



CASHMERE CLUB INCORPORATED

CONSTITUTION AND RULES

Presented to the AGM held on 15th June 2025 and approved for adoption, implementation and registration in compliance with the Incorporated Societies Act 2022

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1. NAME

- 1.1. The name of the club shall be **Cashmere club Incorporated**.

2. DEFINITIONS AND INTERPRETATION

- 2.1. **Definitions:** In this Constitution and the Standing Orders and By-laws, unless the context otherwise requires:

“Adjunct” means an adjunct or section of the club formed for sporting and special interest groups within the club.

“Affiliated Club” means a club which is a member of Clubs New Zealand Incorporated or some other club or association through whom the Cashmere Club has an arrangement for reciprocal visiting rights for members, irrespective of whether the other club has an alcohol licence or a permanent charter or not.

“Annual Subscription” is the amount payable annually by members

“Auditor” means the Clubs auditor pursuant to Para 27

“Authorised Customer” has the same meaning as defined in section 60 of the Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof.

“Authorised Visitor” has the same meaning as defined in section 60 of the Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof.

“By-laws” means the processes (rules) that are adopted at the time of formation of the Club or at a later date, that do not form part of the Constitution and may be added or changed or rescinded by a majority vote at an Board of Directors or Standing Committee without reference to the Registrar of Incorporated Societies

“Chairman” means the person who is chairman of a meeting.

“Close Relation” means a current or former spouse or partner, parent, child, sibling, any person who regularly resides in the household or who within the prior 6 months regularly resided in the household.

"Club" means Cashmere Club Incorporated

“Cashmere” means Cashmere Club Incorporated

"Board" means the Club's governing body. [Rule 13](#).

"Board Meeting" means a meeting of the Board.

"Board Member or Director" means one of the people comprising the Board. [Rule 13](#). [Rule 13.4](#).

“Corporate Membership” means an association, club or other corporate body appointed to become a Corporate Member of the club. [Rule 7.7](#).

“Electoral Procedure” means a system for which the election of office bearers is utilised ranging from and not limited to, secret ballot, electronic voting system, postal ballot or any other properly conducted electoral process as approved by the AGM or Special General Meeting.

“Employee Membership” means a person employed by the Club and accorded employee membership of the club. [Rule 7.8](#).

"Financial Member" means an Ordinary, Junior Member, Life Member, Introductory, Corporate Member, or Employee Member with no outstanding subscription or other payment to the Club overdue.

"Financial Statements" means the Club's balance sheet and statement of accounts made up to the last day of the Year.

"General Meeting" means an Annual General Meeting or Special General Meeting of the Club.

"In Committee" means that no minutes or record of debate is kept, and that the debate is confidential to those attending the meeting concerned and "Into Committee" has a corresponding meaning.

“Introductory Member” means a person elected to introductory membership of the Club. [Rule 7.6](#).

"Junior Member" means a person elected to junior membership of the Club. [Rule 7.4](#).

"**Legal Purchasing Age**" means the age at which a person may be sold or supplied with alcohol under current, relevant legislation for the Sale and Supply of Alcohol in New Zealand.

"**Life Member**" means a person elected to life membership of the Club. [Rules 7.5](#).

"**Meeting**" means a General Meeting or a Board Meeting.

"**Member**" means any Ordinary, Junior, Corporate, Introductory, Employee, or Life Member of the Club. [Rule 7](#).

"**Month**" means calendar month.

"**Officer**" means a member of the Board Directors, a Trustee or a person occupying a position in the club that allows the person to exercise significant influence over the management or administration of the club.

"**Ordinary Member**" means a person elected to ordinary membership of the Club.

"**Person**" includes an individual, partnership, firm, company, body corporate, association, organisation or any other entity or organisation whether incorporated or not.

"**Post**" includes displaying information electronically and in prominent areas within the Club, including but not exclusively the Club Notice Board.

"**President**" means the person elected to be Club's president.

"**Rules**" means individual regulations and/or by-laws that are set in place for guidance, in their various forms, for the efficient management and operation of the Club. Together all the rules form the Club Constitution.

"**Secret Ballot**" means a method of voting where the count is not open to dispute and the identity of those voting for or against the motion can be kept secret.

"**Year**" means the Club's financial year of 01 April to 31 March

3. REGISTERED OFFICE

- 3.1. The registered office of the club shall be at **88 Hunter Terrace, Cashmere, CHRISTCHURCH 8022** or such other place as the board shall from time to time decide.

4. PURPOSE

- 4.1. The purposes for which the club is established include:

- a) To conduct, administer and maintain a club for its members, the community and for such persons as are authorised from time to time, and
- b) To provide amenities and cultural activities, and
- c) To promote sports, cultural & community organisations and
- d) Generally, to provide an atmosphere where members and their guests may meet and enjoy companionship and camaraderie with one another.
- e) Cashmere Club Inc. either has or seeks to establish supportive reciprocal relationships with a wide range on community, sporting, cultural, educational, charitable and social organisations.

5. POWERS

5.1. The club has the power to include the following in the pursuance of its purposes, subject to any limitation imposed by this constitution:

- a) To fund its activities by subscriptions or payments from members, fees, or other income.
- b) To borrow, raise or secure the payment of money in such manner as the club shall think fit, with or without security.
- c) To purchase, sell, lease, exchange, maintain, improve, hire, dispose of, manage, invest, lend, mortgage, charge, gift or otherwise deal with any real or personal property.
- d) To invest, lend or deal with any monies of the club not required for immediate use in such investments as the club may think fit.
- e) To employ and remunerate staff.
- f) To undertake legal action.
- g) To form and disband adjuncts.
- h) To enter into any contract, make any arrangements, or undertake any activity for the financial or other benefit of the club.
- i) To make regulations and by-laws for the conduct of the club and the discipline required of members, which shall not be inconsistent with the provisions of the Incorporated Societies Act 2022, any other current and relevant legislation and follow the principles of Natural Justice.
- j) To conduct any other functions as outlined in this constitution.

- k) To use any rights or privileges that the club may deem necessary or convenient for carrying out its powers, or further its purpose under this constitution.
- l) To do anything incidental or conducive to the attainment of any of the objects of the club.
- m) To enter into reciprocal rights agreements with other entities as it seems fit.
- n) To keep an up-to-date register of members.
- o) Develop policies to cover all unforeseen and possible matters in order to operate its business.

6. PERSONAL BENEFIT

- 6.1. As a not-for-profit organization, the officers and members may not receive any distributions of profit or income from it. This does not prevent officers or members:
- a) Receiving reimbursement of actual and reasonable expenses incurred, or
 - b) Entering into any transactions with the organisation for goods or services supplied to or from them, which are at arm's length, relative to what would occur between unrelated parties.

Provided no officer or member is allowed to influence any such decision made by the organization in respect of payments or transactions between it and them, their direct family or any associated entity.

7. MEMBERSHIP

- 7.1. On Acceptance as a member (all classes), the member acknowledges their acceptance of all Club policies, By- laws and Constitution.
- 7.2. Classes of Membership: The members of the club shall be divided into the following classes:
- a) Ordinary; (See 7.1)
 - b) Junior; (See 7.4)
 - c) Life; (See 7.5)
 - d) Introductory; (See 7.6)
 - e) Corporate; (See 7.7)
 - f) Employee; (See 7.8)

7.3. **Ordinary Membership:** Individuals of at least the legal purchasing age may apply to become Ordinary Members of the club in accordance with the following rules:

- a) Each applicant for Ordinary Membership shall complete the applicable application form.
- b) Each applicant shall deposit, at the time of application, a subscription of such sum as per Rule 9 of this constitution.
- c) An application for ordinary membership is deemed to be a declaration that the applicant consents to membership, acknowledges that their information will be entered into the Register of Members and agrees to be bound by this constitution, by-laws and policies.
- d) Subject to the foregoing Ordinary Members shall be entitled to;
 - I. Enjoy the facilities of the club during times that the club is open.
 - II. Enter any club with whom reciprocal visiting arrangements are in place, provided it is in accordance with that club's rules; and
 - III. Hold office in accordance with this constitution and have an equal voice in all business of the club.
- e) The Board of Directors or Standing Committee reserve the right to revoke Ordinary Membership within 90 days of application if the Ordinary Member is found to have provided false information or is deemed to have breached the club's constitution. In the event that Ordinary Membership is revoked;
 - I. The member shall be informed in writing of the decision; and
 - II. The subscription fee will be refunded in full.

7.4. **Junior Membership:**

Notwithstanding any other rules, the following rules set out provisions applying specifically to Junior Members. For the avoidance of doubt, where there is conflict or ambiguity between these rules and any other rule in this constitution, then this rule relating to Junior Members shall prevail. Subject to the provision contained in these rules, all rules shall apply to Junior Members in the same way as they do to Ordinary Members.

- a) Individuals aged under the legal purchasing age may apply to become Junior Members of the club in accordance with the procedure for Ordinary Membership set out in Rule 7.3(a)-(c).

- b) On reaching the legal purchasing age, Junior Members are eligible to apply for Ordinary Membership.
- c) Members shall automatically lose their Junior Membership status:
 - i. One month after reaching the legal purchasing age; or
 - ii. Upon admission as an Ordinary Member, whichever is earlier.
- d) A Junior Member's rights are restricted by the following:
 - i. No voting rights at any General Meeting.
 - ii. No right to hold office or be a member of the Board of Directors or Standing Committee.
 - iii. No right to participate in any alcohol promotions, accept alcohol as a prize in any club activity, purchase alcohol or accept alcohol from any member except their parent or legal guardian.
- e) A Junior Member may have the right of admission to an Affiliated Club with which the club has reciprocal rights (it is essential to check with each club first to ensure they allow Junior Members into their club – especially if a Junior Member is wishing to enter a Clubs New Zealand Sports Tournament).

7.5. **Life Membership:** Life Membership may be granted to any member for meritorious service rendered to or on behalf of the club, in accordance with the following:

- a) The Board may elect to recommend a member for Life Membership.
- b) A Financial Member may propose, and another Financial Member may second a member for Life Membership in writing, and that nomination shall be forwarded to the board, no later than one calendar month before the Clubs Annual General Meeting.
- c) No nomination for Life Membership shall be put to the Annual General Meeting unless it has the majority support of the board.
- d) The board shall post notice of its intention to recommend a Life Member on the club's noticeboard for fourteen (14) clear days prior to the Annual General Meeting in any year.
- e) The club may elect a member recommend by the Board to Life Membership, by simple majority at the Annual General Meeting.
- f) Life Members are eligible to vote, hold office and enjoy all the rights and privileges of membership.

- g) Life Members shall not be charged an annual subscription but shall be deemed to be Financial Members.

7.6. **Introductory Membership (Function):** Individuals of at least the Legal Purchasing Age may apply to become Introductory Members of the club accordance with the following rules;

- a) Each applicant for introductory membership shall complete the applicable application form.
- b) Each applicant shall deposit, at the time of application, a subscription of such sum as per Rule 9 of this constitution.
- c) An application for introductory membership is deemed to be a declaration that the applicant consents to membership, acknowledges that their information will be entered into the Register of Members and agrees to be bound by this constitution, by-laws and policies.
- d) Introductory membership shall be valid for a period of one month from the day of joining.
- e) Introductory members shall automatically lose their Introductory Membership status:
 - I. At the conclusion of the one-month period from the date of joining;
or
 - II. Upon admission as an ordinary member, whichever is earlier.
- f) Introductory Membership cannot be extended and is not renewable.
- g) Introductory Member's rights are restricted to the following:
 - I. No voting or speaking rights at any General Meeting.
 - II. No right to hold office or be a member of the Board.
 - III. Is not entitled to reciprocal visiting rights.
 - IV. Are not entitled to participate in member promotions
 - V. May be subject to other restrictions as determined from time to time by the board.
- h) Subject to the foregoing, Introductory Members may access and enjoy the facilities of the club during times that the club is open.

- i) The board reserve the right to revoke Introductory Membership at any time if the introductory member is found to have provided false information or is deemed to have breached the club's constitution.

7.7. **Corporate Members** : In accordance with the Incorporated Societies Act 2022 an association, club or other corporate body may apply to become a Corporate Member of the club in accordance with the following rules:

- a) Any association, club or corporate body wishing to apply for corporate membership under these rules shall complete the applicable application form.
- b) Each applicant shall deposit, at the time of application, a subscription of such sum as per Rule 9 of this constitution.
- c) An application for corporate membership is deemed to be a declaration that the applicant consents to membership, acknowledges that their information will be entered into the Register of Members and agrees to be bound by this constitution, by-laws and policies.
- d) Each application for Corporate Membership shall be considered at the next meeting of the Board. The decision of the Board shall be final and, in the event, that the application is not approved by the Board, the candidate shall be informed in writing of the decision and receive a full refund of all money paid by way of subscription.
- e) For the purposes of voting, quorum or other count of financial members under these rules a Corporate Member shall be the equivalent of three (3) members of the club and at all times the annual membership fee payable by the Corporate Member shall be not less than three (3) times the fee payable by an Ordinary Member.
- f) On applying to join the applicant for corporate membership shall supply the club with a list of corporate affiliates for the purposes of this membership. It shall at all times keep that list updated and will provide those persons with a method of identifying themselves to the club that is acceptable to the club.
- g) Those persons who are on the list of corporate affiliates supplied by the Corporate Members and who do not otherwise hold membership of the club shall be deemed to be members of and subject to the rules of the club with the following limitations:
 - I. The right of entry to the club premises is restricted to such times as the Corporate Member is using the premises for an agreed purpose.
 - II. The voting and speaking rights at meetings of the club shall be limited to the rights extended to the Corporate Affiliate.

- III. This membership does not entitle a Corporate Affiliate to hold office in the club, participate in any reciprocal visiting rights with other clubs, receive any membership badge of the club, or to represent the club at any sporting or other fixture.
- IV. All rights of membership shall cease upon the cessation of the Corporate Membership or upon the Corporate Affiliate ceasing to be affiliated with the Corporate Member.
- V. A Corporate Affiliate may apply for Ordinary Membership of the Club in accordance with [Rule 7.3](#).

7.8. **Employee Membership:** Individuals of at least the legal purchasing age who are employees of the club may apply to become Employee Members of the club in accordance with the following rules:

- a) Individuals who are employees of the club may apply for Employee Membership of the club in accordance with the procedure for Ordinary Membership set out in [Rule 7.3\(a\)-\(c\)](#).
- b) In the event that an Employee Member is no longer employed by the club they will be converted to an Ordinary Membership subject to approval by the Board.
- c) An Employee Member's rights are restricted by the following:
 - I. No voting or speaking rights at any General Meeting.
 - II. No right to hold office, be a member of the Board or standing Board of Directors or Standing Committees, or partake in the election process of the Club.
- d) The board and management reserve the right to introduce policies excluding Employee Members from participating in promotions and other activities within the club whilst on duty.
- e) For the avoidance of doubt any matters relating to an Employee Member or membership will be dealt with by the General Manager in accordance with relevant employment law and the employees employment agreement.

8. REGISTER OF MEMBERS

- 8.1. The Club will maintain a register of members in accordance with the Incorporated Societies Act 2022.
- 8.2. The Register of Members will at all times be administered in accordance with the Privacy Act 2020 and the Clubs Privacy Policy.

- 8.3. The Club will update the register of members as soon as practicable after becoming aware of changes to the information recorded on the register.
- 8.4. Subject to certain grounds for refusal set out in the Privacy Act 2020, members have the right to access the information held about them within the register of members and to request a correction at any time.

9. SUBSCRIPTIONS

- 9.1. Subscriptions for Club membership relating to each category of membership shall be such sum as shall be determined by the Board of Directors from time to time. Generally, subscriptions are available for specific periods:- 365 days – 210 Days – 90 days. Subscriptions expire exactly the number of days from establishment unless they have been renewed accordingly.
- 9.2. The Subscriptions shall be payable in advance on or before the last day of current membership expiry. Accrued membership points expire if the membership is not renewed by the expiry date. Cash Wallet points may be applied automatically to payment of the subscription renewal provided there is an adequate balance of Cash Wallet points available on the current subscription expiry date.
- 9.3. Any member whose subscription or other dues are not paid by the date referred to in [Rule 9.2](#). shall:
 - a) Thereupon automatically cease to be a financial member and lose his or her associated rights and privileges including any membership points accrued as at the expiry date;
 - b) If after one calendar month the subscription remains in arrears, the register of members will be updated to record the date on which they ceased to be a member;
 - c) Not be relieved from payment of the Annual Subscription or of any other payment due or payable to the club;
 - d) Not be refunded any subscription or other payment already paid except as provided in [Rule 7.3\(e\)\(ii\)](#) and [7.7\(d\)](#).
 - e) Reapply for membership pursuant to the rules for the applicable category of membership if he or she wishes to be reinstated as a member;
- 9.4. A member incapacitated through illness, accident or distress may, on notice in writing given to the General Manager, have his or her subscription suspended or remitted.
- 9.5. Failure to pay the subscription due will result in the membership ceasing.

10. RESIGNATION

- 10.1. Members wishing to resign their membership must do so in writing to the General Manager of the Club via email, post or hand delivery.
- 10.2. A resignation will not become effective until all subscriptions, levies or other payments owing at the date the resignation is received, are paid.
- 10.3. No such resignation shall relieve any Member from payment of any subscription, levy, or other payment due or payable at the time of resignation.
- 10.4. No subscriptions, levies or other payments already received by the club as at the date of resignation shall be refunded to the resigning member on resignation.
- 10.5. On the death of a member, membership rights and privileges will cease and are not transferable.

11. DISPUTES AND APPEALS

- 11.1. All members of the Cashmere Club will be covered by these rules and may be subject to penalties, sanctions or orders imposed by the Disciplinary Committee.
- 11.2. If the conduct of any member should be reported as objectionable, a member, guest, visitor, staff member or any member of the public making the complaint shall do so in writing to the General Manager, as soon as practical and no later than one calendar month after the incident, on the Complaint Form as prescribed by these By-Laws.
- 11.3. The Complaint Form will include:
 - a) The name of the Complainant.
 - b) Their membership number or position held within the Club (if any).
 - c) The name of the person complained about (respondent).
 - d) The date, time, and location of the incident.
 - e) The nature and details of the incident.
 - f) The name of witnesses (if any).
 - g) The remedy sought by the complainant.
- 11.4. Upon receipt of a complaint, the Board will decide whether a Disciplinary Committee needs to be convened within 14 days or within a reasonable time as circumstances permit. In the event of a complaint being made against a member of the Board, a

Disciplinary Board of Directors or Standing Committee will be convened by the General Manager.

- 11.5. Depending on the seriousness of the complaint and at the discretion of the President and/or the General Manager, the respondent may be immediately notified that they are temporarily suspended pending an investigation and/or until a hearing if any.
 - a) The Disciplinary Committee co-opted by the Board will comprise one of the Trustees as Chairman and four (4) financial members of the Club who have no actual, apparent or perceived bias in relation to the respondent.
 - b) In the event that four (4) Members cannot be found to be free of any actual, apparent or perceived bias the Board may co-opt up to four (4) non-members of the Club to fill the vacancy/vacancies with the preference being given to members of another Club or members of the public in good standing.
 - c) If the complaint is against a Board Member the General Manager may intervene and implement any variation accordingly, to ensure that the matter is handled in a fair and reasonable manner.
- 11.6. Prior to any hearing, the Disciplinary Committee will request that the General Manager, or his/her representative, endeavor to obtain any witness statements as appropriate to the complaint. In all cases the witness statement(s) will be provided to the respondent prior to the hearing and will be tabled at any mediation or hearing.
- 11.7. Witnesses may or may not be called to, or requested to attend, any mediation or hearing in person as deemed appropriate.
- 11.8. The Disciplinary Committee may, where they deem appropriate, use Restorative Justice or Mediation in the first instance before taking the complaint to a Disciplinary Hearing. This will be at the discretion of the Disciplinary Committee.
- 11.9. The respondent will be notified of the complaint against them in the Advice of Complaint Form as soon as practically possible taking into account potential sensitive issues and difficulties that may arise from the complaint.
 - a) Notification will be via email sent to the email address in the Clubs' register of members or, in the event the respondent does not have an email address in the Clubs' register of members, to their mailing address in the Clubs' register of members.
- 11.10. At the time of notification, the respondent will be given a minimum of 7 days' notice of the date and time of the mediation meeting or hearing. The respondent may request a different date and/or time however any request to change is at the discretion of the Disciplinary Committee.

- a) In the event that the respondent does not attend, the meeting or hearing will be heard in their absence.
- 11.11. The respondent shall be supplied with any statements relating to the complaint that are obtained after receipt of the complaint which have not previously been provided to the respondent.
- a) Any video, photographic or audio evidence compiled by the Club will not be permitted to be copied or taken off the Club premises by either party. The respondent may request a viewing of such evidence (along with any support person or legal representative) at a time agreed upon with the General Manager or his/her representative.
- 11.12. The respondent is entitled to be represented at the hearing by legal counsel who holds a current practicing certificate. In addition, they may bring one (1) support person of their choice to the meeting. Any support person attending will not be permitted to cross-examine any witnesses or make submissions on their behalf.
- 11.13. The Disciplinary Committee may bring a Club legal representative to any meetings or hearing.
- 11.14. The Disciplinary meeting or hearing will be audio recorded for accuracy which will be saved on the Club computer servers for a minimum of 12 months where possible but may be kept for a longer period. A copy will not be provided to any party.
- a) Neither the Complainant nor Respondent will be permitted to record proceedings. A transcript of the meeting may be requested and will be supplied to either party within fourteen (14) days.
- 11.15. At any time during the hearing the Disciplinary Committee adjourn or halt proceedings to obtain any legal or other advice, information, witness statement/s or for any other reason it sees fit. The proceedings will be recommenced at a time set by the Disciplinary Committee.
- 11.16. At the conclusion of any meeting or hearing the Disciplinary Committee may take up to seven (7) days to deliberate and reach a decision. Once a decision has been made the Disciplinary Committee will notify both the complainant and the respondent of their decision in writing and the reasons for the decision within three (3) working days. Notification will be sent as per Rule [11.9\(a\)](#).
- a) The respondent will have three (3) days to respond to the decision of the Disciplinary Committee.
 - i. In the event of the Disciplinary Committee finding a complaint proved they will convene at any time, but no more than seven (7) days, after the period described in [11.16\(a\)](#) to determine the imposition of any sanction or penalty if any. This does not preclude the Disciplinary Committee imposing a sanction or penalty immediately after finding the complaint

proved. The respondent will be notified of the sanction or penalty, and the reasons for the sanction or penalty, within two (2) working days of the decision.

- 11.17. The respondent will have seven (7) days to notify the Club of any wish to appeal the decision. The notification must be in writing either in hard copy mailed to the Cashmere Club or sent via email to the General Manager at Manager@cashmereclub.co.nz
- a) The respondent will have up to a further seven (7) days to notify the grounds for their appeal.
 - b) If in the opinion of the General Manager the sanction, penalty or order made by the Disciplinary Committee is manifestly inadequate or inappropriate, the General Manager may file an appeal within seven (7) days of receiving the Disciplinary Committee decision. A copy of the appeal must be served within a further seven (7) days of the respondent.
- 11.18. On receipt of an appeal notice an Appeals Board will be convened as per [Rule 11.4](#). The Appeals Board can not include any of the members of the original Disciplinary Committee.
- 11.19. The Appeals Board will be given any and all information, statements, recordings, video, transcripts and any other evidence as gathered during the Disciplinary proceedings. They may at their discretion obtain new information, witness statements or advice they deem necessary.
- 11.20. The Appeals Board will set a date as per [Rule 11.10](#). and will inform the respondent as per [Rule 11.9\(a\)](#) and the process will follow the same process as the Disciplinary Committee.
- 11.21. The Appeals Board decision will be final, and no further appeal will be permitted.
- 11.22. The Disciplinary Committee or Appeals Board have the power to issue a warning or caution, impose a good behaviour bond, suspend, or cancel Club Membership, expel the Member, ban the Member from rejoining the Club for any length of time, or apply penalties, sanctions or orders they see fit.
- 11.23. At all times during the process the privacy of all parties must be respected by all parties.
- 11.24. All hearings will be private. No members of the public or members shall be entitled to attend. Representatives of the media are not entitled to attend.
- 11.25. The Disciplinary Committee or Appeals Board may or may not disseminate to the Club Members any penalty, sanction or order given in any manner as it sees fit.

- 11.26. These rules apply to all Cashmere Club members within the Club and its' grounds and to Cashmere Club members when they are representing the Club in any official capacity outside the Club Premises.
- 11.27. In the matter of complaints involving members of any Club Adjuncts, the Club has the power to delegate disciplinary matters that are minor in nature to the Adjunct.

12. IMMEDIATE SUSPENSION

- 12.1. After Consultation with the President, the General Manager may serve a trespass notice to any member who breaches current relevant legislation in relation to the Sale & Supply of Alcohol and Class 4 Gambling. Such trespass notice must be conveyed to all board members at earliest notice.

13. BOARD OF DIRECTORS

(For the purposes of the Incorporated Societies Act 2022, the Board is the Society's "committee". The Board must at all times have at least 3 officers and, at all times, a majority of the officers on the Board must be Members of the Society. Any appointment that would breach this rule is invalid.)

- 13.1. The Board shall consist of the President, and up to four other members elected and two appointed, one of which will be elected Chairman prior to the first Board meeting. At any Board meeting five members present shall form a quorum.

A panel will be set up comprising of the President, Chairman of Directors and two (2) Trustees to select any Directors appointed or seconded to the board. (See also 16.2). (13.0 For the purposes of the Incorporated Societies Act 2022, the Board is the Society's "committee". The Board must at all times have at least 3 officers and, at all times, a majority of the officers on the Board must be Members of the Society. Any appointment that would breach this rule is invalid.)

The term of office for appointed or seconded Directors will be for up to 12 months expiring at the next AGM. Where particular knowledge skills or experience are deemed desirable at Governance level, the Board of Directors has discretionary authority to appoint or second additional Directors for up to a 12 months period expiring at the next Annual General Meeting.

- 13.2. All elected Directors shall be financial members of the club and their appointment to the Board will be for a two-year term.
- 13.3. At the AGM two elected Board members shall retire from office and are eligible for re-election or appointment.
- 13.4. The Board shall: - Be responsible for the management of the Club's affairs and shall have power to act for the proper and efficient operation of the Club and the general benefit, comfort and accommodation of its members. Have the power in the name of the Club to enter into any agreement or agreements it may think fit necessary in the management of the Club.

- 13.5. Make a report to the Annual General Meeting on the performance of the Club generally
- 13.6. At its earliest meeting appoint such sub-Boards of Directors or Standing Committees as considered necessary.
- 13.7. Have power to invest the funds of the Club in any of the investments legally available for investment in New Zealand.
- 13.8. The power & discretion to grant honorariums to any board member that fulfils one of these roles.
- 13.9. Determine the level of authority for Board members.
- 13.10. Should any member of the Board be absent from three ordinary meetings without leave, that member shall thereupon cease to be a member of such board.
- 13.11. The President and Chairman of Directors shall be ex-officio members of all Boards of Directors, Standing Committees or adjuncts of the Club.
- 13.12. **Eligibility:** Each Board Member described in Rule 13.1. must:
 - a) Meet the eligibility criteria set out within the Incorporated Societies Act 2022.
 - b) Be a Financial Member of the club. (Does not apply to appointed Board Members)
 - c) Not be an employee of the club.
 - d) For the position of President have served at least 12 months on the Board within the last 2 years and been a financial member of the club for 2 years.
 - e) Have completed the Appropriate Nomination form.

14. **Term of Office:**

- 14.1. The President shall remain in office for a three-year term, (following which they are eligible for re-election), running from the time of election until the conclusion of the following third Annual General Meeting unless sooner removed by death, resignation or otherwise.
- 14.2. Elected Board of Directors members shall remain in office for a two-year term, (following which they are eligible for re-election), running from the time of election until the conclusion of the following second Annual General Meeting unless sooner removed by death, resignation or otherwise.
- 14.3. Appointed/seconded Board of Directors members shall remain in office for a one-year term, (following which they are eligible for re-election or reappointment), running from the time of election until the conclusion of the following Annual General Meeting unless sooner removed by death, resignation or otherwise.
- 14.4. Trustees shall remain in office for a three-year term, (following which they are eligible for re-election), running from the time of election until the conclusion of the

following third Annual General Meeting unless sooner removed by death, resignation or otherwise.

15. TRUSTEES

- 15.1. The Trustees (in conjunction with the Board) are responsible for all financial affairs affecting the running of the Club, and with the consent of the majority of the Trustees they may veto any expenditure decision that they consider detrimental to the Club.
- 15.2. In such cases, they shall be obliged to call a Special General Meeting to explain their concerns.
- 15.3. The Board shall be required to verify its actions at such meeting, and the decision of the members shall be final and binding.
- 15.4. There shall be three (3) Trustees who shall have served not less than one (1) of the last five (5) years on the Board of Directors. They shall be ex officio members of the Board of Directors and eligible to attend all meetings thereof. The Trustees shall be available for the transaction of the Club business when required. They shall be at liberty to take part in any Standing Committee proceedings, with power to vote only on financial matters.
- 15.5. If a Trustee refuses to act or becomes unfit to act, or is incapable of acting, the Board shall forthwith convene a Special General Meeting and such meeting may by resolution remove that Trustee.
- 15.6. Trustees shall be elected by ballot at the Annual Elections and shall hold office for three (3) years, but shall be eligible for re-election. The Trustees shall retire Annually in rotation. If there is any doubt as to which Trustee should retire annually in rotation, then the lowest polling Trustee at the last election shall retire first and so on.
- 15.7. Where a Trustee position becomes vacant, through illness, death or resignation, an election shall be held, if the vacancy is six (6) months or longer from the annual elections.
- 15.8. If the above occurs within six (6) months remaining to the annual elections, the other two (2) remaining Trustees will carry out the duties until the annual elections. Should at any time all the Trustees resign, or a resolution is passed at a Special General Meeting requiring them to resign, the members in attendance at such meeting shall elect three (3) new Trustees who shall remain in office until the ensuing election. The resigning Trustees and present Board of Directors shall not be eligible for appointment under the provisions of this clause.
- 15.9. In accordance with Rule twenty four (24) one of the Trustees shall approve all payments after all documents have been presented, and they have the right to veto any payment they deem to not be in the best interest of the Club.
- 15.10. One of the Trustees shall be appointed by the Board to be Chairperson of the Disciplinary Committee.

16. ELECTION:

- 16.1. The President, Board of Directors and Trustees shall be elected in the following manner:

All Nominations must be:

- a) In writing on the applicable nomination form.
- b) Proposed, by a Financial Member, and Seconded by another Financial Member.
- c) Deposited with the General Manager at least twenty-one (21) days before the date set down for the Election as passed by the board.
- d) The General Manager will at least fourteen (14) days prior to the date of the Election, display (within Club Premises and on electronic media formats) a list setting out the name of each nominee and the position in respect of which each nomination is made.
- e) If there are not sufficient nominations pursuant to [Rule 13.1](#), to fill a vacant board role, the board may choose to co-opt an eligible person to fill the vacant role(s) or leave the position vacant providing a quorum required by [Rule 20.3](#) is maintained.
- f) The election if required shall be by an approved electoral procedure within ten (10) days, after the Annual General Meeting and the Board will appoint a suitable person to be Returning Officer.
- g) In the event of a tie, the Returning Officer has a casting vote.
- h) One person may hold only one office.
- i) If a recount of votes is required, the following process will be adopted:
 - I. The recount will be conducted by the Returning Officer and appointed scrutineers who were not involved with the original count.
 - II. Candidates that have requested a recount may have a representative present at the recount but cannot participate in the actual counting of votes.

16.2. Appointment:

- a) A panel will be set up comprising of the President, Chairman of Directors and two (2) Trustees to select any Directors appointed to the board.
- b) Term of office for appointed or seconded Directors will be for up to 12 months expiring at the next AGM.
- c) Where particular knowledge skills or experience are deemed desirable at Governance level, the Board of Directors has discretionary authority to second or appoint additional Directors for up to a 12 months period expiring at the next Annual General Meeting.

16.3. Resignation:

- a) A member of the board may resign by signing a written notice of resignation and giving it to the Board. The notice of resignation is effective when it is received by the board or at a later time specified in the notice.

- b) Directors are deemed to have resigned if they are absent from (3) consecutive meetings of the Board of Directors or Standing Committee without leave of the Board of Directors or Standing Committee.

16.4. **Removal from Office**

- a) A Director of the Board may be removed from office for any reason which the Board deems expedient in accordance with the following:
 - I. The Board shall convene an Extraordinary Meeting of the Board to consider the removal.
 - II. The Board must give seven (7) days' notice in writing to the Board Member in question, informing him or her of his or her right to appear and be heard at that Meeting.
 - III. After the Board Member in question has had the opportunity to be heard, the Meeting may elect to remove him or her from office by 75% majority vote.
 - IV. If the Meeting elects to remove the Board Member, such removal shall be effective immediately.
- b) On receipt of a notice of motion of no confidence in one or more Board Member(s) signed by fifty (50) Financial Members, the Board shall convene a Special General Meeting to consider the matter.
 - I. In the event that a notice of motion of no confidence is raised against more than one Board member or the entire Board, the motion will be discussed at the Special General Meeting. If the motion is carried, the meeting will appoint three (3) members of the club to assume the governance role until new elections can be conducted at a date set by the special general meeting.
- c) A Board Member, who has been convicted of any offence which in the opinion of a majority of the Board brings the Club into disrepute shall automatically and immediately be removed from office.
- d) A Board Member, who becomes disqualified from holding office in accordance with Section 47(3) of the Incorporated Societies Act 2022 shall automatically and immediately be removed from office.
- e) The Board may elect to remove a Board Member who becomes physically or mentally incapacitated to the extent that he or she cannot carry out his or her duties as a Board Member.
- f) No Board Member who has been removed from office shall be eligible for re-election without the consent of a General Meeting.

- 16.5. **Vacancy:** Any vacancy in any Board position that is not filled at an election, or which occurs between elections shall be filled by the next highest polling candidate at the preceding election or not be filled as the Board see fit, providing a quorum remains.
- 16.6. **Powers:** The Board shall, subject to any limitations imposed by this Constitution, have the power to:
- a) Exercise all the powers and authorities of the club.
 - b) Do such other acts and things as it deems necessary or expedient for carrying on the business of the club.
 - c) Form standing or ad hoc Board of Directors or Standing Committees for the purpose of exercising its duties, authorities, or powers.
 - d) Delegate its duties, powers, and authorities to the General Manager or to a Sub-Board of Directors or Standing Committee formed for that purpose.
 - e) Co-opt any person to assist with its functions; and
 - f) From time to time, as they see fit make By-Laws that are consistent with the Constitution of the Club for operational purposes. A register of these By-Laws must be kept and members must have access to the register on request.
 - g) Consider and develop policies pertaining to the operation of the club or as required by law.
- 16.7. **Duties:** Board Members/Directors shall at all times:
- a) Render every assistance to the President, Chairman of Directors, General Manager and staff of the club to maintain order and to prevent infringement of the Rules, Regulations or By-Laws or the terms of any charter or licence which may from time to time be granted to the club.
 - b) Use powers for the proper purpose, to comply with the Act and the Clubs constitution.
 - c) Act in good faith and in the best interests of the club.
 - d) Exercise a degree of care and diligence of a reasonable person with such responsibilities.
 - e) Not allow the Club activities to be carried on in a reckless manner or in a way likely to create a substantial risk of serious loss to the Club's creditors.
 - f) Not to allow the Club to incur obligations that the officer does not reasonably believe will be fulfilled.
 - g) Abide by the Club's Code of Practise and Conduct, and
 - h) Any other duties which the Board of the Club may from time to time determine.
- 16.8. **Interests Register:** The Board must keep and maintain a register of disclosures made by officers under Section 73 of the Incorporated Societies Act 2022.

- a) The interests register must be made available for inspection by the officers of the club at any reasonable time.
- b) An officer with a direct or indirect financial interest in a matter must disclose, as soon as practicable details of the nature and extent of the interest.
- c) A member of the Board who is interested in a matter:
 - I. Must not vote or take part in a decision of the Board relating to the matter; and
 - II. Must not sign any document relating to the entry into a transaction or the initiation of the matter; but
 - III. May take part in any discussion of the Board relating to the matter and be present at the time of the decision.

17. PRESIDENT

- 17.1. The President shall be ex officio member of all sub-Boards of Directors or Standing Committees, and Adjuncts.
- 17.2. The President may preside over meetings of the Board and over Annual and Special General meetings of the members, in the absence of the Chairman.
- 17.3. At all meetings the President shall be entitled to a casting vote.
- 17.4. The President shall be the contact person with whom the Registrar can contact when needed.
- 17.5. The President shall be the Club's representative with the General Manager, in matters of Club business.
- 17.6. In the event of a vacancy of the office of President, the board shall elect a board member to that role for the remainder of the term.

18. SECRETARY (MAY BE INCORPORATED WITH OR UNDER CONTROL OF THE GENERAL MANAGER)

- 18.1. The Club shall appoint a Secretary whose duties shall be to:
 - a) Attend to the accounting and clerical duties of the Club.
 - b) Take minutes of Board and General Meetings.
 - c) Generally, conform to such regulations as shall from time to time be made by the Board.
- 18.2. The Secretary's remuneration shall be determined by the Board.
- 18.3. Nothing in this Rule shall preclude the engaging of outside professional services in the performance of any of the above duties or from combining the office of Secretary with that of General Manager (Secretary/General Manager).

19. GENERAL MANAGER

- 19.1. It shall be the duty of the General Manager to carry out all such duties as are required to manage the affairs of the club. The General Manager shall be accountable to the Board and is accountable to the President in terms of the employer/employee relationship.
- 19.2. Being the Board of Directors only direct employee, all other employees shall be under the direct control of the General Manager.
- 19.3. The role and responsibilities of the General Manager shall be detailed in:
 - a) A Position Description, which shall be kept up to date by the Board; and
 - b) An Employment Agreement.
- 19.4. The General Manager shall attend and take part in all Board and General Meetings except on occasions where the board decides otherwise. The General Manager shall not be entitled to exercise a vote on any question.
- 19.5. The General Manager shall be the Club's representative in respect to both legislative provisions and legal requirements and shall act as the Secretary of the Club.

20. INDEMNITY AND INSURANCE

- 20.1. The Club may indemnify or obtain insurance for an Officer, Employee or a Member for liabilities or costs to the extent permitted by law.
- 20.2. No Officer shall be liable for the acts or defaults of any other Officer, or any loss caused by such acts or defaults, unless caused by their own willful default or wilful acquiescence.
- 20.3. The Officers shall be indemnified by the Club for all liabilities and costs reasonably incurred by them in proper performance of their functions and duties, other than as a result of their wilful dereliction.

21. ANNUAL GENERAL MEETING

- 21.1. The Annual General Meeting of the Club shall be held not later than 31st July each year. The Annual General Meeting of the club must be held by a quorum of members. Fifty (50) members shall form a quorum. If there is not a quorum after thirty (30) minutes of the advertised time of the meeting then the meeting shall stand adjourned for seven (7) days. In the event of there again being no quorum the meeting shall lapse.

Participation in the meeting is for the purpose of receiving:

- a) An annual report on the operations and affairs of the Club during the most recently completed 12 months accounting period.

- b) And adopting the Financial Statements of the Club.
- c) Providing notice of the disclosures of interests, including a brief summary of the matters, or types of matters, to which those disclosures relate.
- d) Considering, and if necessary, taking action on, any motion relating to the annual report or Financial Statements.
- e) Considering, and if necessary, taking action on, any other motion of which due notice pursuant to [Rule 28](#) has been given.
- f) Appointment of Auditor
- g) Appointment of Solicitor
- h) Written general business.

21.2. At least fourteen (14) days before the Annual General Meeting, the following shall be posted on the club's notice board and electronic media:

- a) Notice of the Annual General Meeting.
- b) The Annual Report(s).
- c) The Financial Statements.
- d) Notice of Disclosures; and
- e) Notice of any other business to be transacted at the Meeting.

ORDER OF BUSINESS AT ANNUAL GENERAL MEETINGS:

1. Apologies
2. Minutes of the last Annual General meeting
3. Minutes of the last Special Meeting if required
4. Correspondence
5. Notices of General Business. (Items of General Business are noted at this point in the meeting to enable members to gain some appreciation of ideas coming forward to which they may wish to contribute or express an opinion)...
6. Finance Report, Financial Statements, Balance Sheet and Auditors report.
7. Reports of Chairman and General Manager.
8. Appointment of Auditor
9. Appointment of Solicitor
10. Amendments to constitution and rules. (Incorporated Societies Act 2022).
11. Introduction of Candidates
12. Notices of Motion

13. General Business: - (as notified in 5 above).

22. SPECIAL GENERAL MEETING

- 22.1. The Board shall convene a Special General Meeting if at any time:
- a) The Board considers such a meeting necessary or desirable; or
 - b) The General Manager receives a written requisition to do so signed by not less than fifty (50) Financial Members, stating the purpose of the Meeting requisitioned, in which case the meeting must be convened for that purpose only.
- 22.2. Ten (10) days' notice specifying the time and place of a Special General Meeting, its purpose and an agenda shall be given by notice on the club's notice board and electronic media.

23. CONDUCT OF GENERAL MEETINGS

- 23.1. At all General Meetings, the chairman shall be.
- a) The Chairman of the Board of Directors; or
 - b) In his or her absence, the President; or
 - c) In the absence of both the President and the Chairman, a Board Member elected by the Meeting or.
 - d) If the board deem it necessary to acquire the services of an independent Chair due to the nature of the business to be discussed at a special general meeting.
- 23.2. At all General Meetings of members and at all meetings of the Board of Directors the Chairman shall have a deliberative vote and in the event of equality a casting vote in addition thereto.
- 23.3. The Chairman's ruling shall be final on any point of order.
- 23.4. The quorum for a General Meeting shall be 50 members.
- 23.5. Minutes of all General Meetings are required to be kept.
- 23.6. A General Meeting shall be adjourned if:
- a) A quorum is not present within half an hour after the time fixed for the Meeting; or
 - b) A quorum is present and the Meeting elects to adjourn.
- 23.7. If a Meeting is adjourned, the board shall:
- a) Fix a new date not more than fourteen (14) days later; and

- b) Give at least three (3) days' notice of the adjourned Meeting by notice on the Club's notice board and social media platforms.
- 23.8. If a quorum is not present at an adjourned Meeting, the Meeting shall lapse. If a quorum is not present for an Extraordinary General meeting, the agenda as displayed on the Notice Board shall automatically revert to the Board to adjudicate on.
- 23.9. **Resolutions:**
- a) A Member may without notice ask any question or move any resolution relative to the Annual Report or Financial Statements.
 - b) Any Member intending to move a resolution bearing on any other matter must give notice of the proposed motion, seconded by another member, to the General Manager at least twenty-one (21) days before the Meeting and such notice of motion shall be forwarded to each Member with the notice of the Meeting.
- 23.10. **Procedure:** The following rules of debate shall apply:
- a) Each Member may speak only once to each motion or amendment, except the mover, who may reply.
 - b) The mover of any resolution or substantial amendment to a resolution shall be allowed five (5) minutes in which to introduce his proposition and ten (10) minutes for reply, or vice versa, and any other speaker will be allowed five (5) minutes.
 - c) The Chairman shall decide whether any amendment proposed to a resolution is a substantial amendment or not.
 - d) If freer discussion of any subject is desired, any Member may move that the Meeting go Into Committee on that subject and such motion shall be immediately put and decided by a show of hands.
 - e) In Board of Directors or Standing Committee meetings no Member shall speak for more than five (5) minutes at a time.
 - f) During periods where a meeting is in Committee any Member may move that the ordinary meeting shall be resumed, and such motion shall be immediately put and decided by a show of hands.
- 23.11. Except as otherwise provided by these Rules, all questions shall be decided by simple majority vote.
- 23.12. **Voting:** At any General Meeting:

- a) Each Ordinary and Life Member shall be entitled to be present and to give one vote on all questions.
- b) Voting shall be on show of hands in the first instance.
- c) A declaration by the Chairman as to the result shall be conclusive unless a motion that the vote shall be taken by secret ballot is passed by a majority of Members present; and
- d) In the event of equal votes being cast, the Chairman shall have a casting vote.

24. BOARD MEETINGS

- 24.1. The Board of Directors shall meet regularly at a time and place to be determined by the Board, or on a requisition in writing to the General Manager, setting out the purpose for which the Meeting is required. A date for a Board Meeting must be set within four (4) days of the General Manager receiving a requisition under this rule.
- 24.2. At all Board Directors Meetings, the Chairman shall be:
 - a) The Chairman; or
 - b) In his or her absence, the President; or
 - c) In the absence of both the Chairman and the President, a Board Member elected by the Meeting.
- 24.3. The quorum for a Board Meeting shall be not less than sixty per cent (60%) of its members.
- 24.4. Minutes of all Board Meetings are required to be kept.
- 24.5. Any Board Meeting shall be adjourned if:
 - a) A quorum is not present within half an hour after the time fixed for the Meeting; or
 - b) A quorum is present and the Meeting elects to adjourn.
- 24.6. If a Board Meeting is adjourned, the Board shall:
 - a) Fix a new date not more than fourteen (14) days later; and
 - b) Give at least three (3) days' notice of the adjourned Meeting to each Board Member.
- 24.7. If a quorum is not present at an adjourned Meeting, the Meeting shall lapse.

24.8. Except as otherwise provided by this Constitution, all questions raised at a Board Meeting shall be decided by a simple majority of votes cast.

24.9. In the event of equal votes being cast, the Chairman shall have a casting vote.

25. ACCOUNTS AND FINANCIAL MANAGEMENT

25.1. General Accounting and Financial Management

- a) The Board shall ensure that accounting records are kept that:
 - I. Correctly record all transactions; and
 - II. Allow for the production of financial statements in compliance with the Incorporated Societies Act 2022 and any other relevant legislation; and
 - III. Enable the financial statements to be readily and properly audited if required under any legislation or this constitution.
- b) The board will ensure that an appropriate accounting system is adopted to maintain a satisfactory system of control of the clubs accounting records.
- c) All revenue shall be banked with the approved financial institution after being accounted for within the club's accounting system.
- d) Payments are to be authorised by two approved persons.
- e) Physical stock takes are to be completed on a minimum monthly basis.
- f) Capital and maintenance expenditure over \$20,000 to have at least two (2) quotes where practical.
- g) The club shall make returns required by the relevant New Zealand legislation and comply with all the relevant requirements of those Acts.

25.2. Board and Officer Expenses

- a) Any expense incurred by Board members or Officers must have prior approval.
- b) Board members or Officers representing the club whilst at conference or events shall be paid a daily allowance subject to prior approval.
- c) Allowances/Honorariums for board members as approved at the last Annual General Meeting are to be paid bi-annually.

25.3. Adjunct Accounts and Financial Management

- a) All adjuncts must conduct their financial transactions within the confines of this constitution and according to the clubs accounting system and processes.
- b) Each Adjunct will have lodged a minimum of three (3) original signatures and names of the persons authorised to uplift cash or authorise payments from the adjuncts accounts.
- c) Within one month of the adjuncts/s AGM the adjuncts financial report, AGM minutes and a list of the adjunct's Board of Directors or Standing Committee members.
- d) Adjunct expenditure exceeding \$1,000 (one thousand dollars) must be approved by the Club General Manager, who may query the validity of the request.
- e) All raffle money must be deposited with the Duty General Manager on the day of the raffle, no monies are to be removed from the Club Premises.

26. RESERVE FUNDS

26.1. There shall be two categories of Reserve Funds

- a) "Repairs and Maintenance Reserve" - This fund will be maintained and used at the full discretion of the Board of Directors and Trustees. It is intended to make provision for future repairs and maintenance of property, land, buildings and equipment of the Club by allocating funds from progressive depreciation provisions or other sources. The funds will be appropriately invested at the discretion of the Board of Directors and Trustees with appropriate professional advise if this is appropriate. Withdrawals from this fund can be accessed as required and used for the purpose defined without specific AGM or SGM approval.
- b) "Membership Points and Debenture Liabilities Offset Reserve" – This is a Long-Term investment reserve set aside for the initial purpose of providing an offset in respect of liabilities accrued on our Balance Sheet. As the fund grows it will become an important INVESTMENT RESERVE of Cashmere and is NOT available for use for any purpose without prior AGM or SGM approval of members. Specifically the Board of Directors, Trustees and Management regime of the Club does NOT have authority to access this fund without AGM or SGM approval of members. The funds will be appropriately invested at the discretion of the Board of Directors and Trustees with appropriate professional advise if this is appropriate.

27. AUDITOR

27.1. The Club's accounts shall be audited annually by a chartered accountant appointed by the members at the Annual General Meeting, who shall:

- a) Be a member of the Institute of Chartered Accountants of New Zealand; and
 - b) Not be a Board of Directors or Standing Committee Member or hold any other office in the Club.
- 27.2. The auditor shall have the right to attend any meeting of the Club at which the Club's financial affairs are under discussion but shall not be entitled to exercise a vote on any question.
- 27.3. The auditor shall be paid such fees as may be determined by the Board of Directors or Standing Committee from time to time.
- 27.4. The auditor shall have the power to call for the production of all books, papers and documents (including electronic documents) relating to the affairs of the Club. The financial statements shall be audited by him or her and, if correct, certified under his or her hand before they are submitted to the Annual General Meeting.

28. ACCESS TO INFORMATION

- 28.1. Members have the right to request information held by the club, including but not limited to copies of financial reports and minutes of confirmed General and/or Board of Directors or Standing Committee meetings.
- 28.2. Requests to access information must be made in writing and must specify the information sought in sufficient detail to enable it to be identified.
- 28.3. The club will, within a reasonable time after receiving a request:
- a) Provide the information; or
 - b) Agree to provide the information within a specified period; or
 - c) Refuse to provide the information, specifying the reasons for the refusal.
- 28.4. The club may refuse to provide the information if:
- a) Withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons; or
 - b) 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
 - c) The disclosure of the information would, or would be likely to, prejudice the commercial position of any other person, whether or not that person supplied the information to the society; or

- d) The information is not relevant to the operation or affairs of the society; or
- e) The request for the information is frivolous or vexatious.

29. ADJUNCTS

- 29.1. An Adjunct may be formed within the Club for sporting or special interest groups, subject to approval from the Board, such adjuncts are bound by the Rules and By-Laws of the Club at all times.
- 29.2. All Adjuncts must have a set of rules that is consistent with this constitution and must be approved by the Club Board and at an Adjunct Annual General Meeting. If the adjunct rules are inconsistent with the club constitution, then the club constitution will prevail.
- 29.3. The Club Board shall have the power to suspend or dissolve any Adjunct it believes is acting inappropriately or to the detriment of the club.
- 29.4. Any assets of the Adjunct are the assets of the Club. All monies received for Adjuncts shall be accounted for within the Club's Accounting system.
- 29.5. All accounting, taxation, financial reporting and legal compliance responsibilities of the Adjunct shall rest with the club.
- 29.6. Adjuncts shall use the Club's accounting services.
- 29.7. The Committee of the Adjunct shall not do, or omit to do, anything that is likely to prejudice or not be in the best interests of the club. Any contentious correspondence must come through the office prior to delivery.
- 29.8. Members of an Adjunct involved in any activity of or related to the Adjunct shall indemnify the Club and its representatives from any problem, direct or indirect loss or damage, claim or proceedings (including negligence) caused or contributed to by that activity.
- 29.9. Office holders of adjuncts are not Club Officers by virtue of holding such office.

30. PROPERTY

- 30.1. Membership of the club does not give any member any transmissible or assignable interest by operation of law or otherwise, in any of the property or funds of the club.
- 30.2. If a person ceases to be a member for any reason, any interest he or she may nevertheless possess in any of the effects, property or funds of the Club will vest in the Club.

- 30.3. Any information which the Club provides for Members remains the property of the Club. Members must not pass any such information on to any non-member without the written consent of the Club.

31. VISITORS – AUTHORISED CUSTOMERS, AUTHORISED VISITORS AND GUESTS

31.1. Authorised Customers

- a) Any member of the Cashmere Club can invite and accompany a guest/visitor(s) (Authorised Customer) to the club.
- b) Any member introducing a guest/visitor(s) is responsible for the good conduct of that guest/visitor whilst on the club premises.
- c) Any guest/visitor who wishes to be sold or supplied alcohol must first complete the appropriate *authorised customer* requirements.
- d) Any Guest/visitor(s) may only be sold or supplied alcohol for consumption on the premises while accompanied by a member of the club.

- 31.2. Any Guest/visitor(s) will lose all rights or privileges to purchase or consume alcohol if they remain in the club if/when the sponsoring member vacates the club premises.

31.3. Authorised Visitors

- a) Any affiliated member (Authorised Visitor) wishing to be sold or supplied alcohol for consumption on the premises must be able to produce valid proof of membership to an affiliated club/association to club staff at the point of service.
- b) Any affiliated member introducing a guest/visitor(s) is responsible for the good conduct of that guest/visitor whilst on club premises. The guest/visitor will lose all rights or privileges to purchase or consume alcohol if they remain in the club if/when the sponsoring Authorised Visitor vacates the club premises.

- 31.4. Any guest/visitor of a member of either the Cashmere club or affiliated clubs, that wishes to be sold or supplied alcohol must first complete the appropriate authorised customer and/or authorised visitor requirements required by the club.

- 31.5. Authorised Customers, Authorised Visitors and their guests are bound by the rules of this club whilst they are on the club premises.

- 31.6. The Duty Manager shall have the power to refuse privileges for any intending guest/visitor or revoke privileges without any reason being supplied, this includes the right of the Duty Manager to refuse entry to the club premises or removal of a guest/visitor from the club premises.

- 31.7. **Definitions - for the purposes of this Rule 31: -**

- a) “**club**” has the same meaning as defined for the time being in section 5 of the Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof.
- b) “**member**”, “**authorised customer**” and “**authorised visitor**” have the same meanings given to them for the time being in section 60 Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof.
- c) “**affiliated member**” means the same as “**authorised visitor**” and includes:
 - I. A member of any other club which is a member of Clubs New Zealand Incorporated through whom the Club has arrangements for reciprocal visiting rights for members, irrespective of whether the other club has an alcohol licence or a permanent charter or not; and
 - II. A member of any other club with which the club has an arrangement for reciprocal visiting rights for members, irrespective of whether the other club has an alcohol licence or a permanent charter or not.
- d) In this rule 31, words in the singular (such as guest/visitor) include the plural.

32. ALTERATIONS OF CONSTITUTION RULES

- 32.1. This Constitution may be revised or amended by a resolution passed by a simple majority of the Financial Members present at a General Meeting.
- 32.2. All Financial Members and Officers shall have the right to submit a resolution for inclusion at the General Meeting.
 - a) Notice specifying the intention to propose such a resolution must be given in writing to the General Manager at least twenty-one (21) days before a General Meeting, and
 - b) Such notice shall be provided to Financial Members in accordance with rule 21.2e
- 32.3. No addition to, deletion from or alteration of these shall be made which would allow personal pecuniary profits to any individual.
- 32.4. **Minor and Technical Amendments:** The Board may elect to amend the constitution if the amendment has no more than a minor effect or corrects errors or makes similar technical alterations. Amendments under this section must be made in accordance with Section 31 of the Incorporated Societies Act 2022.
- 32.5. **Resolution in lieu of meeting:** A written resolution may be passed via this method in accordance with Sections 89 to 92 of the Incorporated Societies Act 2022.
- 32.6. Any amendments to the constitution made under this section take effect from the date of registration with the Registrar of Incorporated Societies.

33. BY-LAWS AND STANDING ORDERS

- 33.1. The board from time to time may make, alter, and rescind By-Law's incidental to the operations of the Club, so long as they are in conformity with these rules. A register of By-Laws must be kept and displayed.

34. WINDING UP AND/OR LIQUIDATION

- 34.1. The club may be wound up, or liquidated, or removed from the Register of Incorporated Societies in accordance with the provisions of the Act.
- 34.2. The General Manager shall give notice to all members of the proposed motion to wind up the club or remove it from the Register of Incorporated Societies and of the Special General Meeting at which any such proposal is to be considered, of the reasons for the proposal, and of any recommendations from the Board in respect to such notice of motion.
- 34.3. Any resolution to wind up the Society or remove it from the Register of Incorporated Societies must be passed by seventy five percent (75%) of all members present and voting.
- 34.4. The Club may be put into liquidation:
- a) At a Special General Meeting called by the Board for that purpose; or
 - b) As provided for in the Incorporated Societies Act 2022.
- 34.5. On winding up or dissolution of the association any surplus funds or assets shall not be paid or distributed to any members or individuals but shall be:
- a) Given or transferred to another not-for-profit organisation or institution to be determined by the Special General Meeting.

BY-LAWS