**; and
- (d) all other information prescribed by the regulations (if any).

The **Secretary** shall maintain an '**Interests Register**'. This must contain the registration of interests of **Officers**, as required by section 73 of the Act.

The **Secretary** must update these two registers as soon as practicable after becoming aware of relevant changes to the information that must be recorded.

- (b) The Treasurer, or another member or third party chosen by the **Committee**, shall hold the **Society's** records for safe keeping.

## 17. Treasurer

The functions of the Treasurer shall include:

- a. Keeping such records as may be necessary to provide a true record of the Club's financial position;
- b. Preparing budgets and reporting on the Club's financial position to each Committee meeting;
- c. Presenting an annual financial statement; and
- d. Supervising all the financial affairs of the Club.

## 18. Financial Year

The financial year of the Society begins on the 1<sup>st</sup> day of October in each year and ends on the 30<sup>th</sup> day of September of the following year.

## 19 Major transactions

(a) Major transactions shall be referred to **Members**. Major transactions include any expenditure that is over and above the expenditure required to enable the teaching, playing and recording of the results of the game of bridge.

(b) Examples of major transactions are:

The purchase, taking on a lease or otherwise acquiring real and personal property of every description. The sale, exchange, lease, let, hire out, sub-let, mortgage or otherwise disposal of or dealing with the same or any part thereof, the building on any land and repair, alter, improve, or otherwise deal with any building.

## 20 Finance and Accounts

- (a) The **Committee** shall formulate and recommend to Club members for their approval at the AGM all Subscription, playing, and other fees which may be appropriate.
- (b) 1. Funds belonging to the **Club** shall be deposited in bank accounts under such conditions as the Committee decides.

2. The **Committee** shall also give such directions as it may consider desirable for the payment of accounts. These directions may incorporate such rules as:

Electronic Payments: the **Committee**, at its discretion, may authorise the Treasurer alone to initiate individual electronic payments up to a maximum of \$3,000. Such transactions must be only to regular suppliers/contacts. Other transactions must have been pre-approved at a meeting of the **Committee**.

All payments must be listed in the Treasurer's reports for retrospective approval/confirmation by the **Committee**. Any financial transaction involving a committee member must be fully disclosed and the committee member must not vote on the issue.

- (c) The **Committee** shall ensure that proper financial statements and records are kept.
- (d) At the **AGM** the **Committee** shall submit financial statements of the **Society** as at 30<sup>th</sup> September including an account of the income and expenditure for the period.

## 21 Payments to members

Except as provided by this clause, no **Member** shall derive any personal pecuniary benefit from membership of the **Society**.

Should a **Member**, or an associated party of the **Member**, provide committee-approved goods or services, any payment must be reasonable and relative to that paid in any arms-length transaction (being open market value).

## 22. Financial statements review and audit

The annual financial statements are to be reviewed by an appropriate independent person appointed by the **Committee**.

The annual financial statements must be audited when 10% of an **AGM** or a **SGM** of **Members** request this action.

## 23. Annual General Meeting

- (a) The **AGM** shall be held in October each year on a date fixed by the **Committee**.
- (b) At least ten days' notice of this meeting shall be given to **Members**.

## 24. Special General Meeting

- (a) The **Committee** shall call a **SGM**:
  - (i) whenever it considers it in the interests of the **Club** to do so, or
  - (ii) upon receipt of a request to do so signed by more than 10 **Members** and stating the business of the meeting.
- (b) Notice of any business to be considered at any **SGM** must be given at least ten days before the meeting and in the case of a meeting called under rule 24(a)(ii), the meeting must be held within 30 days of the receipt of the request.
- (c) At any **SGM** no business shall be transacted other than that stated in the notice convening the meeting.
- (d) A **SGM** may also be called for under clause 10(b).

## 25. Voting

- (a) Voting at an **AGM** and a **SGM** shall be on a show of hands or a ballot conducted in such manner as the **Chairperson** shall determine. In the event of any vote being tied the tie shall be resolved by another ballot.
- (b) Two **Members** (who are not nominees) appointed by the meeting shall act as scrutineers for the counting of votes and destruction of any voting papers.

## 26. Quorum

To form a quorum at an **AGM** or a **SGM**, there shall be a minimum of 15 members or one-half of the **Society's** current members present, whichever is the lesser. If there is not a quorum present 15 minutes after the time set down for the meeting, the members present shall decide a date and time, within 21 days, when the meeting will be reconvened, and then the meeting shall be adjourned

At the reconvened meeting if there is no quorum within 15 minutes the members present shall either adjourn the meeting, or the meeting can then transact its business if three-quarters of those present agree.

## 27. Alteration to Constitution

No alteration, addition or deletion shall be made to the **Constitution** except at a **SGM** called for that purpose, or at the AGM. Particulars of any proposed changes must be given in the notice convening the meeting. The votes of three-quarters of those **Members** present on that occasion are required to effect any change.

No addition to or alteration of the Objectives (rule 5), payments to members ("personal benefit") clause (rule 21), or the winding up clause (rule 28) shall be made that affect the tax exempt/non-profit status of the **Society**. The provisions and effect of this clause shall not be removed from the **Constitution** and shall be included and implied in any document replacing this **Constitution**.

## 28. Winding Up

In accordance with the Incorporated Societies Act 2022, or any law in substitution for that Act, members present at an **AGM** or a **SGM** of the **Society** may resolve that the **Society** be wound up as from a date specified in that resolution. Any such resolution must be confirmed at a subsequent **SGM** called for that purpose and held not earlier than 30 days after the passing of the resolution.

**Members** shall direct, after all debts of the **Society** have been paid, the method of disposition of the remaining funds and property of the **Society** to NZ Bridge, or to any society or charity in New Zealand having as one of its principal objects, the fostering or promotion of, and/or participation in, the game of contract bridge.

Signed .....



Charles Hamish McDonald (President)

Signed .....



Owen Michael Williams (Vice President)

Signed .....



Victoria Mary Buckham (Secretary)

Date: