

**CONSTITUTION OF THE
TAURANGA BRIDGE CLUB INCORPORATED**

1. **NAME** The name of the Club shall be “Tauranga Bridge Club Incorporated”

2. **OBJECTS** The objects of the “Tauranga Bridge Club Incorporated” (hereinafter called “the Club”) shall be:
 - (a) To promote and conserve without intention of pecuniary gain, the best interests of the game of contract bridge and such other games of a like nature which the committee at its discretion may from time to time promote and any modification or improvements of the game and other approved games which the future may develop.
 - (b) To establish and carry on a bridge club.

3. **POWERS**
 - (a) To enter into tenancy and arrangements either for the holding of single tournaments or meetings or for the acquisition of clubrooms for a term of years and to buy (either for cash or terms) or otherwise obtain furniture, furnishings or other effects.
 - (b) Acquisition of Land: To purchase, take on lease or in exchange hire or otherwise acquire any real and personal property and rights and privileges which the Club may think necessary for the purposes of the Club and to sell, exchange with power to alter and pull down buildings and again rebuild.
 - (c) To erect buildings, borrow and raise money upon mortgage of any such property, sell, lease or exchange or otherwise deal with any property, upon such terms as the Club may decide; issue debentures invest and deal with the funds of the Club in furthering these objects, and generally do all such things for the benefit of and welfare of the Club.
 - (d) Bills of Exchange: To make, draw, accept, endorse, discount and issue Bills of Exchange, promissory notes, Bills of Lading, stock or other warrants and any other instruments negotiable or transferable by delivery or to order or to otherwise.
 - (e) Loans: To invest and lend monies of the Club not immediately required upon such investments as the committee shall prudently consider to be reasonable. However, the failure of such investments shall not render or cause the committee members in favour to become personally liable.
 - (f) Sales of Leases: To sell, lease, rent or exchange any property or interest therein upon such terms as they committee may think fit.
 - (g) To enter into employment agreements from time to time to facilitate the management of the Club provided that any such agreements shall not exceed one year in duration.
 - (h) To affiliate with New Zealand Bridge Incorporated or any other society or association having similar objects with the Club.
 - (i) To do all such things as are incidental to the attainment of or the carrying into effect the foregoing objects or any of them.

- (j) To establish or facilitate the establishment of a Tauranga Bridge Foundation or similar trust, whether or not the same shall be incorporated under the Charitable Trusts Act 1957 or registered under the Charities Act 2005, to promote and advance all or any of the objects of the Club and to appoint the trustees of such Foundation or Trust from time to time in accordance with the terms of any such Deed of Trust.

4. **MEMBERSHIP** Membership of the Club shall consist of the following classes namely:

- (a) Ordinary members who shall be elected in the manner hereinafter provided. A candidate must be proposed and seconded by two members entitled under the rules to vote at meetings on the form prescribed from time to time by the Committee. The Committee may then at its absolute discretion elect defer or reject such a candidate without having to give reasons for its decision. Upon becoming a member the member shall be liable to pay the entrance fee (if any) prescribed from time to time
- (b) Life Members who shall be elected on the recommendation of the Committee at any general meeting in recognition of special contribution to the welfare of the Club. A three-fourths majority of those present and voting shall be necessary to ensure election and thereafter life members shall be entitled to all the privileges of membership without paying the yearly subscription.
- (c) Honorary members shall be ordinary members, or previous ordinary members, selected by the Committee at its sole discretion based on long service, contributions to the Club, or other matters the Committee considers relevant. Such members may play at the Club on social occasions and take part in social functions but may not play or act as substitute in matches or competitions except those matches or competitions nominated by the Committee. Honorary members shall be exempt from payment of any entrance fee. Honorary members may attend the Club meetings but shall not be entitled to a vote.
- (d) Student Members, who shall be persons under the age of 23 and in full time study, and shall become members in the same manner as Ordinary Members. Upon ceasing to qualify as a Student Member, such member shall become an Ordinary Member. Student Members may nominate candidates for election and vote on any matter before a General Meeting of the Club but may not be elected as an Officer or Committee Member of the Club unless they become an Ordinary Member and pay the required subscription
- (e) These rules shall have the effect of a contract between the Club and each member.

5. **VISITORS**

The Committee shall permit visitors who may play in the Club on payment of the usual table money provided that no visitor shall be entitled to attend on more than three playing sessions in any one year with the exception of Holiday Bridge as designated in the Club programme or be eligible to act as substitute in events or matches.

6. **NOTIFICATION OF ELECTION**

Every new member immediately after election shall be notified thereof by the Club, and every member on his election shall be bound by the rules of the Club.

7. **FIRST SUBSCRIPTION**

First subscriptions shall be payable immediately on election and until payment the member shall not be entitled to take part in any of the proceedings of the Club. If a new member fails to make payment within one month of this election the election of such member shall be deemed to be cancelled.

8. **ANNUAL SUBSCRIPTION**

The annual subscription for Ordinary members and Student Members and table money shall be fixed and determined at the Annual General Meeting held each year and the said subscription shall be payable within three calendar months from the date of such meeting. The Committee shall have power to determine subscriptions payable by members joining in the course of any financial year. If a member has not paid the said subscription within five months from the date of such Annual General Meeting that person's membership shall be deemed to have ceased.

9. **ENTRANCE FEE**

The entrance fee shall be determined from time to time at the Annual General Meeting.

10. **RESIGNATIONS**

A member wishing to resign from the Club must give notice in writing to the Administrator and shall cease to be a member from the time such notice is received. A resigning member shall still be liable for any fees or other moneys outstanding at the time of resignation.

11. **CONDUCT AND DISCIPLINE**

- (a) Any member may lodge a complaint to the Committee concerning the actions and/or behaviour of another member, a player or guest before during or after any session, event or tournament conducted by the Club.
- (b) Directors shall be required to report to the Committee details of any disciplinary action taken or imposed against any member during any session conducted by the Club.
- (c) The Committee may consider complaints about the behaviour of any member at any event or tournament sanctioned by New Zealand Bridge Incorporated.
- (d) In all cases complaints must be in writing addressed to and received by the Committee not later than seven (7) days following the alleged incident. The Committee may delegate the complaint to a sub-committee consisting of three (3) elected members of the Committee. The sub-committee may co-opt any club member on to the committee which it considers will assist the sub-committee in reaching any recommended or appropriate resolution.
- (e) If in the opinion of three-quarters of the Committee of the Club present at any regular or special meeting considers a significant breach of conduct or a serious breach of the rules of the Club or regulations

imposed by New Zealand Bridge Incorporated involving a member of the Club has occurred and considers urgent and immediate action is required it may by its own motion act to investigate the alleged incident or breach and take subject to any appeal or further investigation any action including the suspension of a member to preserve the integrity of the Club and/or the game of bridge.

- (f) The Club shall, contemporaneously with rule change 11, adopt a Complaints Procedure which shall be given to all members and displayed in a conspicuous position in the clubrooms.

12. OFFICERS, COMMITTEE AND ADMINISTRATOR

- (a) The Officers of the Club shall consist of a President, Vice-President, Club Captain, and Treasurer.
- (b) The Committee shall consist of the Officers of the Club and sufficient other members to form a Committee of not more than twelve.
- (c) Officers and Committee members shall be elected annually and shall be eligible for re-election.
- (d) The immediate Past President shall by virtue of his office be an additional member of the Committee.
- (e) The Committee shall have the power to appoint a Club Administrator or other staff. The duties of the Administrator shall be those specified by the Committee from time to time. The terms and conditions of such employment shall be negotiated between the Committee or those persons or person delegated the authority by the Committee and the appointee. Any such employment agreement shall be for a term not exceeding one calendar year and shall contain terms and conditions that the Committee may agree on from time to time. Any person so appointed need not be a member of the Club. The appointee shall be an additional member of the Committee but shall have no voting rights.
- (f) If at any time the position of Administrator is vacant the Committee may appoint another person to fill the position temporarily or by a new appointment as in (e) above. References in this Constitution to "Administrator" shall apply to the person so appointed

13. MANAGEMENT

- (a) The Committee shall manage the affairs of the Club and shall be deemed to have all necessary powers for the government of the Club.
- (b) The Committee may fix the honorarium or salary to be paid to any Officer or employee of the Club.

14. CASUAL VACANCY

A casual vacancy among the officers or committee members may be filled by the Committee such members to hold office until the next Annual General Meeting.

15. DELEGATION OF POWERS

- (a) The Committee may delegate such of its powers as it thinks fit to sub-committee(s) which may consist of any of their number with or without other Club members especially co-opted.

(b) Any delegation under this Rule 15 does not exclude the continuous exercise of the particular function, duty or power by the Committee.

16. **QUORUM** The quorum for a general meeting shall be twelve (12) and for a meeting of the Committee five (5).
17. **BANK ACCOUNT**
All monies due to the Club shall be paid to the Treasurer and cheques drawn or lodged in the banking account of the Club shall be operated by any two of the President, Treasurer, and any other persons authorised by the Committee to sign cheques.
18. **ANNUAL GENERAL MEETING**
The Annual General Meeting of the Club shall be held in November or December in each year at such time and place as shall be determined by the Committee. At least fourteen days' notice shall be given to members. At such meeting the election of Officers, members of the Committee and the Auditor shall take place, and the Committee shall present reports of the previous year and the Treasurer shall present his statement of receipt and expenditure and a balance sheet duly audited.
19. **NOMINATIONS**
Nominations for the Officers and Committee members of the Club shall be signed by a proposer, seconder and the nominee and delivered to the Club 24 hours before the Annual General Meeting. If insufficient nominations are received nominations to fill the vacancies will be received at the meeting.
20. **ELECTION** Voting for the Committee shall be way of secret ballot but no ballot paper shall be void by reason only of the fact that the ballot paper shall be for fewer candidates than the number of candidates as shall constitute the Committee.
21. **FINANCIAL YEAR**
The Financial year of the Club shall end on 31st October.
22. **AGENDA** No business other than that which is directed in the Rules to be transacted at the Annual General Meeting shall be brought forward at any Annual General Meeting unless notice thereof shall have been given to the members in the notice convening the meeting.
23. **EXTRAORDINARY MEETING**
An Extraordinary meeting shall be held:
- (a) whenever the Committee shall determine
 - (b) within twenty-one (21) days after a requisition signed by six (6) members of the Club requiring such a meeting and stating in express terms the purpose of the meeting shall have been delivered to the Administrator.
- Seven (7) days' notice shall be given to members of an Extraordinary General Meeting such notice shall include the agenda. At all Annual General Meetings and Extraordinary meetings of the Club all questions shall be determined by the Chairman on the voices of those members present or if the Chairman decides by a show of hands or by a secret ballot.

24. **CHAIRMAN OF MEETINGS AND VOTING RIGHTS**

The President or failing him, the Vice-President or failing them, any member chosen by those present shall preside at a General Meeting of the Club. No member whose subscriptions are in arrears shall have the right to vote. The Chairman shall have a second or casting vote in the event of an equality of votes. Each member present shall have one vote to be exercised personally. Any employee who is a member of the Club whose subscription is not in arrears may attend a General Meeting of the Club and be entitled to vote.

25. **BY-LAWS**

The Committee shall have the power to make and from time to time vary and add to by-laws relating to the affairs of the Club provided that such by-laws shall not be inconsistent with or contravene these rules.

26. **AMENDMENT OF RULES**

These rules may be amended, added to or rescinded by a two-thirds majority of members actually present at a General Meeting and entitled to vote. Fourteen days prior notice of motion is necessary. No addition to or alteration which affects the Club's charitable or tax exempt status, or compromises its ability to be an incorporated society shall be permitted.

27. **FAILURE OF QUORUM**

If within half an hour of the time appointed for any General or Committee meeting a quorum shall not be present the meeting shall be dissolved. Proxies shall not be allowed.

28. **DUTIES**

(a) It shall be part of the duties of the Administrator or his delegate to keep a faithful record of the proceedings of any General Meeting of members and of meetings of the Committee, but at the meetings of sub-committees this duty may be delegated.

(b) It shall be part of the duties of the Treasurer to keep true accounts of receipts and expenditure for the Club.

29. **AUDITING OF ACCOUNTS**

The Accounts of the Club shall be audited by an Auditor who shall be a Chartered Accountant and who shall be elected by the Annual General Meeting or who, in the event of a vacancy may be appointed by the Committee.

30. **CLUB CAPTAIN'S DUTIES**

It shall be the duty of the Club Captain with the assistance of other Committee members to organise tournaments and ordinary playing sessions of the Club, as well as interclub and other matches or tournaments.

31. **COMMON SEAL**

All documents to which the Common Seal of the Club is affixed shall be sufficiently executed on behalf of the Club if signed by any two members of the Committee pursuant to a resolution of the Committee. The Common Seal shall remain in the custody of the Administrator.

32. WINDP

If on the winding up or dissolution of the organisation there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid or distributed among the members of the organisation but shall be given or transferred to some other charitable organisation or body having objects similar to the objects of the first organisation, or for some other charitable purpose, within New Zealand.

33. NOTICES

- (a) Any notice required to be given by the Club may be given to members either by any or all of:
- (i) letter addressed to the recipients last known postal address; or
 - (ii) by notice on the notice board at the Club's rooms; or
 - (iii) by email addressed to the recipients last known email address; or
 - (iv) by notice on the Club's website.
- (b) Notices required to be given to the Club may be given by:
- (i) delivering them to the Administrator; or
 - (ii) posting them to the Club's address; or
 - (iii) delivering them securely to the Club's premises.
- (c) Notices shall be deemed to be given at the time they reasonably would be expected to be received at their destination having regard to the mode of service.

34. AFFILIATION TO NEW ZEALAND BRIDGE INCORPORATED

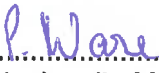
The Club is affiliated to New Zealand Bridge Incorporated, the national organisation for controlling and supervising bridge in New Zealand. While the Club is so affiliated, all the Club's members are jointly and severally bound to comply with and be bound by the rules of New Zealand Bridge Incorporated. Any member in material breach of those rules shall be liable for sanction pursuant to Rule 11 of these rules in addition to any sanction under the rules of New Zealand Bridge Incorporated.

35. PECUNIARY GAIN

No member of the organisation or any person associated with a member shall participate in or materially influence any decision made by the organisation in respect of the payment to or on behalf of that member or associated person of any income, benefit, or advantage whatsoever. Any such income shall be reasonable and relative to that which would be paid in arm's length transaction (being the open market value). The provisions and effect of this clause shall not be removed from this document, and shall be included and implied into any document replacing this document.

Signed 
Katherine Frances Terry
A Member of the Society

Date 21 / 01 / 20

Signed 
Patricia Amelia May Ware
A Member of the Society

Date 21 / 01 / 20

Signed 
Peter Winston Hagan
A Member of the Society

Date 21 / 01 / 20