

**CONSTITUTION OF
RAUMATI SWIMMING CLUB
INCORPORATED**

Adopted 5 December 2022

M. Cecioni

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CHAIR PERSON

12th December 2022



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12 December 2022

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CONSTITUTION OF RAUMATI SWIMMING CLUB INCORPORATED

Section One: Core Provisions

1. Name

- 1.1 The name of the organisation is Raumati Swimming Club Incorporated ("the Club").

2. Definitions and Interpretation

- 2.1 In this constitution:

AGM means the annual general meeting of the Club;

Amount means any fee, subscription, levy, fine or similar monetary imposition;

Coach means a person who coaches the Sport for the Club, whether in a paid or volunteer role;

Committee means the Club's governing body;

Committee Member means a person elected or appointed to the Committee in accordance with this constitution;

Competitive Member means a **Member** who intends to compete in competitions sanctioned by either the Regional Association or Swimming NZ;

Chair means the chairperson of the Committee;

Database means Swimming NZ's database of Swimming NZ members, which includes the details of Members;

FINA means the Federation Internationale de Natation, the world governing body of swimming;

Financial Year means the financial year of the Club;

General Member means an individual who applies for, and is admitted to, membership of the Club in accordance with this constitution, and who has not ceased to be a member;

GM means an AGM and/or SGM, as the context requires;

KPIs mean key performance indicators;

Life Member means a person awarded life membership of the Club in accordance with clause 6.1b

Honorary Member means a person/ or organisation that has been invited to hold a membership in accordance with 6.1c

Member means a person who is a member of the Club in accordance with clause 6.1;
in the case of a under 18 member; under 18 swimmers voting is determined by 1 swimmer – 1 parental vote

Member Club is a swimming club which is a member of a Regional Association and Swimming NZ;

NZSCTA means the New Zealand Swim Teachers and Coaches Association.

Objects mean the objects of the Club as set out in clause 4;

Ordinary Resolution means a resolution requiring a majority of the votes cast;

Region means the geographic area of the Regional Association of which the Club is a member;

Regional Association means the regional swimming association of which the Club is a member being Swimming Wellington and **Regional Associations** means all the regional swimming associations which are members of Swimming NZ;

SGM means a special general meeting;

Special Resolution means a resolution requiring a two thirds majority of the votes cast;

Sport means the sport of swimming in all its forms, including learn to swim, recreational swimming and competitive swimming;

Sports Tribunal means the Sports Tribunal of New Zealand;

Swimming NZ means Swimming New Zealand Incorporated (215320);

2.2 In this constitution:

- a. the singular includes the plural and vice versa;
- b. any reference to any Act, regulation, by-law, policy, deed, charter, procedure or document includes any amendment to it and any replacement passed in substitution for it;
- c. references to a person includes incorporated bodies and unincorporated groups;
- d. headings are for reference only and do not assist interpretation;
- e. the term "includes" or "including" (or any similar expression) is deemed to be followed by the words "without limitation";
- f. derivatives of any term defined in this constitution have a corresponding meaning; and
- g. any approval, decision, requirement or action by the Club or the Committee may be undertaken by the Committee or by such person to whom the Committee has given authority.

3. **Status**

3.1 The Club is:

- a. an incorporated society established under the Incorporated Societies Act 1908;
- b. bound by and must observe the rules and decisions of Swimming NZ.
- c. bound by and must observe the rules and decisions of the Regional Association.

4. **Objects**

4.1 The primary object of the Club is to support the growth and performance of the Sport within the Club's general catchment area.

4.2 To support its primary object, the Club has the further objects to work with Swimming NZ, the Regional Association, other Member Clubs within the Region and other stakeholders to:

- a. be a member of Swimming NZ and the Regional Association;
- b. assist and support the objects of Swimming NZ and the Regional Association;

- c. develop and deliver programmes to attract people to the Sport, and deliver swimming education, development and competition;
 - d. complying with the policies and standards set by Swimming NZ and the Regional Association;
 - e. to raise awareness of and interest in the Sport within the wider community;
 - f. have sound governance structures, processes, and policies;
 - g. adopt prudent risk and asset management policies;
 - h. be financially viable and financially independent of Swimming NZ and the Regional Association;
 - i. fulfil its obligations to Drug Free Sport New Zealand in relation to doping controls and banned substances.
- 4.3 The Objects of the Club are exclusively charitable and include the promotion of amateur sport for the pursuit of physical fitness and other purposes beneficial to the community, including the training, education and development of all those involved in the Sport. To the extent that any of the Objects are found to be non-charitable, they are ancillary and secondary to the charitable elements of the Objects. Rules 4.1 and 4.2 are subject to this rule.

5. Powers and Obligations

- 5.1 The Club has full powers, jurisdiction and authority and (except as restricted by this constitution), may do all and any things to carry out its Objects, including:
- a. acquire or receive the benefit of any property and deal with property in any way (including borrow, invest, lend and give or obtain security);
 - b. determine, raise, levy and receive money by any method and from any source;
 - c. establish, acquire or have interests in incorporated entities, trusts or other entities and utilise the assets of the Club in, through or with them;
 - d. produce, create, licence, use and protect intellectual property;
 - e. determine who are the Club's Members and their entitlements, and withdraw, suspend, terminate or restrict membership and other benefits;
 - f. designate a Voting Representative to represent the Club at the Regional Association's GMs and to exercise the Club's voting rights as provided in the constitution of the Regional Association;
 - g. appoint Life Members, Honorary Members and award service and honours awards;
 - h. make, alter, rescind and enforce rules, policies, plans, charters and procedures to affect the Objects, or for the governance and operation of the Club;
 - i. determine, implement and enforce disciplinary, disputes and appeal procedures including making decisions, conducting hearings and imposing sanctions and penalties;
 - j. engage and dismiss employees and contractors;
 - k. delegate powers of the Club to any person, committee or sub-committees (the composition of which is not limited to Members) and for that purpose to establish, fund and set the terms of reference and structure;

- l. contract, engage or make any arrangements with any person to fulfil the Objects;
- m. be a member of or affiliate to and/or be associated in any way with any person which has objects which are similar in whole or in part to the Objects in New Zealand and/or internationally;
- n. produce, publish and distribute any communications, newsletters or publications; and
- o. do any other acts or things which it determines are incidental to or conducive to the attainment of the Objects.

5.2 The Club shall:

- a. support and work with other Member Clubs in the Region, the Regional Association and Swimming NZ to build a culture of trust, respect, and collaboration for the Sport;
- b. work with other Member Clubs in the Region, the Regional Association and Swimming NZ for the development and benefit of the Sport;
- c. play an active role in securing funding for the Club and the Sport;
- d. cooperate with other Member Clubs in the Region, the Regional Association in respect of the development and organisation of competitions and development pathways in the Region;
- e. pay any Amount owed by the Club to Swimming NZ and the Regional Association;
- f. abide by all rules, regulations, policies, procedures, lawful requests or directions made by Swimming NZ or the Regional Association, including the Swimming NZ Member Protection Policy Manual (as that document may be amended or superseded from time to time); and
- g. provide accurate data on a timely basis for the Regional Association and as required by Swimming NZ for the Database or otherwise.

Section Two: Membership and Database

6. Members and Database

6.1 The categories of membership of the Club are:

- a. **General Member:** A General Member is an individual who applies for, and is admitted to, membership of the Club in accordance with this constitution, and who has not ceased to be a Member.
- b. **Life Member:** Life Members are persons who have demonstrated significant service, and/or made a significant contribution, to the Club or the Sport and who are elected at a GM or appointed by the Committee. The eligibility requirements for the election or appointment of Life Members and the benefits conferred on Life Members shall be determined by the Committee.
- c. **Honorary Member:**
An Honorary Member ("Honorary Member") is a person honoured for meritorious services to the Club after recommendation by the Board and elected as an Honorary Member by resolution of a GM passed by 75 percent majority of those present and voting. An Honorary Member shall have no membership rights, privileges or duties. No annual subscription is payable.

- 6.2 A person seeking membership of the Club as a General Member:
- a. must complete and submit an application as required by the Club;
 - b. must satisfy all criteria for membership in this constitution, and any other criteria adopted by the Club from time to time; and
 - c. is subject to approval as a Member by the Club, which may be given or declined by the Committee in its sole discretion.
- 6.3 By completing and submitting an application for membership of the Club, the applicant consents to (on approval by the Club as a General Member) also becoming a member of Swimming NZ and the Regional Association, and having their personal details entered on the Database.
- 6.4 A person who is a Coach is required to be:
- a. a Member (whether a General Member or a Life Member); and
 - b. a member of NZSCTA.
- 6.5 Members must pay all amounts due to the Club, the Regional Association and Swimming NZ before being eligible to participate in any event sanctioned by Swimming NZ or a Regional Association.
- 6.6 A Member may be a Member in more than one category of membership. A Member may not be a member of another Member Club, or a member of more than one Regional Association. If a Member becomes a member of another Member Club without ceasing membership of the Club:
- a. the Member must, within 5 days of receiving a request from the Club, notify the Club whether the member will resign membership of the Club or the other Member Club(s); and
 - b. if the Member does not notify the Club within the specified period, the Club may, by written notice, immediately terminate the Member's membership of the Club.
- 6.7 A Member ceases to be a Member:
- a. by written resignation delivered to the Club;
 - b. upon termination of, or expulsion from, membership by the Club in accordance with this constitution;
 - c. if the Member has not paid any Amount due to the Club, the Regional Association and/or Swimming NZ within 6 months of the due date for payment;
 - d. on death.
- For the avoidance of doubt, a Life Member's membership may cease under paragraphs (a), (b) and/or (c) of this clause.
- 6.8 The Club shall provide to Swimming NZ up to date details of its Members as required by the Swimming NZ constitution for the Database.
- 6.9 Members shall be entitled to access and correct any personal information held about them in the Database or in the Club's records.

7. Rights and Obligations of Members

- 7.1 A Member:

- a. is bound by this constitution and by all rules, policies, charters, procedures and decisions of the Club, the Regional Association, Swimming NZ and FINA;
- b. must pay all Amounts imposed on them by the Club, the Regional Association and Swimming NZ; and
- c. must advise the Club promptly of their telephone number(s) and email address and any changes to them.

7.2 A Member who:

- a. breaches any rule, policy, charter, procedure or decision, or fails to give effect to any decision, of the Club, the Regional Association, Swimming NZ, FINA or the Sports Tribunal; or
- b. does anything else (for example, being convicted of a criminal offence which the Committee considers is relevant to the Club, its activities or the Sport) which the Committee considers brings or may bring the Sport or the Club into disrepute and/or creates exposure to risk for the Club; or
- c. fails to comply with any sanction imposed by the Club, the Regional Association, Swimming NZ or the Sports Tribunal,

is liable to, as determined by the Committee in its sole discretion:

- d. suspension for a period; or
- e. expulsion; or
- f. such other sanction as the Committee may in its sole discretion impose.

7.3 Any transfer of membership of a Member to another Member Club shall only be effective once approved in writing by the two Member Clubs involved.

7.4 Any Member under suspension or awaiting a hearing for an offence capable of having a period of suspension imposed:

- a. is ineligible for transfer to another Member Club;
- b. will not have voting rights at a General Meeting.

Section Three: Governance

8. Committee Composition

8.1 The Committee comprises no less than seven Committee Members (who are not required to be Members) and no more than eight Committee Members.

8.2 The following persons are not eligible to be a Committee Member:

- a. an Employee or Contractor of the Club, another Member Club, a Regional Association of Swimming NZ or Swimming NZ;
- b. a person who is under 18 years of age;
- c. a person who is an undischarged bankrupt;

- d. a person who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Financial Markets Conducts Act 2013 or the Takeovers Act 1993;
 - e. a person who is disqualified from being a member of the committee of a charitable entity under the Charities Act 2005;
 - f. a person who has been convicted (whether in New Zealand or another jurisdiction) of a crime involving dishonesty (within the meaning of that term in section 2(1) of the Crimes Act 1961) in the previous seven years.
- 8.3 Either:
- a. all Committee Members are elected by Members at an AGM; or
 - b. five Committee Members are elected by Members at an AGM and the balance of the Committee Members are appointed by an appointment panel that includes the Chair of the Committee and two other persons, not currently members of the Committee, elected by Members for this purpose.
- 8.4 Notwithstanding anything else in this Constitution, each Member is entitled to one vote for the election of each elected Committee Member and the election of the members of the appointment panel under Clause 8.3.
- 8.5 At least 21 days prior to the AGM, the Committee shall give written notice to Members calling for nominations from Members for Committee Members.
- 8.6 Each Member:
- a. may nominate in writing only one candidate, supported by another member, for election to the Committee for each vacant position on the Committee; and
 - b. must provide to the Committee the written consent of any candidate to their nomination; and
 - c. may provide to the Committee such further information as the Member thinks fit in support of the Member's candidate(s); and
 - d. if choosing to nominate a candidate for election to the Committee, must comply with the requirements in Clause 8.6 a-c above within seven days' notice of the AGM being given.
- 8.7 If there are insufficient nominations for vacant positions on the Committee, nominations may be called from the floor of the AGM.
- 8.8 In the event that the Committee has less than seven [7] Committee Members following an AGM, and providing there is a quorum (as defined in clause 9.3), the Committee may continue to govern the Club providing that within 6 months of the AGM the Committee appoints such Committee Members to bring its number to seven [7] persons, who will be appointed as specified in clause 8.3b. Such appointments shall be for the same term as a Committee Member elected at the AGM (i.e., such Committee Members are not appointed as filling a casual vacancy under clause 8.13).
- 8.9 Each Committee Member must, before election or appointment, consent in writing to becoming a Committee Member and certify in writing that they are not disqualified from being holding the position of Committee Member under this constitution.
- 8.10 In relation to the term of office of a Committee Member:
- a. A term of office is for a maximum of three years;

- b. a Committee Member may not serve more than three consecutive terms of office on the Committee;
 - c. the two Committee Members with the longest service since they were last elected must retire at the end of each AGM. If there are two or more Committee Members with equal long service since last elected the two to retire may be decided by agreement among the Committee Members with equal long service since last elected, and, failing agreement, will be determined by lot among such Committee Members.
 - d. a Committee Member may stand again for the Committee but is subject to this Clause 8.9;
 - e. except where a term of office otherwise ends it expires at the conclusion of the next AGM.
- 8.11 At the first Committee meeting after the AGM, the Committee shall elect a Chair, Deputy Chair of the Committee and a Club Treasurer. The Chair shall chair all Committee meetings at which he or she is present and in the Chair's absence the deputy Chair shall take that role.
- 8.12 A Committee Member is deemed to have vacated the Committee upon any one or more of the following occurring:
- a. becoming ineligible to hold the position of Committee Member in accordance with clause 8.2;
 - b. being declared of unsound mind or being the subject of a property order under the Protection of Personal and Property Rights Act 1988;
 - c. resigning or retiring, or their term of appointment expiring;
 - d. being convicted of a criminal offence or being sentenced to imprisonment;
 - e. dying; or
 - f. being absent for three consecutive meetings of the Committee without being granted leave of absence by the Committee.
- 8.13 Casual vacancies are dealt with as follows:
- a. the Committee may fill casual vacancies on the Committee, including if a Committee Member resigns between AGMs;
 - b. the term of any appointments due to casual vacancies is until the conclusion of the next AGM;
 - c. appointments due to casual vacancies will not count as a term served as a Committee Member for the purpose of clause 8.10 b;
 - d. any person appointed to fill a casual vacancy may later stand for election to the Committee at an AGM;
 - e. for the avoidance of doubt, the Committee may fill casual vacancies by making appointments under this clause even if the number of Committee Members at the time falls below the requirements for a quorum (as defined in clause 9.3).

9. Committee Procedure

- 9.1 The governance of the Club and the exercise of all powers of the Club (except where restricted by this constitution) are delegated without further restriction, to be undertaken by the Committee. Such powers may also be delegated by the Committee to persons as the Committee determines.

- 9.2 The role and responsibility of the Committee is to act in the best interests of the Club and to provide good governance to the Club, including through the following:
- a. monitoring and reviewing performance of the Club, including (if applicable) against the Club's annual business plan and budget;
 - b. addressing the ongoing viability and sustainability of the Club;
 - c. monitoring regulatory compliance for the Club;
 - d. appointing, monitoring and reviewing the performance of staff employed and contracted by the Club, including Coaches;
 - e. establishing, reviewing, and monitoring policies to guide and govern the Club;
 - f. fostering interaction and communication across and within the Club, and with other Member Clubs in the Region and the Regional Association;
 - g. adopting and communicating a continual best practice performance culture;
 - h. preparing an annual report and procuring an annual statement of accounts.
- 9.3 The quorum for a Committee meeting is five Committee Members.
- 9.4 The Committee determines its own rules for any matters not specified in this constitution, including for conduct, operation and meetings of the Committee. Such rules, which may be recorded in a Committee charter and/or code of conduct, shall include:
- a. there must be at least five Committee meetings each year;
 - b. Committee meetings may be held in person or at one or more venues using any real-time audio, audio-visual or other electronic communication by which those participating may hear each other simultaneously and have a reasonable opportunity to participate;
 - c. a Committee meeting may be called by the Chair or by written request of three Committee Members;
 - d. decisions are by Ordinary Resolution (unless otherwise required by this constitution) by voice, or if requested by the Chair by show of hands, and, if requested by any Committee Member, by secret ballot;
 - e. a resolution agreed in writing by a majority Committee Members is as effective as if passed at a meeting;
 - f. each Committee Member has one vote and in the event of a tie the Chair has an additional casting vote;
 - g. the Committee must ensure minutes are kept of all Committee meetings; and
 - h. any additional rules and expectations that the Club has of a Committee Member.
- 9.5 The Committee must review all Club policies at least every three years periods.
- 9.6 Each Committee Member is required to sign a confirmation to the Committee that the Committee Member has read and understood the charter and/or code of conduct and will act at all times in accordance with the charter and/or code of conduct, this constitution and the best interests of the Club.
- 9.7 The Committee is required to establish, maintain and implement a member protection policy and code of conduct which is binding on all Members, which may be the Swimming NZ member protection policy manual, as that document may be amended or replaced from time to time.

- 9.8 The Committee may establish an awards committee with functions, processes and protocols as determined by the Committee.
- 9.9 Subject to the terms of this constitution and any resolutions at General Meetings, the decisions of the Committee on the interpretation of this constitution, and all matters dealt with by the Committee in accordance with this constitution and on matters not otherwise provided for in this constitution, shall be final and binding on the Club and Members.

Section Four: Meetings, Elections and Voting

10. General Meetings

- 10.1 Subject to Clause 10.4 d:
- a. all Members are entitled to attend a GM which shall be held at such location, date, and time, or in the case of Clause 10.4 d by such process, as determined by the Committee;
 - b. General Meetings may be held:
 - i. in person at a single location;
 - ii. at more than one location using any real-time audio, audio-visual, or other electronic communication by which those participating may hear each other simultaneously and have a reasonable opportunity to participate; or
 - iii. solely through any real-time audio, audio-visual, or other electronic communication by which those participating may hear each other simultaneously and have a reasonable opportunity to participate.
- 10.2 An AGM must be held once every year, no later than four months after the end of the Financial Year to:
- a. consider the Committee's annual report;
 - b. consider the annual financial report;
 - c. elect Committee Members in accordance with Clause 8;
 - d. consider any other business notified as an item of business by the Committee or under Clause 10.3.
- 10.3 An item of business must be considered at an AGM if notified to the Club in writing by not less than one third of Members within seven days of notice of an AGM being given.
- 10.4 An SGM:
- a. may be called by the Committee at any time;
 - b. must be called by the Committee within 21 days of the Club receiving a written request setting out the reasons for the SGM from not less than one third of the total number of Members of the Club;
 - c. can only consider the items of business for which the SGM has been called.
- 10.5 A quorum for a GM is formed if Members present total more than 25 members eligible votes as determined in Clause 12.1 or, if post, email or electronic voting applies, more than 50% of the total votes are cast. If a quorum is not achieved within half an hour, or where post, email or electronic voting applies, and is adjourned to another date and time, time and place to be notified to all

persons who are to be given notice under Clause 11. The Members present at a re-convened GM are deemed to constitute a valid quorum.

- 10.6 GMs are chaired by the Chair of the Committee or, in the Chair's absence, by a Committee Member elected by Members present at the GM. Matters not provided for that occur at or in relation to a GM are decided by the chair of the GM.
- 10.7 In the event of a tie on a vote at a GM, the person chairing the GM has a casting vote.
- 10.8 The person chairing a GM may:
- a. adjourn the GM from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the GM from which the adjournment took place;
 - b. direct that any person not entitled to be present at the GM, obstructing the business of the GM, behaving in a disorderly manner, being abusive, or failing to abide by the directions of the person chairing the GM, be removed from the GM;
 - c. in the absence of a quorum or in the case of an emergency, adjourn the meeting or declare it closed.
- 10.9 All Members at a GM must comply with any Committee policy relating to speaking at a GM.
- 10.10 Minutes must be kept of each GM.
- 10.11 Any irregularity, error or omission in notices, agendas and papers for the GM or omission to give notices within a timeframe or omission to give notice to all persons entitled to receive notice, and any other error in the organisation of the GM does not invalidate nor prevent the GM from proceeding provided that:
- a. the Chair in the Chair's discretion determines that it is still appropriate for the GM to proceed despite the irregularity, error or omission; and
 - b. a motion to proceed is put to the GM and such motion is passed by Special Resolution.

11. Notices for General Meetings

- 11.1 Notices and other documents referred to in this Clause in relation to a GM must be given by the Club to all Members and may be given to any other persons as determined by the Committee.
- 11.2 Notice of the date, time, place and method of a GM must be given by the Club not less than 28 days prior to the date of the GM.
- 11.3 Notice of the agenda and the documents relating to items of business for the GM must be given by the Club not less than 14 days prior to the date of the GM.
- 11.4 Any notice to be given by the Club in relation to a GM may be given by any method (for example but not limited to post, email, or notification on a website) as determined by the Committee.

12. Elections and Voting

- 12.1 Members entitled to vote at a GM are:
- a. in the case of an AGM, those persons recorded as Members on the Database for the Club for the current year, immediately preceding the date on which the vote is to be exercised, provided that a Member is ineligible to vote at an AGM if:

- i. any amount due by them to the Club or the Regional Association or Swimming NZ for the Financial Year referred to above is not paid seven or more days before the date on which the vote is to be exercised; or
 - ii. the Member's voting rights are suspended if so, determined by the Committee under Clause 7.2.
- b. in the case of an SGM, those persons recorded as Members on the Database for the Club on the day at which the notice of meeting of the SGM is given under clause 11.2, provided that a Member is ineligible to vote at an SGM if:
 - i. any Amount due by them to the Club or the Regional Association or Swimming NZ is not paid seven or more days before the date on which the vote is to be exercised; or
 - ii. the Member's voting rights are suspended if so determined by the Committee under Clause 7.2.

12.2 At GMs:

- a. a Member who is present is (subject to clause 12.1) entitled to vote;
- b. the use of proxy votes will be determined by the committee prior to the GM and the committee's decision on their use must be included in the Notice of Meeting;
- c. voting at GMs held in person or by real-time audio, audio-visual or other electronic communication is by voices or by show of hands as determined by the chairperson of the GM, except if a secret ballot is called for by the chairperson of the GM or at least 10 Members, in which case voting will be by way of a secret ballot;
- d. voting at SGMs will be conducted in accordance with the process determined by the Committee for the conduct of the business of that SGM;
- e. motions are passed by Ordinary Resolution unless required by this constitution to be passed by Special Resolution.

Section Five: Other

13. Finance

- 13.1 The Committee must ensure that proper financial records are kept, and the Club has appropriate policies for management of the Club's finances.
- 13.2 The Club's funds may be controlled and invested in such manner as determined by the Committee and applied solely to the Objects of the Club. A Life Member must be a signatory and sign off on any change to any term deposits or Club investments.

14. Common Seal

- 14.1 The Club must have a common seal. The Committee determines when and by whom the common seal may be used and where it is to be kept.

15. Alteration to Clauses

- 15.1 Subject to Clause 15.2, this constitution may be changed by Special Resolution at a GM for which such change has been notified in accordance with Clause 11.
- 15.2 No change to the prohibition of personal benefit or the liquidation clause can be approved if it would have the effect of causing the Club to cease to retain its preferential tax status (or, if the Club does not currently have preferential tax status, the Club's ability to obtain preferential tax status) as a society for the promotion of amateur sport or as a charity under the Charities Act (if applicable).

16. Disputes/Appeals

- 16.1 The Committee may adopt, but is not required to adopt, a policy to require adherence by Members to processes the Committee considers will enable the fair, efficient and timely resolution of:
- a. disputes that arise with or between Members;
 - b. disputes involving the Club an important activity or responsibility of the Club and which the Committee considers in its discretion is of such importance or is causing such a level of disruption to Members or to the activities of the Club that it must be addressed; and
 - c. appeals by a Member against a decision of the Club involving suspension, expulsion, penalty or other material detriment to the Member. The Committee may decide (but is not required to) that such matters be referred to the Regional Association.
- 16.2 The Committee may request a person nominated by Swimming NZ to act as a mediator in disputes involving Members.
- 16.3 The Committee may, in its discretion decide to allow a right to appeal disciplinary decisions of the Committee to the Regional Association, Swimming NZ or another body such as the Sports Tribunal (subject to the parties' consent if required).
- 16.4 In relation to doping, the Club and its Members shall abide by and be subject to the doping provisions set out in the constitution of Swimming NZ.

17. Liquidation and Merger

- 17.1 The Club may be voluntarily liquidated if, at a GM a Special Resolution is passed requiring the Club to be liquidated and the resolution is confirmed by a further Special Resolution passed at a subsequent GM called for that purpose and held not earlier than 30 days and not later than 60 days after the date on which the original resolution was passed.
- 17.2 If, upon the liquidation of the Club, there remains after the satisfaction of all Club debts and liabilities any property whatsoever, the property shall be given to an organisation or organisations (approved by the Members by Ordinary Resolution exercising the voting entitlement set out in Clause 12.1) having objects similar to the Objects.
- 17.3 Subject to the written approval of Swimming NZ and satisfaction of all Club debts and liabilities, the Club may in accordance with a Special Resolution at a GM called for that purpose merge with another Member Club.

18. Prohibition of Personal Benefit

- 18.1 All income, benefit or advantage must be applied to the Objects.

- 18.2 No Member or Committee Member or any person associated with a Member or Committee Member shall participate in or materially influence any decision made by the Club in respect of the payment to or on behalf of that Member or Committee Member or associated person of any income, benefit or advantage whatsoever.
- 18.3 Any payments made must be for goods or services that advance the Objects and must be reasonable and relative to payments that would be made between unrelated parties.
- 18.4 The provision and effect of this Clause must not be removed from this constitution and must be included and implied into any document replacing this constitution.

19. Limitation of Liability and Indemnity

- 19.1 No current or former member of the Committee has any liability to the Club or the Members for any act or omission in their capacity as a Committee Member except in the case of their own fraud, dishonesty, breach of fiduciary duty or the commission of any act known by them to be a breach of duties owed by them at law.
- 19.2 Each current or former Committee Member is indemnified by and out of the assets of the Club against:
- a. any liability arising out of any act or omission in their capacity as a member of the Committee excluding criminal liability arising out of their fraud, dishonesty, breach of fiduciary duty or the commission of any act known by them to be a breach of duties owed by them at law; and
 - b. costs incurred by them in any proceeding relating to such liability.
- 19.3 This Clause is intended to be enforceable by each current or former member of the Committee.

20. Savings

- 20.1 If any matter arises in relation to the Club that is not provided for in this constitution, the matter shall be dealt with as required by the Committee.

21. Transition

- 21.1 This Clause 21 enables transition of the Club from the requirements of its previous constitution to this constitution. If any part of this Clause 21 is inconsistent with any other Clause, then Clause 21 applies and to the extent of the inconsistency the other Clause in this constitution does not.
- 21.2 All Committee Members, under the Previous Constitution shall hold office under this constitution until the end of the next AGM unless the Committee Member retires or vacates the position earlier.
- 21.3 Members on the date of adoption of this constitution shall continue as Members under this constitution.